

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement"), is made and entered into as of the 22 day March, 2016 by and between **BRAZORIA COUNTY, TEXAS**, a corporate body politic ("Brazoria"), **FT. BEND COUNTY, TEXAS**, a corporate body politic ("Ft. Bend"), **PORT FREEPORT**, a corporate body politic ("Port Freeport") and the **BRAZORIA-FT. BEND RAIL DISTRICT** (the "District"), a rail district created under Chapter 172 of the Texas Transportation Code (collectively, the "Parties").

RECITALS:

A On January 27, 2015, the Brazoria County Commissioners Court and the Ft. Bend County Commissioners Court, through concurrent, reciprocal Orders, created the District pursuant to Texas Transportation Code Section 172.052(c)(2).

B. Pursuant to Texas Transportation Code Section 172.002(a), the District is a public body and a political subdivision of the State of Texas exercising public and essential governmental functions. In accordance with Texas Transportation Code Section 172.002(b), the District performs only governmental functions and is a governmental unit under Chapter 101, Civil Practice and Remedies Code.

C. In 2015, Brazoria, Ft. Bend, and Port Freeport approved the District's participation in the State Highway 36 Development Corridor Business and Feasibility Plan. Brazoria, Ft. Bend, and Port Freeport advanced equal financial contributions in the amount of \$200,000.00 to the District for the costs associated with conducting this feasibility study.

D. Brazoria, Ft. Bend, and Port Freeport desire to advance equal financial contributions in the amount of \$50,000.00 to the District for the costs associated with funding the District's 2016 budget.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. Advances by the County. Whereby, Brazoria, Ft. Bend, and Port Freeport have previously advanced funds in the amount of \$200,000.00 for a feasibility study, and Brazoria, Ft. Bend, and Port Freeport hereby agree to advance additional funds in an amount not to exceed \$50,000.00 to fund the District's 2016 budget.

3. Reimbursement. The District will pay Brazoria, Ft. Bend, and Port Freeport for all sums advanced to, or on behalf of, the District following 30 days after the District receives permanent funding. If the District issues bonds to finance the District, the District will pay the County for all sums advanced to, or on behalf of, the District following 30 days after the District receives permanent funding.

4. Amendment. This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment.

5. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6. Texas Law. This Agreement shall be construed in accordance with the laws of the State of Texas, and any actions concerning this Agreement shall be brought in the Texas State District Courts of Brazoria County, Texas or Ft. Bend County, Texas.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

8. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.



County Judge Matt Sebesta



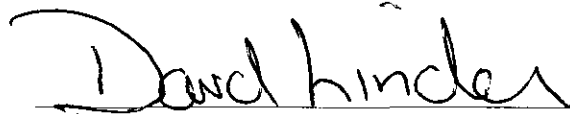
Commissioner Dude Payne, Pct. 1



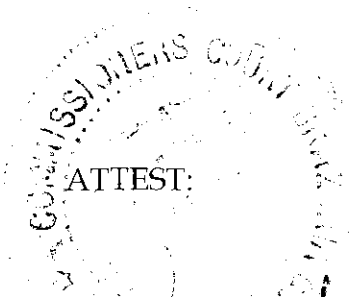
Commissioner Ryan Cade, Pct. 2



Commissioner Stacy Adams, Pct. 3



Commissioner David Linder, Pct. 4



Brazoria County Clerk

Robert Hebert

County Judge Robert Hebert

Richard Morrison

Commissioner Richard Morrison, Pct. 1

Grady Prestage

Commissioner Grady Prestage, Pct. 2

Andy Meyers

Commissioner Andy Meyers, Pct. 3

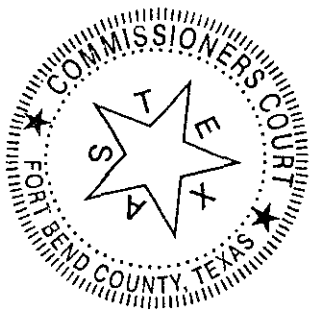
James Patterson

Commissioner James Patterson, Pct. 4

ATTEST:

Laura Richard

Ft. Bend County Clerk



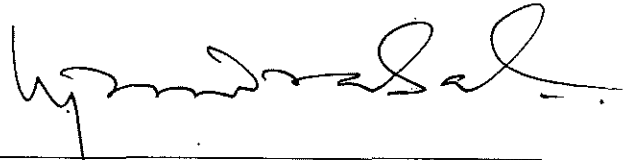


Ravi Singhania, Chairman
Port Freeport

ATTEST:


Paul Kresta, Secretary Rudy Santos, Asst. Secretary
Port Freeport

**BRAZORIA-FT. BEND RAIL
DISTRICT**



Upendra Sahu, President
Brazoria-Ft. Bend Rail District

ATTEST:



Michael Siwierka, Secretary
Brazoria-Ft. Bend Rail District