

EXHIBIT
"A"

FIFTH AMENDMENT TO
AMENDED AND RESTATED CONSENT AGREEMENT
AMONG CITY OF ROUND ROCK, TEXAS,
RSP PARTNERS DEVELOPMENT, L.P.,
(FORMERLY DOUBLE J INVESTMENTS, L.P.),
SEDC DEVCO, INC.,
SIENA MUNICIPAL UTILITY DISTRICT NO. 1 AND
SIENA MUNICIPAL UTILITY DISTRICT NO. 2,
(FORMERLY WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NOS. 19 AND 20)

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Fifth Amendment to the Amended and Restated Consent Agreement (“Fifth Amendment”) is entered into among the City of Round Rock, Texas, a home rule city located in Williamson County, Texas (the “City”), RSP Partners Development, L.P., a Texas limited partnership (“Developer”), SEDC Devco, Inc., a Texas corporation (“SEDC”), Siena Municipal Utility District No. 1 (“District No. 1”), and Siena Municipal Utility District No. 2 (“District No. 2”), or (the “Districts”) as appropriate.

RECITALS

WHEREAS, the City and Developer entered into the Amended and Restated Consent Agreement (the “Original Agreement” and, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, as each is defined below, the “Consent Agreement”) as of October 18, 2006, and the Districts have joined in the Consent Agreement; and

WHEREAS, the City and Developer entered into the First Amendment to the Amended and Restated Consent Agreement as of December 18, 2008 (the “First Amendment”), and the Districts have joined in the First Amendment upon organization of their respective boards of directors; and

WHEREAS, the City, Developer and the Districts entered into the Second Amendment to the Amended and Restated Consent Agreement as of July 22, 2010 (the “Second Amendment”); and

WHEREAS, the City, Developer, SEDC and the Districts entered into the Third Amendment to and Partial Assignment of Amended and Restated Consent Agreement as of November 26, 2013 (the “Third Amendment”); and

WHEREAS, the City, Developer, SEDC and the Districts entered into the Fourth Amendment to Amended and Restated Consent Agreement as of March 23, 2016 (the “Fourth Amendment”); and

WHEREAS, the City, Developer, SEDC and the Districts now desire to amend the Consent Agreement to address SEDC's construction of Line C5 Phase 4 of the McNutt Interceptor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Consent Agreement as follows:

ARTICLE I
Line C-5 Phase 4

Service to the Districts from the McNutt Interceptor requires the construction of Line C, which connects to Line B is comprised of six phases: Line C-1, Line C-2, Line C-3, Line C-4, Line C-5 and Line C-8, as shown on Exhibit C to the Original Agreement. SEDC has constructed Line C-5 Phase 4, as shown on Exhibit A hereto. In order to serve the Districts only, Line C-5 Phase 4 would be required to be constructed as a 12-inch line. At the City's request, Line C-5 Phase 4 was oversized as an 18-inch Line in order to provide additional capacity for future development.

(a). Plans; Oversizing. Prior to construction, Line C-5 Phase 4 was designed by Randall Jones Engineering, Inc. (the "Engineer") and the plans and specifications (the "Plans") were reviewed and approved by the City. Within forty-five (45) days after the date of this Amendment, the City will reimburse SEDC for the City's cost share, as described in Subsection (c) below, of (a) engineering fees for the Plans, which is \$68,445.00; and (b) the costs of inspection, testing, permits and environmental studies for Line C-5 Phase 4, which is \$800.00.

(b). Bidding and Contract Award. The contract for construction of Line C-5 Phase 4 was advertised for bid by SEDC, on behalf of the Districts, in accordance with all applicable legal requirements, including Chapter 49, *Texas Water Code*. Line C-5 Phase 4 was bid both at the size originally proposed by SEDC and at the size required by the City. The contract for Line C-5 Phase 4 was awarded by SEDC, on behalf of the Districts, to the lowest responsible bidder, Cash Construction Co., Inc.

(c). City Cost Share. The City's share of the costs of Line C-5 Phase 4 is the difference between the cost of such phase if built at the size required to serve the Districts only and the cost of the phase built at the size required by the City, which is \$68,445.00.

(d). Construction. Line C-5 Phase 4 has been constructed in a good and workmanlike manner, and all material used in such construction was substantially free from defects and fit for its intended purpose. The City has inspected the construction, and SEDC has paid the City a portion of the costs of such inspections, based on the percentage of construction costs for Line C-5 Phase 4 being borne by SEDC as determined under Subsection (c).

(e). Payment by City. The City agrees to pay a share of the cost of Line C-5 Phase 4, based on the incremental cost determined under Subsection (c), above, from the City's oversize account approved for capital improvement projects, in accordance with Section 36-155 of the Round Rock City Code regarding reimbursement for oversized mains.

(f). Guarantee and Reservation of Capacity. Upon payment by the City of its cost share as provided above, Line C-5 Phase 4 will be transferred and conveyed to the City subject to the irrevocable and permanent reservation of 601 LUEs of capacity to SEDC on behalf of the Districts. The conveyance will also be subject to SEDC's right to reimbursement from the Districts as permitted by the rules of the Commission. The City will accept Line C-5 Phase 4 for ownership, operation and maintenance, subject to the reservations described above. SEDC may, at any time, transfer its reserved capacity Line C-5 Phase 4 to the Districts by written notice to the City. SEDC shall not transfer such capacity to any other entity or person without the express written consent of the City, which will not be unreasonably withheld.

ARTICLE II
Defined Terms

All terms delineated with initial capital letters in this Fifth Amendment that are defined in the Consent Agreement will have the same meanings in this Fifth Amendment. Other terms have the meanings commonly ascribed to them.

ARTICLE III
Effect of Amendment

Except as specifically provided in this Fifth Amendment, the terms of the Consent Agreement will continue to govern the rights and obligations of the parties, and all terms of the Consent Agreement will remain in full force and effect. If there is any conflict or inconsistency between this Fifth Amendment and the Consent Agreement, this Fifth Amendment will control and modify the Consent Agreement.

ARTICLE IV
Execution; Counterparts

To facilitate execution, this Fifth Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Fifth Amendment: (a) the signature pages taken from separate, individually executed counterparts of this Fifth Amendment may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Fifth Amendment will be deemed to be originals, but such counterparts, when taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Fifth Amendment on the dates indicated below.

[Signature Pages to Follow]

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

Date: _____, 2018

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2018,
by Craig Morgan, Mayor of the City of Round Rock, on behalf of said municipality.

(SEAL)

Notary Public, State of Texas

RSP PARTNERS DEVELOPMENT, L.P.,
a Texas limited partnership

By: RSP GP, INC.,
a Texas corporation,
its General Partner

By: _____
John S. Lloyd, President

Date: _____, 2018

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2018,
by John S. Lloyd, President of RSP GP, Inc., a Texas corporation, the General Partner of RSP
Partners Development, L.P., a Texas limited partnership, on behalf of said entities.

(SEAL)

Notary Public, State of Texas

SEDC DEVCO, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

Date: _____, 2018

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2018, by John S. Lloyd, President of SEDC Devco, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

SIENA MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Doug Kuentler, Vice President
Board of Directors

Date: _____, 2018

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2018, by Doug Kuentler, President, Board of Directors of Siena Municipal Utility District No. 1, on behalf of said District.

(SEAL)

Notary Public, State of Texas

SIENA MUNICIPAL UTILITY DISTRICT NO. 2

By: _____

Jeff O’Jibway, President
Board of Directors

Date: _____, 2018

Acknowledgement

This instrument was acknowledged before me on this ___ day of _____, 2018, by Jeff O’Jibway, President, Board of Directors of Siena Municipal Utility District No. 2, on behalf of said District.

(SEAL)

Notary Public, State of Texas

EXHIBIT A

Depiction of Line C-5 Phase 4

