

**SEVENTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING,
CONSTRUCTION AND OPERATION OF THE BCRUA
REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT**

THIS SEVENTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT (the "Seventh Amendment") is dated and entered into as of the 27th day of March, 2024, by and among Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), a non-profit corporation of the State of Texas (the "State"), created and existing under the laws of the State, including Subchapter D of Chapter 431 as amended, Texas Transportation Code, and the City of Cedar Park, Texas ("Cedar Park"), the City of Leander, Texas ("Leander"), and the City of Round Rock, Texas ("Round Rock") all home-rule municipalities and political subdivisions of the State (individually, the "City"; collectively, the "Cities"). The BCRUA and the Cities are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on the 2nd day of September, 2008 the Parties entered into that one certain Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (the "Master Contract"), that provides terms and conditions for the financing, construction and operation of the first phase of the new regional system consisting generally of upgrades to Cedar Park's raw water intake, a raw water intake line, new water treatment plant, and water transmission mains; and

WHEREAS, on the 22nd day of January, 2009 the Parties entered into that one certain First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("First Amendment") to postpone the date on which the BCRUA Project is to be operational from April 1, 2011 to April 1, 2012; and

WHEREAS, on the 20th day of October, 2010 the Parties entered into that one certain Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Second Amendment") to update the estimated costs shown in Exhibit D with actual cost numbers, as well as to revise estimated costs; and

WHEREAS, on the 22nd day of February, 2012 the Parties entered into that one certain Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Third Amendment") to delay substantial completion of the water treatment plant from April 2012 to June 2012; and

WHEREAS, on the 25th day of April, 2018 the Parties entered into that one certain Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Fourth Amendment") to expand the definition of "BCRUA Project" to include certain Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and

WHEREAS, on the 22nd day of April, 2021 the Parties entered into that one certain Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Fifth Amendment”) to expand the definition of “BCRUA Project” to include all Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and to attach a new Exhibit D-1 to set out the estimated costs, the allocation of the costs among the Parties, and to set out the Parties respective reserved capacities in said Phase II components; and

WHEREAS, on the 5th day of November, 2021 the Parties entered into that one certain Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Fifth Amendment”) to expand the definition of “BCRUA Project” to include new phases to be designated Phase IB, Phase IC, and Phase ID, and to attach a new Exhibit D-2 to set out the estimated costs, the allocation of the costs among the Cities, and to set out the Cities’ respective reserved capacities in said Phase IB, IC, and ID components; and

WHEREAS, the Parties now desire to expand the definition of “BCRUA Project” to include a new phase to be designated Phase IIA, and to attach a new Exhibit D-3 to set out the estimated costs, the allocation of the costs among the Cities, and the Cities’ respective reserved capacities in said Phase IIA components;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities and the BCRUA mutually agree that the Master Contract is amended as follows:

ARTICLE I

TABLE OF CONTENTS

The list of exhibits in the Table of Contents of the Master Contract is amended to read as follows:

EXHIBITS

Exhibit A-1	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit A-2	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit A-3	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit B	Contract between City of Cedar Park and LCRA for Lake Travis Water
Exhibit C	Contract between City of Leander for Lake Travis Water
Exhibit D	BCRUA Regional Water Project Capacity and Cost Allocation, Phase IA, Amended: October 20, 2010
Exhibit D-1	BCRUA Regional Water Project Capacity and Cost Allocation, Phase II, Updated: March 30, 2021
Exhibit D-2	BCRUA Regional Water Project Capacity and Cost Allocation, Phases IB, IC, and ID
Exhibit D-3	BCRUA Regional Water Project Capacity and Cost Allocation, Phase IIA
Exhibit E	Descriptions of Phases IB, IC, and ID

Exhibit E-1	Description of Phase IIA
Exhibit F	BCRUA Regional Water Project Maximum Capacities and Delivery Rates

ARTICLE II

ADDED EXHIBIT D-3

The attached document entitled “Exhibit D-3; BCRUA Regional Water Project Capacity and Cost Allocation, Phase IIA has been added to set out the Cities’ respective capacity and cost allocation of Phase IIA of the Regional System Components and it shall be considered attached to and incorporated in the Master Contract.

ARTICLE III

DEFINITIONS

Except as amended herein, all terms used herein shall have the meanings assigned to them in the Master Contract, unless the context clearly requires otherwise.

The Master Contract, Article I, Section 1.1 (f) shall be amended to read as follows:

(f) “BCRUA Project” means, collectively, the Land Interests and the improvements described in the recitals to this Contract and further described in the Preliminary Design Report, and as shown on Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit E, and Exhibit E-1. Without limitation the BCRUA Project includes the facilities, lines, intake structures, storage tanks, booster pumps, and other appurtenances in the BCRUA Project, including specifically Phases IB, IC, and ID, as described in Exhibit E, including specifically Phase IIA as described in Exhibit E-1, and the Phase II Regional System Components, as described in the Preliminary Design Report and owned by the BCRUA sufficient to treat the raw water and deliver the treated water to which the Cities, respectively, are entitled under this Contract.

ARTICLE III

AMENDMENT TO ARTICLE VI, RESERVED CAPACITIES

Sections 6.1, 6.2, 6.3, and 6.4 are amended to read as follows:

Section 6.1 Reserved Capacities in BCRUA Project Components. Each City, respectively, shall have the exclusive right to its reserved capacity in each BCRUA Project component as described in Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit F. No reserved capacity may be allocated to or used by anyone other than the City on whose behalf that capacity has been reserved, unless the affected City specifically agrees in writing to the allocation or use.

Section 6.2 Reserved Capacities for Treated and Raw Water in the BCRUA Project. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver, treated and raw water at the Delivery Points in the amounts shown in Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit F

Section 6.3 Transfer of Reserved Capacity. Any City may transfer any portion of its reserved capacity in one or more BCRUA Project components to another City, in exchange for such consideration as such Cities shall deem appropriate. The Cities making such transfer shall provide written notice to the BCRUA and the other City, signed by the Cities making the transfer, specifying the amount of transferred reserved capacity and the affected BCRUA Project component(s), and providing that the Cities otherwise ratify and confirm their pre-existing obligations under this Contract. No such transfer shall be effective until and unless such notice is provided. A transfer of reserved capacity shall not change any Bond Payment, other payment, or other obligations of the Cities pursuant to this Contract.

Section 6.4 Documentation of Transferred Reserved Capacity. In the event that reserved capacity is transferred, the BCRUA and the Cities shall cause a written amendment to be made to Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit F. describing such transfer and setting forth the revised reserved capacity of each City in the BCRUA Project or component(s) thereof.

ARTICLE IV
MISCELLANEOUS

Section 4.1 To the extent necessary to effect the terms and provisions of this Seventh Amendment, the Master Contract is hereby amended and modified. In all other respects, the aforesaid Master Contract is hereby ratified and confirmed.

Section 4.2 This Seventh Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Seventh Amendment to be duly executed as of the 27th day of March, 2024.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Matthew Baker, President

Attest:

By: _____
Anne Duffy, Secretary

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Attest:

By: _____
LeAnn Quinn, City Secretary

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle-Sederquist, Mayor

Attest:

By: _____
Dara Crabtree, City Secretary

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

By: _____
Meagan Spinks, City Clerk

Exhibit D-3

BCRUA Regional Water Project Capacity and Cost Allocation, Phase IIA

	Design & Engineering Cost Allocation (%)	Phase IIA Treatment Plant Capacity Allocation (MGD)
Cedar Park	0	0
Leander	52.4	11.7
Round Rock	47.6	10.6

Exhibit E-1

Description of Phase IIA

<i>Phase</i>	<i>Capacity (MGD)</i>	<i>Description</i>
IIA	22.3	Plant Expansion from 41.9 MGD to 64.2 MGD