

EXHIBIT
"A"

SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED
WHOLESALE COLLECTION AND TREATMENT AGREEMENT
BETWEEN THE CITY OF ROUND ROCK, TEXAS
AND
R&R MOBILE JOINT VENTURE

This SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED WHOLESALE COLLECTION AND TREATMENT AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS AND R&R MOBILE JOINT VENTURE (the "Second Amendment") is dated and entered into as of the ___ day of _____, 2020 by and between the City of Round Rock ("City") and R&R Mobile Joint Venture ("R&R"), a Texas joint venture.

RECITALS

WHEREAS, on the 8th day of August, 2013, the City and R&R entered into that certain First Amended and Restated Wholesale Collection and Treatment Agreement Between the City of Round Rock, Texas and R&R Mobile Joint Venture (the "Agreement"); and

WHEREAS, on the 25th day of July, 2019, the City and R&R entered into that certain First Amendment to the Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement Between the City of Round Rock and R&R Mobile Joint Venture to allow R&R Joint Venture to purchase one additional Service Unit; and

WHEREAS, the City and R&R now wish to amend the Agreement to provide for the City to make water available to R&R for fire protection;

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, City and R&R mutually agree as follows:

ARTICLE I
DEFINITIONS

1.01 All terms used herein shall have the meanings assigned to them in the Agreement, unless the context clearly requires otherwise.

ARTICLE II
AMENDMENTS

2.01 The Agreement is hereby amended to by adding section 3.12 which shall read as follows:

3.12 Water for Fire Protection. The City agrees to make water available to R&R for fire protection purposes. R&R may connect to the City's water transmission line at the points

