

**THIRD AMENDMENT TO
ASSET TRANSFER AND UTILITY
SYSTEM CONSOLIDATION AGREEMENT**

THIS THIRD AMENDMENT TO ASSET TRANSFER AND UTILITY SYSTEM CONSOLIDATION AGREEMENT (this “*Third Amendment*”) by and between the CITY OF GEORGETOWN, TEXAS (“*City*”), a home rule municipality in Williamson County, Texas, and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT (“*CTSUD*” or “*District*”), a conservation and reclamation district and political subdivision of the State of Texas, is made and entered into effective the _____ day of _____, 2019 (the “*Effective Date*”).

RECITALS

WHEREAS, on October 15, 2013, the District and the City entered into an Asset Transfer and Utility System Consolidation Agreement regarding the transfer and conveyance of assets of the District to the City and the assumption of debt and obligations by the City (the “*Original Agreement*”);

WHEREAS, on September 12, 2014 and January 15, 2015, the Parties amended the Original Agreement in the First Amendment to Asset Transfer and Utility System Consolidation Agreement and the Second Amendment to Asset Transfer and Utility System Consolidation Agreement (the Original Agreement, as so subsequently amended, being collectively referred to herein as the “*Amended Transfer Agreement*”);

WHEREAS, an application for approval of the transfer and cancellation of the CTSUD CCN (the “*Application*”) was filed with the Texas Commission on Environmental Quality and its successor agency, the Public Utility Commission (“*PUC*”), and following a hearing at State Office of Administrative Hearings, the application was approved (the “*PUC Approval*”);

WHEREAS, the Parties closed the transaction contemplated by the Original Agreement, as amended, on or about September 12, 2014;

WHEREAS, the PUC Approval was appealed by certain parties to the PUC case involving the Application, and the PUC Approval was subsequently upheld by a Travis County district court and thereafter by the Third Court of Appeals (in cause number 03-16-00540-cv), which decisions are now final and non-appealable;

WHEREAS, separately, the Chisholm Trail Stakeholders Group filed a lawsuit in Travis county (cause no. D-1-GN-15-003337) (the “*Stakeholder’s Lawsuit*”) challenging the Original Agreement, as amended, and asserting various other claims in an effort to undermine the Amended Transfer Agreement;

WHEREAS, a final judgment was entered in the Stakeholder's Lawsuit on August 20, 2018, and the Stakeholders have appealed to the Third Court of Appeals, which appeal remains pending;

WHEREAS, Senate Bill 248 was passed by the Texas Legislature in 2017, and the bill sets forth the procedures for dissolution of the District;

WHEREAS, the Parties have determined that it is in the Parties' best interests to enter into this Third Amendment;

WHEREAS, pursuant to Section 13.5 of the Original Agreement, this amendment shall become effective only upon the execution and delivery of this Third Amendment by all of the Parties; and

WHEREAS, the Parties desire to amend the Amended Transfer Agreement, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the Parties agree to amend the Amended Transfer Agreement, as follows:

ARTICLE I RECITALS AND AMENDMENTS

Section. 1.1. **Recitals and Definitions.** The Parties agree that the recitals above, including defined terms, are incorporated herein by reference for all purposes as if copied verbatim. Capitalized terms not otherwise defined herein, shall have the meaning given in the Amended Transfer Agreement.

Section. 1.2. **Amendments.**

A. **Insurance Coverage.** Section 8.5 (City's Covenants) of the Amended Transfer Agreement is hereby amended to add the following new text:

"F. **Insurance Coverage.** The Parties agrees that CTSUD may fund, from the Excluded Assets or any other funds, on or after dissolution of the CTSUD one or more "tail" insurance policies in a form acceptable to CTSUD and an amount not less than \$10,000,000 with a claims period of at least four years from the date that CTSUD is dissolved, with respect to directors' and officers' liability insurance for claims against CTSUD or its directors arising from facts or events that occurred prior to the dissolution, including any claims arising out of the Amended Transfer Agreement. In the event said insurance does not pay any costs of defense or damages for such claims, the City agrees that it shall fund all such costs for claims brought prior to four years after dissolution of the District, pursuant to the terms of the Indemnity Agreement in Article XII, as amended."

- B. **Indemnity Agreement.** Article XII (Indemnification and Release) of the Amended Transfer Agreement is hereby amended to add the following new Sections 12.2, 12.3 and 12.4:

“Section 12.2 Indemnification of Board and Related Parties. **THE CITY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ALL CURRENT AND FORMER CTSUD DIRECTORS, OFFICERS, AGENTS, AND ATTORNEYS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS, JUDGMENTS, DAMAGES, LIABILITIES, AND CLAIMS FOR DAMAGES OF EVERY KIND AND CHARACTER, KNOWN AND UNKNOWN, PAST, PRESENT, AND FUTURE (INCLUDING, BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT, COMPARATIVE, OR JOINT ENTERPRISE LIABILITY) IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF (A) THE AMENDED TRANSFER AGREEMENT, (B) THE ASSETS TRANSFERRED TO THE CITY, (C) THE TRANSACTIONS CONTEMPLATED BY THE AMENDED TRANSFER AGREEMENT, OR (D) THE DISSOLUTION OF CTSUD (COLLECTIVELY, A “COVERED CLAIM”). THE OBLIGATION OF THE CITY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES HEREUNDER SHALL SURVIVE THE DISSOLUTION OF CTSUD AND THE TERMINATION OF THE AMENDED TRANSFER AGREEMENT. THE CITY’S OBLIGATIONS HEREUNDER SHALL FIRST BE SATISFIED FROM FUNDS ESCROWED PURSUANT TO SECTION 12.5 (ESCROW OF EXCLUDED ASSETS) AND THEREAFTER WITH FUNDS OF THE CITY CONSISTENT WITH THE CITY’S ASSUMPTION OF THE OBLIGATIONS OF CTSUD PURSUANT TO SECTION 7219.053 OF THE SPECIAL DISTRICT LOCAL LAWS CODE, ADDED BY SENATE BILL 248 OF THE 85TH LEGISLATIVE SESSION.**

“Section 12.3 Duty to Defend. If any judicial or administrative proceeding, whether civil, criminal, or otherwise (individually, “Action” and collectively, “Actions”), is threatened, asserted, commenced or brought against one or more Indemnified Parties for which a party may be indemnified under Section 12.2, City shall retain and direct counsel to defend such Action. The Indemnified Parties shall have the right to approve such counsel, such approval not to be unreasonably withheld. The Indemnified Parties shall cooperate fully with counsel in such defense. City shall assume responsibility for the payment of all reasonable fees, costs of court, experts and disbursements of such counsel.

“Section 12.4 Enforcement of Claim for Indemnification. If a claim for indemnification is not paid promptly within thirty (30) days of a demand by any Indemnified Party, the Indemnified Party may bring suit against City to recover the unpaid amount of the claim and, if successful, in whole or in substantial part,

the Indemnified Party shall be entitled to be paid also the expense of prosecuting such claim (including reasonable attorney's fees and other expenses)."

- C. **Escrow Account.** Article XII (Indemnification and Release) of the Amended Transfer Agreement is hereby amended to add the following new Section 12.5:

"Section 12.5 Escrow of Excluded Assets. Upon dissolution of CTSUD, the Parties agree that the remaining Excluded Assets held by CTSUD at dissolution shall be deposited into an escrow account at a financial institution selected by CTSUD, and approved by the City, for the benefit of the Indemnified Parties. Such escrowed funds shall thereafter be dispersed by the financial institution at the request of an Authorized Person, subject to approval by a designated representative of the City, with such approval to be granted consistent with and in fulfillment of the City's obligations and agreements pursuant to the Amended Transfer Agreement, this Third Amendment, and Section 7219.053 of the Special District Local Laws Code, Added by Senate Bill 248 of the 85th Legislative Session, and used to defend any Covered Claim brought or pending against any of the Indemnified Parties. The terms of dispersal of funds shall be set forth in an Escrow Agreement in generally the form attached hereto as Exhibit "L", with such changes as are required by the financial institution and acceptable to the Parties. "Authorized Person" shall mean the last duly serving President of CTSUD, or in his absence, disability or death, the next person, in order of the following a) last duly serving Vice-president, b) last duly serving Treasurer, c) last duly serving Secretary, or d) last duly serving Board members in order of their tenure on the Board. This section shall prevail over any inconsistent terms of Section 8.4.B.

- D. **Term and Survival.** Article XI (Termination and Remedies) of the Amended Transfer Agreement is hereby amended to delete Sections 11.1, 11.2 and 11.3, and replace with the following Section:

Section 11.1 Term and Survival. This Amended Transfer Agreement shall remain in full force and effect until final dissolution of CTSUD. Further, and notwithstanding any provision herein to the contrary, the City's obligations in Section 7.2.A, Section 8.5.F and Article XII shall continue after dissolution of the District and shall survive the termination of the Amended Transfer Agreement for all purposes, until the later of a) four years and 30 days after dissolution, or b) the conclusion of all litigation involving CTSUD or any of its directors or former directors.

Section. 1.3. **Miscellaneous**

- A. **Effect of Third Amendment.** Except as amended hereby, the Amended Transfer Agreement, remains in full force and effect.
- B. **Governing Law and Forum.** This Third Amendment will be construed and interpreted in accordance with the law of the State of Texas and the obligations of

the Parties hereto are and will be performable in Williamson County. By executing this Third Amendment, each party hereto expressly (a) consents and submits to personal jurisdiction and venue consistent with the previous sentence, (b) waives, to the fullest extent permitted by law, all claims and defenses that such jurisdiction and venue are not proper or convenient, and (c) consents to the service of process in any manner authorized by Texas law.

- C. **No Oral Modification.** This Third Amendment may not be modified or amended, except by an agreement in writing signed by all of the Parties to this Third Amendment.
- D. **Entire Agreement.** This Third Amendment and the Amended Transfer Agreement, including the Exhibits thereto, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- E. **Severability.** If any provision of this Third Amendment shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, in whole or in part, the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect.
- F. **Counterpart Execution.** This Third Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement. Delivery of a signature to this Third Amendment by facsimile transmission or electronic mail in "portable document format" shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, each party hereto has signed this Third Amendment or caused this Third Amendment to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

Chisholm Trail Special Utility District

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, _____ of Chisholm Trail Special Utility District, a Texas conservation and reclamation district, on behalf of said district.

Notary Public, State of Texas

IN WITNESS WHEREOF, each party hereto has signed this Third Amendment or caused this Third Amendment to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

City of Georgetown, Texas

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, _____ of the City of Georgetown, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT “L”
Form of Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into as of _____, 2019 by and between CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, a conservation and reclamation district and political subdivision of the State of Texas ("District"), CITY OF GEORGETOWN, TEXAS, a home rule municipality in Williamson County, Texas ("City"), and Delton Robinson ("Escrow Agent").

RECITALS:

WHEREAS, the District and the City are parties to that certain Asset Transfer and Utility System Consolidation Agreement regarding the transfer and conveyance of assets of the District to the City and the assumption of debt and obligations by the City (as heretofore amended, and as may be amended from time to time hereafter, the "Transfer Agreement");

WHEREAS, the District's Board of Directors has adopted an Order proposing to dissolve the District and calling a hearing on the proposal to dissolve;

WHEREAS, pursuant to Section 12.5 of the Transfer Agreement, the Excluded Assets held by the District are to be deposited into an escrow account for the benefit of the Indemnified Parties, and shall thereafter be disbursed at the request of an Authorized Person (as defined therein) and used to defend any Covered Claim brought or pending against any of the Indemnified Parties, as more particularly set forth in the Transfer Agreement;

WHEREAS, the District, the City, and Escrow Agent acknowledge and agree that the funds to be escrowed herein are public funds, and are to be held and managed in compliance with state laws governing public funds; and

WHEREAS, this Agreement is entered into to carry out the intent of purposes of said Section 12.5 of the Transfer Agreement in accordance with the terms and provisions set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, Purchaser, and Escrow Agent agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined in this Agreement shall have the meaning given to such terms in the Transfer Agreement.
2. **Deposit of Escrow Funds.** Upon or prior to dissolution of the District, the District shall deposit the Excluded Assets (the "Escrow Funds") into an interest bearing account at a financial institution selected by the District and approved by the City (the "Bank"). The deposit of the Escrow Funds may occur in one or more deposits by the District. The Escrow Funds shall be held and disbursed in accordance with the terms of this Agreement. Escrow Agent acknowledges that the Escrow Funds are not the property of Escrow Agent, and, until disbursed in accordance with the terms of this Agreement, shall continue to be the property of the District until dissolution of the District, at which time such funds shall become the property of the City, subject, however, to each of the terms and provisions of this Agreement.
3. **Disbursement of Escrow Funds.** Upon the occurrence of certain conditions as set forth in this Agreement, Escrow Agent agrees to disburse the Escrow Funds, or the applicable portion thereof, to the party and for the purposes provided for in this Section 3.

- (a) In the event Escrow Agent shall receive (i) written notice from any Indemnified Party certifying that a Covered Claim has been brought or is pending against one or more Indemnified Parties (the “Requesting Party”), (ii) reasonable evidence of costs and expenses incurred in connection with the defense of such Covered Claim, and (iii) a request that such costs and expenses be paid out of a disbursement of the Escrow Funds (the foregoing items constituting a “Funding Request”), Escrow Agent shall provide written notice of such Funding Request, including a copy thereof, to the City.
 - (b) In the event that the City shall reasonably determine that a disbursement from Escrow Funds pursuant to and as requested by such Funding Request will not comply with this Agreement or the terms of the Transfer Agreement, then the City shall have the right to object to such Funding Request (or any portion thereof) by delivering written notice to each of the Escrow Agent and the Requesting Party, which written notice shall describe in reasonable detail the specific reasons for such objection (any such notice being a “Funding Objection Notice”). In the event a Funding Objection Notice is timely delivered to Escrow Agent, Escrow Agent shall withhold the portion of the requested disbursement specified in such Funding Objection Notice until the dispute has been resolved in accordance with Section 4 and the Escrow Agent has received a written notice signed by the Requesting Party and the City notifying the Escrow Agent that such dispute has been resolved and directing Escrow Agent as to how the requested funds should be handled.
 - (c) If (i) Escrow Agent shall not have received a Funding Objection Notice by the end of the day which is ten (10) business days following the date on which Escrow Agent notified the City of the Funding Request in accordance with Section 3(a), or if (ii) Escrow Agent shall have received written authorization from the City authorizing disbursement out of the Escrow Funds pursuant to and as requested by the Funding Request, then Escrow Agent shall be authorized without further action by any party to disburse Escrow Funds pursuant to and as requested by such Funding Request.
 - (d) Any Escrow Funds remaining on deposit on or after the later to occur of: i) four years and 30 days after the dissolution of the District, or ii) the conclusion of all litigation involving the District or any of its directors or former directors, shall, upon written request from the City, be disbursed to the City; provided, however, that any such remaining funds that are subject to a pending Funding Request or an unresolved dispute shall remain on deposit under this Agreement for such time as is necessary to allow such Funding Request and/or dispute to be resolved in accordance with the terms of this Agreement. At such time as all Escrow Funds held by Escrow Agent are disbursed, this Agreement shall terminate and shall be of no further force or effect.
4. **Resolving Funding Objection Notices.** Any Funding Objection Notice timely received by Escrow Agent shall be resolved in accordance with this Section 4. Within five (5) business days after receiving a Funding Objection Notice, Escrow Agent shall notify the Requesting Party of such objection and provide a copy of the Funding Objection Notice to the Requesting Party. The Requesting Party and the City then shall, in good faith, attempt to resolve any dispute regarding whether such Funding Request complies with this Agreement and the terms of the Transfer Agreement within thirty (30) days after the Requesting Party’s receipt of such notification from the Escrow Agent, and upon reaching agreement shall jointly provide instructions to Escrow Agent as to whether or not to disburse funds requested in the Funding Request. In the event of an impasse, either of the Requesting Party or the City, following the end of such 30-day period, may bring an appropriate action to resolve such dispute in a court of competent jurisdiction.

5. **Concerning Escrow Agent.**

- (a) Under this Agreement, Escrow Agent shall have no liability for the holding, investment, disbursement, application or other disposition of any monies and/or documents received by Escrow Agent other than to comply with the specific instructions, terms and provisions expressly set forth and/or provided for in this Agreement. Escrow Agent shall not be responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or for the form or execution thereof, or for the identity, authority or rights of any person executing or depositing the same. In accepting any monies and/or documents delivered to Escrow Agent hereunder, it is agreed and understood that the Escrow Agent will not be called upon to construe any contract, instrument or document deposited herewith or submitted hereunder, but only to follow the specific instructions expressly set forth and/or provided for in this Agreement.
- (b) Escrow Agent, as a part of the consideration for its acceptance of its responsibilities herein, shall not, in the performance of its duties under this Agreement, be liable for any error of judgment, or for any acts or omissions done by it in good faith, or for any mistake of fact or law, or for any claims, demands, causes of action, losses, liabilities, damages, costs or expenses claimed or suffered by any party to this Agreement, except such as may arise as a result of the Escrow Agent's own gross negligence or willful misconduct. Escrow Agent is hereby authorized to rely upon, and shall be protected in acting upon, any notice, request, waiver, consent, receipt, certificate, affidavit, authorization, power of attorney, trust agreement or other paper or document believed by Escrow Agent in good faith to be genuine and what it purports to be.
- (c) In case of any suit or proceeding regarding this Agreement to which Escrow Agent is or may be at any time a party, Escrow Agent shall be reimbursed out of the Escrow Funds from all loss, costs or damages incurred, including but not limited to attorneys' fees, by reason of this Agreement or the subject matter hereof or any cause of action which may be filed in connection therewith, and in the event such Escrow Funds are insufficient to fully cover all of such loss, costs or damages, the District and the City shall reimburse Escrow Agent for any such loss, costs or damages in excess of the Escrow Funds.
- (d) Further, if conflicting demands are made on Escrow Agent by the parties, Escrow Agent may withhold its performance under the terms of this Agreement until the conflicting demands are withdrawn, and the parties thereafter agree, or may interplead the escrowed funds into a court of competent jurisdiction where the rights of the parties making the demands shall be settled by said court.
- (e) Escrow Agent may consult with legal counsel in the event of any dispute or questions as to the construction of the foregoing instruments, or Escrow Agent's duties hereunder, and Escrow Agent shall incur no liability and shall be protected in acting in accordance with the opinion and instructions of such counsel.
- (f) Escrow Agent shall continue to serve as escrow agent under this Agreement until a successor escrow agent is appointed in accordance with the provisions set forth below; provided, however, that Escrow Agent may at any time notify the City that he/she is no longer willing or able to serve as escrow agent under this Agreement. In the event Escrow Agent is no longer willing or able to serve in the capacity as escrow agent in accordance with the terms of this Agreement, a successor escrow agent shall be appointed by the City out of the Successor Escrow Agents (as defined below) to succeed to the interests of Escrow Agent hereunder. The "Successor Escrow Agents" are the

following individuals, who shall be appointed as needed in the order set out hereinafter:
_____, _____, _____, and _____; provided, however, any Successor Escrow Agent may elect not to serve as escrow agent hereunder by notifying the City of such election in writing.

- (g) The appointment of a Successor Escrow Agent shall be made by the City's executing and delivering to the applicable Successor Escrow Agent a written notice in the form attached hereto as **Exhibit A** (the "**Appointment and Joinder**"), and such Successor Escrow Agent shall promptly execute such Appointment and Joinder and return the same to the City. Within ten (10) days after such Appointment and Joinder shall have been signed and returned to the City by the Successor Escrow Agent, the City shall notify the previously serving escrow agent and each of the Indemnified Parties in writing of such appointment and include with such notice a copy of the executed Appointment and Joinder.
- (h) There shall be not more than one escrow agent serving at any time under this Agreement, and upon execution by the City and the Successor Escrow Agent of the Appointment and Joinder, all of the rights and obligations of Escrow Agent thereafter arising automatically shall be deemed assigned to and assumed by such Successor Escrow Agent. Upon request from any Successor Escrow Agent or any Indemnified Party, the City shall provide written confirmation as to the person then-serving as escrow agent under this Agreement. Each of the City, the previously serving escrow agent and the Successor Escrow Agent shall reasonably cooperate to fully carry out such succession in the role of escrow agent, including, without limitation, taking such actions as may be necessary to give such Successor Escrow Agent sole control over the account containing the Escrow Funds.
- (i) No fee shall be charged by Escrow Agent.
6. **Notices.** All notices or certifications required hereunder shall be in writing and shall be either personally delivered, delivered by the United States Mail, registered or certified mail, return receipt requested, postage prepaid, sent by a nationally recognized overnight courier service, or sent by facsimile or email transmission followed by a confirmatory notice sent in another manner permitted hereunder, to the party to whom such notice is directed at its address set forth below or at such other address as such party may have specified theretofore by notice in writing to the other party. All notices shall be effective upon delivery to the address of the addressee.

District: Chisholm Trail Special Utility District

Attention: _____
Phone: (____) _____
Fax: (____) _____
Email: _____

City: City of Georgetown, Texas

Attention: _____
Phone: (____) _____
Fax: (____) _____
Email: _____

Escrow Agent: Delton Robinson

Phone: (____) _____

Fax: (____) _____

Email: _____

7. **Further Assurances.** The District, the City and Escrow Agent shall reasonably cooperate with each other in connection with the subject matter hereof, and execute such other documents, affidavits and other items as may be reasonably necessary to effectuate the terms of this Agreement.
8. **Amendments.** Except in connection with an Appointment and Joinder executed in accordance with Section 5, this Agreement shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written agreement executed by each of the District, the City and Escrow Agent. Notwithstanding the foregoing, following the dissolution of the District, this Agreement may be amended or modified upon the written agreement of the City and the Escrow Agent.
9. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall bind the District, the City, Escrow Agent, and each of their respective successors or assigns.
10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. Electronic signatures shall be effective as originals.
11. **Severability.** In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.
12. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

[Signature page follows]

EXECUTED to be effective as of the date and year first written above.

DISTRICT:

Chisholm Trail Special Utility District

By: _____

Name: _____

Title: _____

CITY:

City of Georgetown, Texas

By: _____

Name: _____

Title: _____

ESCROW AGENT:

Delton Robinson

Printed Name: _____

EXHIBIT A

FORM OF APPOINTMENT AND JOINDER

APPOINTMENT AND JOINDER OF SUCCESSOR ESCROW AGENT

This Appointment and Joinder of Successor Escrow Agent (this "Appointment") is executed by each of the undersigned pursuant to that certain Escrow Agreement (the "Escrow Agreement") dated as of _____, 2019 by and between CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, a conservation and reclamation district and political subdivision of the State of Texas, the CITY OF GEORGETOWN, TEXAS, a home rule municipality in Williamson County, Texas (the "City"), and Delton Robinson, as the initial escrow agent. All capitalized terms used but not defined in this Appointment shall have the meaning given to such terms in the Escrow Agreement.

By executing this Appointment, the City hereby appoints _____ ("Successor Escrow Agent") as successor escrow agent under the Escrow Agreement to replace _____, and Successor Escrow Agent accepts such appointment and agrees that he/she shall comply with the terms of the Escrow Agreement. From and after the later of the dates of execution of this Appointment by the City and Successor Escrow Agent, the rights and obligations of "Escrow Agent" under the Escrow Agreement automatically and without further action required of any party shall inure to and be carried out and performed by Successor Escrow Agent.

Any third party receiving a copy of this Appointment signed on behalf of the City and Successor Escrow Agent shall be entitled to rely on this Appointment until such third party shall have received a subsequent fully-executed Appointment identifying a replacement to serve as escrow agent under the Escrow Agreement in place of Successor Escrow Agent.

Successor Escrow Agent's address for receipt of notices under the Escrow Agreement is as follows:

Phone: (____) _____
Fax: (____) _____
Email: _____

CITY:

SUCCESSOR ESCROW AGENT:

City of Georgetown, Texas

By: _____
Name: _____
Title: _____

Printed Name: _____

Date: _____

Date: _____