

**ASSIGNMENT AND ASSUMPTION OF SECOND AMENDED AND RESTATED
WASTEWATER SERVICE AND FEE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF SECOND AMENDED AND RESTATED WASTEWATER SERVICE AND FEE AGREEMENT (this “*Assignment*”) is made as of _____, 2025 (the “*Effective Date*”), by and between **CRTX DEVELOPMENT LLC**, a Texas limited liability company (“*Assignor*”), and **LOCAL AT DS LP**, a Texas limited partnership (“*Assignee*”) and consented to by the **CITY OF DRIPPING SPRINGS**, a Type A General Law City located in Hays County, Texas (the “*City*”). Capitalized terms contained herein that are not expressly defined in this Assignment shall have the meaning given to them in the Agreement (as defined below).

RECITALS

A. Assignor, as Owner, and the City, entered into that certain Second Amended and Restated Wastewater Service and Fee Agreement dated effective June 17, 2025 (the “*Agreement*”).

B. Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all of Assignor’s right, title and interest in and to the Agreement in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby TRANSFERS, SETS OVER, DELIVERS and ASSIGNS to Assignee all of Assignor’s right, title and interest in, to and under the Agreement. Assignor agrees that it will indemnify, defend and hold Assignee harmless, from and against any and all loss, cost, expense (including reasonable attorneys’ fees), liability, claims, demands, actions and judgments of every kind and character suffered by, recovered from or asserted against Assignee on account of any obligation of “Owner” under the Agreement assigned by Assignor accruing prior to the Effective Date.

2. **Assumption.** Assignee hereby accepts the assignment made by Assignor under Section 1 above and assumes and agrees to discharge, keep and perform in accordance with the terms thereof, all of the obligations of the “Owner” set forth in the Agreement. Assignee agrees that it will indemnify, defend and hold Assignor harmless, from and against any and all loss, cost, expense (including reasonable attorneys’ fees), liability, claims, demands, actions and judgments of every kind and character suffered by, recovered from or asserted against Assignor on account of any obligation of “Owner” under the Agreement assumed by Assignee accruing on or after the Effective Date.

3. **Notice Address.** The Owner’s address for notice under the Agreement shall hereafter be as follows:

LOCAL AT DS LP
6034 W Courtyard Dr, Ste 288
Austin, TX 78730
Attn: Taylor Wilson
taylor@wilsoncapitallp.com

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

5. **Entire Agreement.** This Assignment contains the entire understanding between the parties as to the subject matter hereof. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

6. **Successors.** This Assignment shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of each of the parties.

7. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. In addition, the parties may execute separate signature pages, and such signature pages (and/or signature pages which have been detached from one or more duplicate original copies of this Assignment) may be combined and attached to one or more copies of this Assignment so that such copies shall contain the signatures of each of the parties hereto. Further, each party hereto may rely upon an electronically transmitted file of a counterpart of this Assignment or detached signature page therefrom that has been executed by the other party hereto as if the same were the executed original thereof, and the other party shall be bound thereby.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

CRTX DEVELOPMENT LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

LOCAL AT DS LP,
a Texas limited partnership

By: Local at DS GP LLC,
a Texas limited liability company,
its General Partner

By: _____
Taylor Wilson, Manager

CONSENTED TO BY:

CITY OF DRIPPING SPRINGS

By: _____
Name: _____
Title: _____