

EXHIBIT A
Amendments to the Existing Agreement

The Existing Agreement is hereby amended or modified as follows:

1. The first Recital paragraph on page 1 is hereby struck in its entirety and replaced with the following:
“WHEREAS, as of the Effective Date of this Agreement or within ninety (90) days of the Effective Date of this Agreement, the Owner will have fee title to the 344.6 acres of land, more particularly described in Exhibit “A” and Exhibit “B”, which are attached hereto and fully incorporated herein (the “Property”); and”
2. The eighth Recital paragraph on page 1 is hereby struck in its entirety and replaced with the following:
“WHEREAS, upon the approval of this Agreement, the establishment of the required Public Improvement District (“PID”), annexation, and associated zoning of the Property, so long as zoning begins within ninety (90) days after the City annexes the Property, the Parties agree that the 2013 Development Agreement and 2014 Development Agreement, is wholly amended and replaced by this Agreement, the Parties agree that Owner will have waived all associated development and contractual claims and rights under the 2013 Development Agreement and 2014 Development Agreement; and”
3. The ninth Recital is hereby amended by deleting the number 278 and substituting the number 227.
4. The following Recital paragraph is added after the final Recital paragraph:
“WHEREAS, on July 3, 2025, the City annexed the Property.
5. Article 1 DEFINED TERMS SECTION of the Existing Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical order:
“Developer” means Bitterblue, Inc.
“Impact Fee(s)” is an Assessment imposed by the City of Fair Oaks Ranch against new development in order to fund some of the costs of capital improvements or facility expansions necessitated by and attributable to the new development.” Impact Fees shall be assessed on development at the time the final plat of the property is recorded and shall be due at the time a building permit is issued.
“Owner” means Bitterblue, Inc.
6. Article 1 DEFINED TERMS SECTION “Project” of the Existing Agreement is hereby amended by deleting the number 278 and substituting the number 227.
7. Section 2.03 of Article 2 of the Existing Agreement of the Existing Agreement is hereby amended by deleting the words “on or before _____, 2025” from the last sentence of the paragraph of such Section 2.03 and substituting in lieu thereof the words “ninety (90) days after annexation by the City,”.
8. Section 3.02(a)(i) of Article 3 of the Existing Agreement is hereby amended by deleting the word “Developer” and substituting in lieu thereof the word “Owner”.

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9. Section 3.02(a)(i) of Article 3 of the Existing Agreement is hereby amended by deleting the number “278” and substituting the number “227”.
10. Section 3.02(a)(iv) of Article 3 of the Existing Agreement is hereby amended by is hereby amended by deleting the words “varying,” and “between”.
11. Section 3.02(a)(iv) of Article 3 of the Existing Agreement is hereby amended by deleting the words “and 150 feet” and substituting in lieu thereof the words “cul-de-sacs and knuckle-sacs with minimum lot frontages of 100 feet”.
12. Section 3.02(a) of Article 3 of the Existing Agreement is hereby amended by inserting the following new subsection “(v) Developer shall comply with the City of Fair Oaks Ranch Unified Development Code, Section 9.7 Drainage and Erosion Control Standards except for 9.7 (1)(d) which shall apply as follows: “Downstream impacts of increased impervious area resulting from development will be mitigated through detention and/or green infrastructure. Peak runoff control will be provided for the 100-yr, 10-yr, and 2-yr storms such that post-development flows from the subject project meet or are less than pre-development flows as determined with a drainage study.”
13. Section 3.03(e) of Article 3 of the Existing Agreement is hereby amended by striking the following words “(unless waived pursuant to the terms of the USA)” immediately preceding the words “rates, charges and other connection fees, as and to the extent applicable, and satisfaction of any such connection, access, or use requirements of any Governing Regulation.” of such subsection (e).
14. Subsection 3.04(b) of Article 3 of the Existing Agreement is hereby amended by deleting the word “Developer” and substituting in lieu thereof the word “Owner”.
15. Subsection 3.04(b) of Article 3 of the Existing Agreement is hereby amended by striking the following words “which includes the Owner’s payment (or its causing to be paid) the water system capacity allocation charge,” immediately preceding the words “shall be specified in the USA.” in such subsection 3.04(b).
16. Subsection 3.06(c)(ii) of Article 3 of the Existing Agreement is hereby amended by striking the words “submittal of a plat application” and substituting in lieu thereof the words “date of recordation”.
17. Section 3.06 of Article 3 of the Existing Agreement is hereby amended by striking the words “Notwithstanding the foregoing or any other provision in this Agreement or the USA to the contrary, the USA may provide for the waiver of Impact Fees in lieu of payment of a substitute capital recovery charge and, if so, the provisions of the USA shall control.” and “and associated impact fees” from the last paragraph.
18. Section 5.01(f) of Article 5 of the Existing Agreement is hereby amended by deleting the word “Developer” and substituting in lieu thereof the word “Owner”.
19. Section 5.06 of Article 5 of the Existing Agreement is hereby amended by deleting the word “Developer” and substituting in lieu thereof the word “Owner”.
20. Section 5.07 of Article 5 of the Existing Agreement is hereby amended by deleting the word “Developer” and substituting in lieu thereof the word “Owner”.

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21. Section 7.01 of Article 7 of the Existing Agreement is hereby amended by deleting the word “Developer” and substituting in lieu thereof the word “Owner”.
22. Subsection 10.04(a) of Article 10 of the Existing Agreement is hereby amended as follows:
 - a. by striking the word “owns” and substituting in lieu thereof the words “shall own” immediately after the words “The Owner hereby represents to the City that it” of such subsection; and
 - b. by striking the words “as of _____,” and substituting in lieu thereof the words “no later than ninety (90) days after the date the City annexes the Property” immediately preceding the words “free and clear of any and all liens or mortgages.” of such subsection.
23. Section 10.04(f) of Article 10 of the Existing Agreement is hereby amended by deleting the word “Developer” and substituting in lieu thereof the word “Owner”.
24. Article 11 of the Existing Agreement is hereby amended by deleting the word “DEVELOPER” and substituting in lieu thereof the word “OWNER”.
25. Section 12.05 of Article 12 of the Existing Agreement is hereby amended by inserting the words “or before December 31, 2025 whichever event occurs first,” immediately preceding the words “or (iii) at the sole discretion of any Party in the event the PID as contemplated herein is not formed on or before August 1, 2025.” of such Section.
26. Exhibit “C” of the Existing Agreement is hereby amended with new Concept Plan depicting 227 total lots.
27. Exhibit “D” is now inserted as it was in the original amended DA.
28. Exhibit “H” of the Existing Agreement is hereby renamed as Exhibit “G”.
29. Exhibit “I” of the Existing Agreement is hereby renamed as Exhibit “H”.
30. Exhibit “J” of the Existing Agreement is hereby renamed as Exhibit “I”.
31. The first paragraph of Exhibit I – FORM OF USA UTILITY SERVICE AGREEMENT is hereby amended by inserting the words “(the “Developer”)” immediately after the words “Bitterblue, Inc.” in the first paragraph of such Exhibit I.
32. Section G.C.11.00 of Attachment I to Exhibit I is hereby deleted in its entirety FORM OF USA UTILITY SERVICE AGREEMENT is hereby struck in its entirety and replaced with the following language:

“For excess Water Capacity, the Developer shall pay to the City the Excess Water Capacity Fees in the amounts from time to time and at the times specified in the Governing Regulations. In addition, and to the extent the Developer’s development of the Property results in the City’s providing to the Developer Systems capacity, in the form of Water Service LUEs, in excess of the Water Capacity, the Developer agrees to pay all applicable Excess Water Capacity Fees as provided and in accordance with the applicable provisions of the Code and implementing City ordinances or resolutions relating to such Systems capacity in excess of the Water Capacity. Any conveyance of any portion of the Property shall include a written statement to the transferee of such portion of the Property concerning

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the requirement to pay Excess Water Capacity Fees as previously described as a result of the development of such Property pursuant to and in accordance with the applicable provisions of the Code. Notwithstanding the foregoing, the City makes no representations or guarantees concerning the availability of Systems capacity in excess of the Guaranteed Capacity.

The Developer agrees that this Agreement does not constitute an Assessment of Impact Fees on the Property or the Development regarding Excess Water Capacity; however, because fees owed to the City hereunder by the Developer for Water Capacity are used by the City to pay costs of System expansion to make available the Excess Water Capacity, such payment shall supersede and replace any Impact Fees that would otherwise be due and owing to the City for the Developer's accessing the Excess Water Capacity. This provision shall control in case of any conflict with any other provision of this Agreement or any other provision of the Development Agreement."

33. Section G.C. 12.00 – 14.00 are now renumbered as G.C. 11.00 – 13.00
34. Section G.C.11.00 of Attachment I to Exhibit I – FORM OF USA UTILITY SERVICE AGREEMENT is hereby amended by striking the word "and" and substituting in lieu thereof the words "and/or applicable" immediately after the words "To the extent that all applicable Impact Fees" in the first sentence of the second paragraph of such Section.
35. Section S.C.1.00 of Attachment II to Exhibit I – SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT is hereby amended by striking the words "The Parties agree that the Developer shall pay the City an amount equal to \$[8,670.33] per Water Service LUE, for a total of \$[2,445,033.06], for the Water Capacity, which amount shall be payable to the City the time of service request in accordance with the Service and Assessment Plan (each of such terms as defined in the Development Agreement)." of such Section and amended to read The Water Capacity shall not exceed two hundred thirty-three Water Service LUEs.
36. Section S.C.3.00 of Attachment II to Exhibit I – SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT is hereby amended by striking the word "Impact" from the section heading and striking the word "Impact" and substituting in lieu thereof the word "Applicable" of such Section.