

**FIRST AMENDMENT TO  
ROADWAY CONSTRUCTION REIMBURSEMENT AGREEMENT**

This FIRST AMENDMENT TO ROADWAY CONSTRUCTION REIMBURSEMENT AGREEMENT (this “*Amendment*”), dated as of April \_\_, 2024 (the “*Effective Date*”), is by and between the Town of Prosper, Texas (“*Prosper*”), and MSW Prosper 380 II, LP, a Texas limited partnership (“*Developer*”).

**RECITALS:**

A. Prosper and Developer are parties to that certain MSW Prosper 380 II, LP, Roadway Construction Reimbursement Agreement, dated effective as of April 1, 2022 (the “*Agreement*”). All initially capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

B. Prosper and Developer mutually desire to amend the Agreement as provided herein.

**AGREEMENTS:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prosper and Developer hereby agree as follows:

1. **Construction of the Roadways by Developer.** The last sentence of Paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“In the event the Roadways have not been accepted by the Town on or before March 31, 2025, then this Agreement shall be null and void and of no further force or effect.”

2. **Miscellaneous.**

(a) **No Other Amendments; This Amendment Governs and Controls.** Except as expressly modified by this Amendment, the Agreement shall remain unmodified and in full force and effect and is hereby ratified and affirmed. To the extent any of the provisions of this Amendment are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Amendment shall govern and control.

(b) **Successors and Assigns.** The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and permitted assigns.

(c) **Authority.** Each party hereto represents and warrants to the other that the individual executing this Amendment on behalf of such party has the capacity and authority to execute and deliver this Amendment on its behalf, and that this Amendment, once executed and delivered, is the legal, valid and binding obligation of such party.

(d) **Severability.** If any term, covenant, condition or provision of this Amendment, or the application thereof to any person, entity or circumstance, is held by a court of

competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of the terms, covenants, conditions or provisions of this Amendment, or the application thereof to any other person, entity or circumstance, will remain in full force and effect and will not be affected, impaired or invalidated thereby.

(e) Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Amendment by facsimile or as a PDF or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

**DEVELOPER:**

MSW PROSPER 380 II, LP,  
a Texas limited partnership

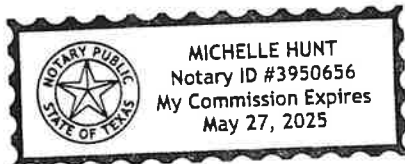
By: *Kristian Teleki*  
Kristian Teleki, Senior Vice President

Date: March 29, 2024

STATE OF TEXAS            )  
  )  
COUNTY OF Denton        )

Before me, the undersigned authority, on this day personally appeared Kristian T. Teleki, Senior Vice President of MSW Prosper 380 II, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 29<sup>TH</sup> day of Mar, 2024.



*Michelle Hunt*  
Notary public in and for the State of Texas

My commission expires: 5/27/25

**PROSPER:**

THE TOWN OF PROSPER, TEXAS

By: \_\_\_\_\_  
Mario Canizares, Town Manager

Date: \_\_\_\_\_

STATE OF TEXAS        )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2024, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

\_\_\_\_\_  
Notary public in and for the State of Texas

My commission expires: \_\_\_\_\_