

EXHIBIT
"A"

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Round Rock, Texas (the "City") and ICU Medical Fleet Services, LLC (formerly known as Hospira Fleet Services, LLC), a Delaware limited liability company ("ICU Medical").

RECITALS

WHEREAS, ICU Medical is a company with global operations that develops, manufactures, and sells medical technologies used in vascular therapy, oncology, and critical care applications; and

WHEREAS, ICU Medical owns a parcel of land commonly referred to as 2820 Oakmont Drive, Round Rock, Texas, as more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, ICU Medical conducts certain development, manufacturing, and logistics operations on the Property; and

WHEREAS, the City owns a parcel of land commonly referred to as 2800 Oakmont Drive, Round Rock, Texas, as more particularly described on Exhibit "B" attached hereto (the "Adjacent Land"), which is adjacent to the Property; and

WHEREAS, the City is planning a development project (the "Project") in the area surrounding the Property and the Adjacent Land; and

WHEREAS, in furtherance of the Project, the City desires to acquire an approximately one-half (1/2) acre portion of the Property in exchange for an equal portion of the Adjacent Land (the "Exchange"), as shown on Exhibit "C"; and

WHEREAS, the City is willing to reimburse ICU Medical's costs of exploring and executing the Exchange; and

WHEREAS, except as expressly provided herein, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the current understanding of the parties;

NOW THEREFORE, the City and ICU Medical agree to work cooperatively and in good faith to draft and approve future agreements and to consummate the Exchange in the manner set forth herein.

ARTICLE I
GENERAL SCOPE OF EXCHANGE

1.01 The Exchange as currently contemplated would involve the City transferring to ICU Medical an approximately one-half (1/2) acre portion of the Adjacent Land, and ICU Medical simultaneously transferring to the City (1) an approximately one-half (1/2) acre portion of the Property, and (2) an approximately 0.167 acre public utility easement across the Property, each as indicated in Exhibit "C" attached hereto. The Exchange would be structured to minimize any negative Internal Revenue Service tax impacts to ICU Medical.

1.02 The Exchange would require modifications to ICU Medical's current use of the Property (the "Modifications"), including but not limited to reconfiguration of ICU Medical's loading dock and parking lot, and structural modifications to ICU Medical's warehouse.

1.03 The final terms of the Exchange would be set forth in a definitive land agreement to be executed by the parties, with relevant real property transfer instruments to be recorded (collectively, the "Transfer Documents").

1.04 The parties intend to evaluate and execute the Exchange in three phases:

Phase I: Exploratory Phase

Phase II: Construction Phase

Phase III: Transfer Phase

ARTICLE II ICU MEDICAL INTENTIONS

2.01 During Phase I, ICU Medical intends to explore the costs and feasibility of the Modifications and the Exchange, including engaging design and engineering experts.

2.02 During Phase II, ICU Medical intends to undertake construction of the Modifications.

2.03 During Phase III, ICU Medical intends to execute the Transfer Documents.

ARTICLE III CITY INTENTIONS

3.01 In consideration of ICU Medical performing as set forth in Article II above, the City intends to reimburse ICU Medical for its costs of exploring and constructing the Modifications, and for negotiating and executing the Transfer Documents.

3.02 To induce ICU Medical to undertake the activities of Phase I, the City will commit to reimburse ICU Medical for its costs of Phase I, not to exceed Two Hundred Thirty Thousand Dollars (\$230,000).

3.03 Following Phase I, the parties will work together in good faith to establish a scope and budget for ICU Medical's reimbursable costs of Phase II and Phase III.

3.04 During Phase III, the City intends to execute the Transfer Documents.

3.05 To the extent the Transfer results in negative (a) state or local rollback or special assessment taxes, or (b) Internal Revenue Service tax consequences, to ICU Medical for the taxable year of the Modifications and/or the Transfer Documents and which directly results from execution of the Modifications and/or the Transfer Documents, the City intends to reimburse ICU Medical such costs.

3.06 The City will waive any and all fees for the development and construction of the Modifications, and consummation of the Exchange, including but not limited to: site and construction

permit fees, water and wastewater impact fees, and road impact fees. The City will also expedite the review and approval of required permits.

3.07 The City intends to secure all necessary or appropriate approvals from local and state governing bodies and regulators, including fulfilling statutory notice requirements.

**ARTICLE IV
LEGAL EFFECT OF MOU**

4.01 This MOU is intended to provide an outline of the current understanding of the parties hereto, and, except for Section 3.02 herein, is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this _____ day of _____, 2018.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

ICU MEDICAL FLEET SERVICES, LLC

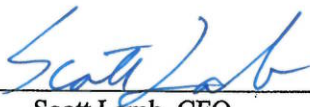
By:  _____
Scott Lamb, CFO

Exhibit A

The Property

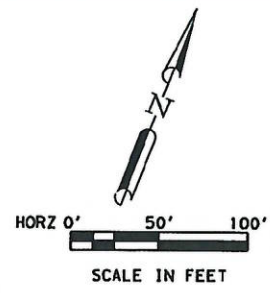
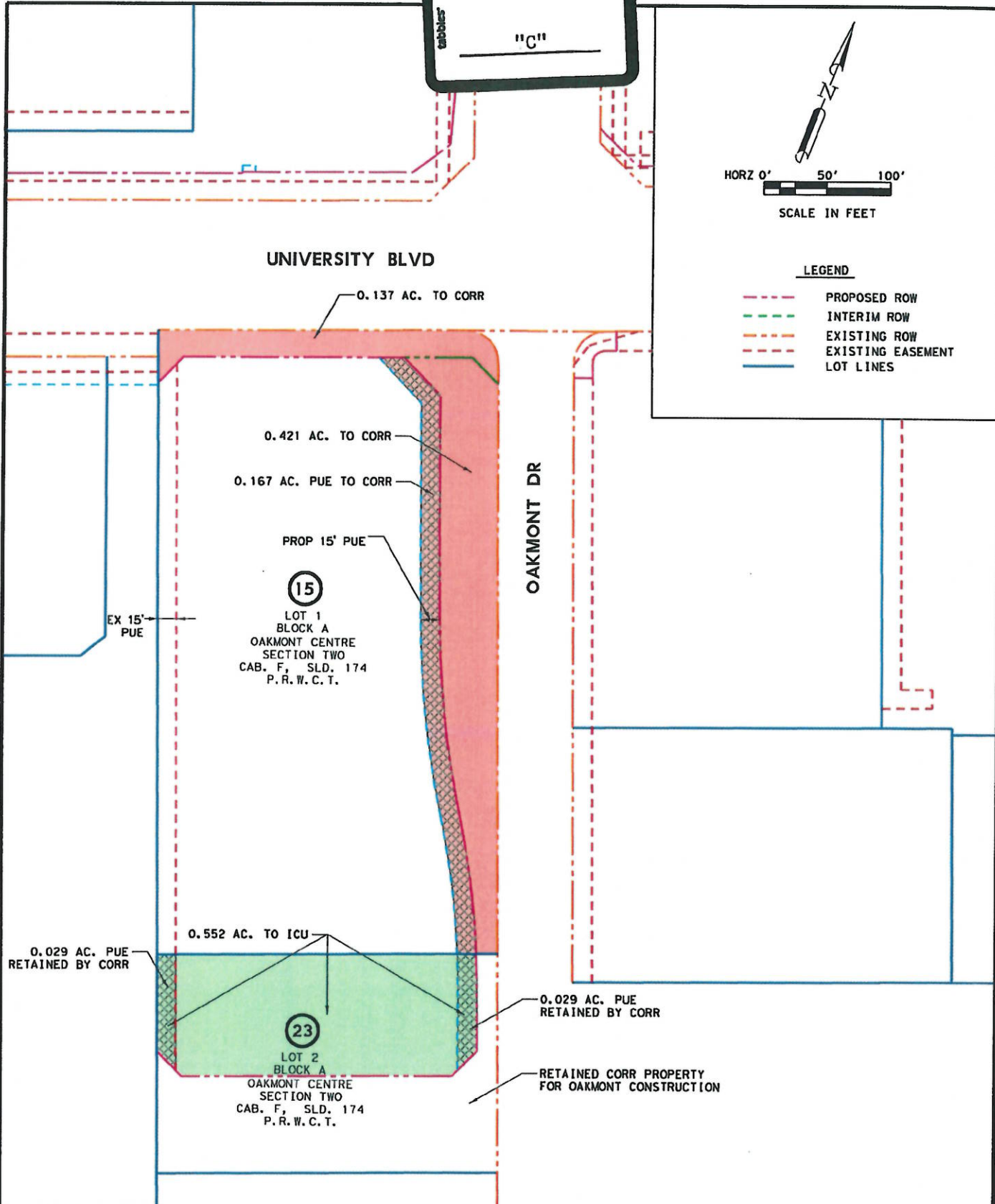
LOT 1, BLOCK A, OAKMONT CENTRE, SECTION TWO, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 174, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Exhibit B

The Adjacent Land

LOT 2, BLOCK A, OAKMONT CENTRE, SECTION TWO, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 174, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

EXHIBIT
"C"



- LEGEND**
- PROPOSED ROW
 - INTERIM ROW
 - EXISTING ROW
 - EXISTING EASEMENT
 - LOT LINES

DRAWING DATE: 9/12/2018 FILENAME: LOTS 15 ROW NEGOTIATIONS LAND SWAP.dgn

KCI KENNEDY CONSULTING
A JMT Company
TBPE REG. NO. F-926
CITY OF ROUND ROCK
221 E. MAIN ST
ROUND ROCK, TX 78664

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
KCI KENNEDY CONSULTING
TBPE REG. # F-926
ENGINEER MICHAEL CURL
P.E. NO. 126986 DATE 9/12/2018

FROM UNIVERSITY OAKS BLVD TO SUNRISE RD
**UNIVERSITY BLVD
ICU LAND SWAP**
SCALE: 1" = 100'
SHEET 1 OF 1