

EXHIBIT

A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2025 (the “**Effective Date**”), by and between Ascension Seton, f/k/a Seton Family Hospitals, a Texas nonprofit corporation (hereinafter called “**Seller**”), and the City of Round Rock, a home-rule municipal corporation and political subdivision of the State of Texas (hereinafter called “**Buyer**” or “**City**”).

RECITALS:

WHEREAS, the City is a growing community with a population exceeding 135,000 residents and a projected buildout population of up to 300,000, with significant growth anticipated along the University Boulevard corridor;

WHEREAS, several thousand acres of vacant land in this area are experiencing increasing development pressures, necessitating proactive planning for emergency services infrastructure;

WHEREAS, ensuring the safety and well-being of residents is the City’s top priority, and an essential component of this goal is maintaining optimal emergency response times;

WHEREAS, the Property (defined below), located adjacent to Seton Medical Center, provides strategic access to the University Boulevard corridor and surrounding communities, supporting effective emergency service coverage now and in the future;

WHEREAS, long-term population growth will continue to drive demand for emergency services in this area, making it critical for the City to secure a permanent site for a fire station;

WHEREAS, the City seeks to purchase the Property to ensure long-term stability and full control over its use, eliminate the uncertainties and financial risks associated with leasing, and to utilize a prudent investment of public resources, securing a valuable municipal asset; and

WHEREAS, Seller agrees to sell, and Buyer agrees to purchase a portion of Seller’s right, title and interest in and to a 38.86 acre tract of land as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

WITNESSETH:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase all of Seller’s right, title and interest in and to approximately 106,553 square feet of land (2.45 acres) and the improvements thereon, currently located on a larger parent-tract of land that consists of 38.86 acres with an address of 201 Seton Parkway, Round Rock, Texas 78665, which is more particularly described and depicted on Exhibit A attached hereto and made a part hereof (such land and improvements being referred to herein as the “**Property**”).

2. Purchase Price; Method of Payment.

(a) The purchase price for the Property (hereinafter called the “**Purchase Price**”) shall be the sum of Four and 59/100 Dollars (\$4.59) per square foot.

(b) The Purchase Price shall be deposited by Buyer with the Escrow Agent (as hereinafter defined) on or before the Closing Date (as hereinafter defined) and subject to the prorations and adjustments hereinafter described, by wire transfer or other immediately available funds acceptable to Seller.

3. Earnest Money. Within five (5) business days after the Effective Date, Buyer shall deposit with Heritage Title of Austin (hereinafter called “**Escrow Agent**” or “**Title Company**”) a good faith earnest money deposit of Twenty Thousand and 00/100 Dollars (\$20,000.00) (said deposit, together with all interest earned thereon, called the “**Earnest Money**”), which Earnest Money shall be held and disbursed by Escrow Agent in accordance with the terms and conditions of this Agreement, including, without limitation, the terms and conditions set forth in that certain Earnest Money Escrow Agreement to be executed by Seller, Buyer and Escrow Agent contemporaneously herewith, the form of which is attached hereto as Exhibit B and made a part hereof (the “**Escrow Agreement**”). After the expiration of the Inspection Period (as hereinafter defined), the Earnest Money shall become non-refundable, except as otherwise provided herein. On the Closing Date (as hereinafter defined), the Earnest Money shall be applied as partial payment of the Purchase Price, in accordance with Section 2 hereof. In the event that either party under this Agreement shall become entitled to receipt of the Earnest Money (the “**Receiving Party**”), within three (3) business days following the Receiving Party’s request, the other party shall deliver to the Escrow Agent and the Receiving Party either an authorization of such release or written notice that it contests to such release. In the event that Receiving Party contests a release, the Escrow Agent shall resolve the dispute in accordance with the terms of the Escrow Agreement. In the event (a) of a breach by Seller of this Agreement or (b) that the conditions to Buyer’s obligations are not satisfied or waived by Buyer within the applicable time period, the parties shall compel the Escrow Agent to return the Earnest Money to Buyer. In the event all of Buyer’s conditions are satisfied and Buyer defaults in its obligation to purchase the Property, the parties shall compel the Escrow Agent to deliver the Earnest Money to Seller, provided Seller is not in default under this Agreement.

4. Title Examination and Objections.

(a) Seller shall convey its interest in the Property via special warranty deed, in form acceptable to Buyer and the Title Company, free and clear of all liens and encumbrances, subject only to (i) the lien of taxes not yet due and payable, (ii) all matters that would be revealed by a current and accurate survey and inspection of the Property and waived or not timely objected to by Buyer pursuant to this Section 4, (iii) all matters of record waived or not timely objected to by Buyer pursuant to this Section 4, and (iv) any other matters of title to which Buyer shall expressly consent in writing (each hereinafter called a “**Permitted Exception**” and collectively, the “**Permitted Exceptions**”).

(b) Seller shall, within five (5) business days after the Effective Date, direct the Title Company (i) to prepare, a commitment for the issuance of an extended coverage policy of title insurance in the amount of the Purchase Price (the “**Title Commitment**”) that sets forth the

state of the title of the Property showing title in Seller, and (ii) to furnish copies of all exceptions to title disclosed in the Title Commitment.

(c) Buyer shall have sixty (60) days following its receipt of the Title Commitment and Survey (as hereinafter defined) to examine title to the Property and to provide written notice to Seller of any exception to title or other matter shown on the Title Commitment and the Survey to which Buyer objects (the “**Objections**”). If Buyer fails to give any notice to Seller by such date, Buyer shall be deemed to have waived such right to object to any title exceptions or defects.

(d) Seller shall have ten (10) business days from the date of receipt of the Objections in which to review said Objections, and to give Buyer written notice as to whether Seller will attempt to cure any valid Objections specified in Buyer’s notice. If Seller fails to deliver said notice within said ten (10) business-day period, or if Seller notifies Buyer that Seller does not intend to attempt to cure any or all of Buyer’s Objections, then Buyer shall have the right, at Buyer’s option, to waive its Objections and proceed to Closing or terminate this Agreement by giving written notice to Seller within five (5) business days thereafter, whereby all rights and obligations of the parties hereunder shall expire (except for those which expressly survive any such termination), and Buyer shall receive a refund of the Earnest Money, and this Agreement shall become null and void. If Buyer fails to terminate this Agreement within the time limit specified above, Buyer shall be deemed to have waived any objection specified in Buyer’s notice of title Objections that Seller has not committed to cure, and any such objection that Seller has not committed to cure shall thereafter constitute a Permitted Exception under this Agreement.

5. Survey. Within fourteen (14) days after receipt of the Title Commitment, Buyer, at its sole cost and expense, shall order a survey of the Property, prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the “**Survey**”). The Survey shall be certified to Seller, Buyer, Title Company, and Hall, Render, Killian, Heath & Lyman, P.C., as of the date that it was prepared, by a registered engineer or surveyor licensed in the State of Texas. The Survey shall be sufficient to cause the Title Company to delete the standard survey exceptions from the owner’s policy of title insurance that will be obtained by Buyer at the Closing. Upon receipt of the Survey, Buyer shall provide a copy to Seller.

6. Inspection by Buyer.

(a) Buyer shall have until the expiration of the Inspection Period for Buyer and Buyer’s agents and designees to enter the Property at reasonable times for the purpose of inspecting the Property, and making such surveys, soil tests, compaction tests, percolation tests, engineering studies and other investigations and inspections as Buyer may desire to assess the condition of the Property; provided, (i) Buyer has first given Seller advance notice of at least forty-eight (48) hours describing the work to be performed and (ii) has given Seller copies of certificates of insurance for any vendors entering the Property which shall also name Seller as additional insured. Buyer shall repair any damage to the Property caused by Buyer in conducting its due diligence examination if the Closing does not occur. Buyer shall indemnify, defend and hold Seller harmless from any loss, cost, liability, damage, judgment, or expense (including reasonable attorneys’ fees) that arises from or relates to the acts or omissions of Buyer, its employees, agents, or contractors in conducting its due diligence examination of the Property.

(b) Within ten (10) business days following the Effective Date, Seller shall deliver to Buyer true, correct and complete copies of any of the following documents that are in Seller's actual possession, along with any other material information in Seller's actual possession relating to the Property:

- (i) Existing environmental site assessments for the Property;
- (ii) Existing soil reports for the Property; and
- (iii) Existing surveys of the Property and portions thereof.

(c) If for any reason whatsoever Buyer determines, in Buyer's sole discretion, that any portion of the Property is not satisfactory, then Buyer may terminate this Agreement by delivering written notice of such termination to Seller at any time commencing as of the Effective Date and continuing through and including 11:59 p.m. EDT on the date that is one hundred fifty (150) days after the Effective Date (the "**Inspection Period**"). In the event Buyer delivers such termination notice as provided herein, neither party hereunder shall have any further rights, liabilities, or obligations hereunder, except for those matters contained herein which expressly survive termination of this Agreement.

(d) During the Inspection Period, Buyer, at its expense, shall complete any land divisions necessary to establish the Property as a separate legal parcel (the "**Subdivision**"), in connection with which Seller shall cooperate with Buyer, at no cost to Seller. The land divisions shall be accomplished by plat that creates two new lots for the Property; one lot being the lot to be retained by the Seller, and the other including the Property, and being the parcel to be conveyed to the Buyer.

7. Conditions Precedent. In addition to other conditions set forth in this Agreement, Buyer's obligation to purchase the Property shall be subject to and contingent upon the satisfaction of the following conditions precedent during the Inspection Period or any extension thereof (unless otherwise noted below), any or all of which Buyer may waive by written notice only:

(a) No Material Adverse Change. There shall be no material adverse change in the condition of or any matter affecting the Property between the expiration of the Inspection Period and the Closing Date, including, but not limited to environmental contamination and access to the Property.

(b) Representations and Warranties. Seller's representations and warranties contained herein shall be true and correct as of the Effective Date and the Closing Date. For purposes hereof, a representation shall be false only if it is false to the best of the knowledge and belief of the party making the representation.

8. Closing. The closing of the purchase and sale of the Property contemplated hereunder (hereinafter called the "**Closing**") shall take place in escrow with the Escrow Agent no later than thirty (30) days following the expiration of the Inspection Period (the "**Closing Date**"). On the Closing Date, the purchase and sale contemplated hereunder shall take place as follows, subject to all the terms and conditions of this Agreement:

(a) Seller shall execute and deliver the following documents with respect to the Property:

(i) A Special Warranty Deed (the “**Deed**”), substantially in the form as **Exhibit C** attached hereto and made a part hereof, subject only to the Permitted Exceptions, to be recorded at Closing;

(ii) An owner’s affidavit in a form satisfactory to enable Title Company to delete the standard preprinted exceptions from Purchaser’s title insurance policy;

(iii) A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;

(iv) A Certification of Non-foreign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

(v) Evidence of Seller’s authority to convey the Property;

(vi) A properly executed restrictive covenant agreement to be recorded at Closing, in the form attached hereto and made a part hereof as **Exhibit D** (the “**Restrictive Covenant Agreement**”); and

(vii) A 1099-S or a 1099-S Information Sheet for reporting purposes next year.

(b) Buyer shall execute and deliver the following documents and items with respect to the Property:

(i) The Purchase Price to Escrow Agent, in accordance with Section 2 of this Agreement;

(ii) A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing; and

(iii) A properly executed counterpart to the Restrictive Covenant Agreement; and

(iv) Any other documents required pursuant to this Agreement or reasonably requested by Buyer or Buyer’s Title Company to consummate the contemplated transaction.

(c) All city, state and county ad valorem taxes, association dues/fees, and similar taxes and assessments levied or imposed upon or assessed against the Property for the calendar year during which the Closing Date occurs shall be prorated in cash and collected by Title Company as of the Closing Date based on the actual number of days elapsed in such year, with Seller assuming payment for the period prior to the Closing Date and Buyer assuming payment for

the period subsequent to the Closing Date. If the actual taxes for the calendar year during which the Closing Date occurs are not known on the Closing Date, the proration shall be based upon the actual taxes for the immediately preceding calendar year. Any other assessments or special assessments (e.g., storm water or sewer assessments) shall be payable in the year assessed and prorated accordingly. The allocation of real property taxes between Buyer and Seller at the Closing shall be a final accounting of real property taxes between the parties according to the provisions of the Texas Tax Code, Section 26.11, regardless of whether or not the actual real property taxes are more or less than the estimated amount set forth in the settlement statement executed by Buyer and Seller at the Closing.

(d) Each party shall pay its own costs, fees and expenses, including legal expenses, in connection with the transaction contemplated herein. Seller shall pay the cost of (i) the owner's policy of title insurance (excluding the cost of endorsements and any special premium attributable to the obtainment of affirmative insurance) insuring Buyer as the fee title holder of the Property in the amount of the Purchase Price, and (ii) one-half of all escrow closing charges. Buyer shall pay for (i) the cost of all title policy endorsements, (ii) one-half (1/2) of all escrow closing charges, (iii) the recording fees, (iv) the cost of the Survey, (v) all costs of Buyer's due diligence; and (vii) transfer taxes, due and payable in connection with the sale of the Property to Buyer.

(e) Utility charges applicable to the surveyed Property, if any, shall be prorated to the Closing Date, if any.

(f) Seller shall surrender possession of the Property to Buyer on the Closing Date, free and clear of any other parties, except as set forth in the Permitted Exceptions.

(g) Seller's Conditions to Close. Seller will not be obligated to close the transaction contemplated hereunder unless each of the following conditions are satisfied on the Closing Date:

- (i) Buyer will have delivered to Seller or Title Company, as applicable, all documents required hereunder.
- (ii) Buyer will have delivered the balance of the Purchase Price.
- (iii) Buyer will have completed the Subdivision on or prior to Closing.

(h) Buyer's Conditions to Close. Buyer will not be obligated to close the transaction contemplated hereunder unless each of the following conditions are satisfied on the Closing Date:

- (i) Seller will have delivered to Buyer or Title Company, as applicable, all documents required hereunder.
- (ii) Buyer shall have received the Title Commitment and confirmation of the Title Company's irrevocable commitment to insure title by means of the Title Policy showing fee title to the Property vested in Buyer containing no exceptions other than the Permitted Exceptions.

9. Seller's Warranties, Representations and Additional Covenants. Seller represents, warrants and covenants that as of the date hereof and as of the Closing Date:

(a) Seller is the current title owner of the Property.

(b) The Property, at Closing, will be free and clear of all monetary liens and encumbrances, except as otherwise agreed between the parties, except as the Permitted Exceptions or as otherwise agreed to by the parties.

(c) The Property is being sold "as-is, where-is, with all faults" as further described in Section 10 of this Agreement.

The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the date hereof, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing.

10. Condition of the Property. Buyer acknowledges and agrees that, other than the representations and warranties expressly stated above in this Agreement and in any document executed by Seller pursuant to this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future of, as to, concerning, or with respect to the Property. Buyer acknowledges that the purchase of the Property is on an "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" basis without any implied warranties, and upon consummating any such purchase, Buyer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Property acquired by Buyer.

11. Condemnation and Casualty. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the Closing: (1) in the event of a casualty, Seller will assign the insurance proceeds to Buyer; and (2) in the event of a taking, or condemnation, Seller will assign to Buyer its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a "Material Event" (as defined below), then Buyer may elect to terminate this Agreement by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money will be returned to Buyer and the parties will have no further liability or obligation hereunder. As used in this Section, a "Material Event" means either of the following: (a) a casualty resulting in damage or destruction to the improvements, if the cost to restore the improvements to their condition immediately prior to such casualty is reasonably estimated to exceed \$250,000.00; or (b) a casualty, taking or condemnation which would impede access to the Property, reduce available parking required by laws or any applicable agreements affecting the Property, or otherwise materially impede Buyer's planned use of the Property.

12. Remedies. In the event of a default by either party under the terms of this Agreement that is first discovered by the non-defaulting party (the "**Non-Defaulting Party**") prior

to the Closing and is not cured by such defaulting party (the “**Defaulting Party**”), as provided hereunder, the Non-Defaulting Party’s remedies hereunder shall be either to (i) terminate this Agreement, receive the Earnest Money from the Escrow Agent, and receive reimbursement for all of the Non-Defaulting Party’s documented third-party expenses related to action taken by the Non-Defaulting Party in fulfillment of such party’s obligations under this Agreement, subject to a maximum of up to Five Thousand and 00/100 Dollars (\$5,000.00), or (ii) seek specific performance of the Defaulting Party’s obligations under this Agreement, together with a reduction of the Purchase Price equal to the costs and reasonable attorneys’ fees incurred in pursuit of such remedy.

13. Notice. Any notices, requests, demands, tenders and communications hereunder shall be in writing and may be served (i) by electronic email transmission; (ii) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (iii) by recognized overnight, third party prepaid courier service (such as Federal Express); (iv) by delivering the same in person to such party; or (v) by telecopy with confirmation thereof. Any notice or other communication transmitted as aforesaid shall be deemed effectively given (x) on the date of delivery if personally delivered or sent by electronic email or facsimile transmission, (y) on the date delivered if sent by courier service, or (z) on the date indicated on the return receipt if mailed. Either party may change its address for notices by giving notice to the other as provided below.

The addresses for notices are as follows:

If to Seller: Ascension Seton,
250 West 96th Street,
Suite 415, Indianapolis, Indiana 46260,
Attn: Real Estate Department

With a Copy To: Sadie R. Zurfluh
330 E. Kilbourn, Suite 1250
Milwaukee, WI 53202
szurfluh@hallrender.com

If to Buyer: City of Round Rock
221 East Main Street
Round Rock, Texas 78664
Attn: City Manager

With a Copy To: Stephanie Sandre, City Attorney
Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

14. Brokers and Commission. Seller and Buyer each represent and warrant to the other that neither has employed, retained or consulted any broker, agent, or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein, and Seller and Buyer shall each indemnify and hold the other harmless from and against any and all

claims, demands, causes of action, debts, liabilities, judgments and damages (including costs and reasonable attorneys' fees incurred in connection with the enforcement of this indemnity) which may be asserted or recovered against the indemnified party on account of any brokerage fee, commission or other compensation arising by reason of the indemnitor's breach of this representation and warranty. This Section 14 shall survive the closing or any termination of this Agreement.

15. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Seller and Buyer with respect to the transaction contemplated hereby. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Buyer.

16. Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligation hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

17. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the internal laws of the State of Texas, without reference to the conflicts of laws or choice of law provisions thereof.

18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

19. Time. Time is of the essence as to this Agreement.

20. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

21. Deadlines. In the event any deadline arising under this Agreement shall fall on a Saturday, Sunday, or legal holiday, such deadline shall be automatically deemed to fall on the first (1st) business day immediately following such Saturday, Sunday, or legal holiday.

22. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

23. Electronic Signatures. Signature pages bearing facsimile signatures, or digital or electronic signatures (including, but not limited to, via DocuSign), and delivered by the Portable Document Format (PDF), shall be effective for purposes of binding the parties to this Agreement.

24. Confidentiality. This Agreement, including the terms hereof, and/or any information provided by Seller to Buyer, and any information obtained by Buyer relating to the Property in the course of Buyer's review, including, without limitation, any environmental assessment or audit (hereinafter, the foregoing shall collectively be referred to as the "**Protected Information**"), shall be treated as confidential information by Buyer and Seller as permitted by law, and Buyer and Seller shall instruct their employees, agents, representatives, and contractors as to the confidentiality of all such information as permitted by law. Buyer and Seller will not, except with the express prior written consent of the other party, directly or indirectly, (a) disclose or permit the disclosure of any information to any person or entity except (1) persons who are bound to observe the terms hereof, or (2) if such disclosure is required by law or by regulatory or judicial process, or (b) use or permit the use of all information pertaining to the Property (1) in any way detrimental to the other party, or (2) for any purpose other than evaluating the contemplated purchase of the Property, except as required by law. Buyer agrees that if the Closing does not occur, Buyer will promptly upon written request of Seller return to Seller or its authorized agent all written or tangible Protected Information. Seller shall not enter into any back-up offer agreements with respect to the potential sale of the Property to a third party prior to the Closing Date or earlier termination of this Agreement. The obligations of Buyer and Seller set forth in this Section shall survive the Closing or the termination of this Agreement, as applicable.

[Signature page follows.]

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Agreement to be executed by its duly authorized representative(s), to be effective as of the Effective Date.

SELLER:

Ascension Seton, f/k/a Seton Family Hospitals,
a Texas nonprofit corporation

By: _____

Printed: _____

Title: _____

BUYER:

City of Round Rock,
a home-rule municipal corporation and political
subdivision of the State of Texas

By: _____

Printed: _____

Title: _____

EXHIBIT A

DESCRIPTION AND DEPICTION OF THE PROPERTY

To be determined by the ALTA Survey.

EXHIBIT B

EARNEST MONEY ESCROW AGREEMENT

THIS EARNEST MONEY ESCROW AGREEMENT (this “**Escrow Agreement**”) is made and entered into this ____ day of _____, 2025, by and among Ascension Seton, f/k/a Seton Family Hospitals, a Texas nonprofit corporation (“**Seller**”), the City of Round Rock, a home-rule municipal corporation and political subdivision of the State of Texas (“**Buyer**”), and Heritage Title Company of Austin (“**Escrow Agent**”).

WHEREAS, Seller and Buyer have entered into that certain Purchase and Sale Agreement dated as of _____ (the “**Purchase Agreement**”), and Escrow Agent acknowledges receiving the Purchase Agreement describing the sale and purchase of that certain real property described therein, which Purchase Agreement is, by this reference, made a part hereof, and all terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement; and

WHEREAS, Buyer and Seller desire to have Escrow Agent hold the Earnest Money in escrow, as required by the Purchase Agreement and pursuant to the terms hereof.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Within five (5) business days after the Effective Date of the Purchase Agreement, Buyer shall deposit with Escrow Agent an Earnest Money deposit of Twenty Thousand and 00/100 Dollars (\$20,000.00). The Earnest Money, together with any interest or other income earned thereon, shall be held, invested and disbursed pursuant to the respective terms and provisions hereof and of the Purchase Agreement.

2. Upon the Closing Date, Escrow Agent shall apply the Earnest Money, together with any accrued interest thereon, to the Purchase Price as required by the Purchase Agreement.

3. Contemporaneously with or prior to the Closing Date, Buyer shall deposit the Purchase Price with the Escrow Agent. The Purchase Price, together with any interest or other income earned thereon, shall be held, invested and disbursed pursuant to the respective terms and provisions hereof and of the Purchase Agreement.

4. Within five (5) business days after written notification from both Buyer and Seller that the sale contemplated by the Purchase Agreement shall not take place, Escrow Agent shall deliver the Earnest Money as required by the Purchase Agreement.

5. Buyer and Seller mutually agree that in the event of any controversy regarding the Earnest Money, unless mutual written instructions are received by the Escrow Agent directing the Earnest Money’s disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Escrow Agent’s option, the Escrow Agent may interplead all parties and deposit the Earnest Money with a court of

competent jurisdiction in which event the Escrow Agent may recover all of its court costs and reasonable attorneys' fees.

6. Buyer and Seller hereby covenant and agree that Escrow Agent shall not be liable for any loss, cost or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, cost or damage arising out of Escrow Agent's gross negligence or willful misconduct. Accordingly, except as otherwise provided in this Section 6, Escrow Agent shall not incur any liability with respect to (a) any action taken or omitted to be taken in good faith upon advice of its counsel, given with respect to any questions relating to its duties and responsibilities hereunder, or (b) any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for herein or in the Purchase Agreement, not only as to the due execution and the validity and effectiveness thereof, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine and to have been signed or presented by proper person or persons in conformity with the provisions of this Agreement. Buyer and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and reasonable attorneys' fees and disbursements actually incurred, which may be imposed upon and incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder.

7. Any notice required hereunder shall be delivered to the parties and in the manner as required by the Purchase Agreement. Escrow Agent's address for notice purposes is as follows:

Heritage Title Company of Austin

Attn: _____

Facsimile: _____

8. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without reference to the conflicts of laws or choice of law provisions thereof.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Escrow Agreement to be duly executed as of the date first written above.

SELLER:

Ascension Seton, f/k/a Seton Family Hospitals,
a Texas nonprofit corporation

By: _____

Printed: _____

Title: _____

BUYER:

City of Round Rock,
a home-rule municipal corporation and political
subdivision of the State of Texas

By: _____

Printed: _____

Title: _____

ESCROW AGENT:

Heritage Title Company of Austin

By: _____

Printed: _____

Title: _____

EXHIBIT C

FORM SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

The undersigned, Ascension Seton, f/k/a Seton Family Hospitals, a Texas nonprofit corporation (“**Grantor**”), whose address is _____, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, a home-rule municipal corporation and political subdivision of the State of Texas (“**Grantee**”), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, whose address is _____, the real property located in Williamson County, Texas, described in **Exhibit A** attached hereto and incorporated herein by this reference, together with all right, title and interest of Grantor in and to all of the buildings, structures, and other improvements forming a part of said real property and all rights, easements, interests and appurtenances pertaining thereto (collectively, the “**Property**”).

This conveyance is made subject and subordinate to the encumbrances and exceptions described in **Exhibit B** attached hereto and incorporated herein by reference for all purposes, but only to the extent they validly exist and affect or relate to the Property (the “**Permitted Exceptions**”).

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, its successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular the Property unto Grantee, its successors and assigns, against every person or entity lawfully claiming or to claim the same, or any part thereof, except as to the Permitted Exceptions set forth above, by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Special Warranty Deed as of the ____ day of _____, 2025.

GRANTOR:

Ascension Seton, f/k/a Seton Family Hospitals, a Texas nonprofit corporation

By: _____

Name: _____

Its: _____

This record was acknowledged before me on ____ day of _____, 2025, by _____, as _____ of Ascension Seton, a Texas nonprofit corporation

Notary Public

My Commission Expires: _____

PREPARED IN THE LAW OFFICE OF:

Joel D. Swider
Hall, Render, et al
500 N Meridian Street, Ste 400
Indianapolis, Indiana 46204

AFTER RECORDING RETURN TO:

Joel D. Swider
Hall, Render, et al
500 N Meridian Street, Ste 400
Indianapolis, Indiana 46204

EXHIBIT "A"

Legal Description of the Real Property



[illegible]

EXHIBIT B

Permitted Exceptions

1. Restrictive Covenant Agreement
2. Insert Permitted Exceptions as determined by Paragraph 4(a) of the Purchase and Sale Agreement.

EXHIBIT D

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT ("Agreement") is entered into as of _____, 2025 ("Effective Date"), by and between Ascension Seton, f/k/a Seton Family Hospitals, a Texas nonprofit corporation ("Owner 1") and City of Round Rock, a home-rule municipal corporation and political subdivision of the State of Texas ("Owner 2").

RECITALS:

A. On the date hereof, Owner 1 has conveyed to Owner 2 a portion of that real property located at 201 Seton Parkway, Round Rock, Texas 78665 with a tax key number of R472010, which is more particularly described on Exhibit A attached hereto (the "Burdened Property");

B. As a condition of such conveyance, Owner 1 has required and Owner 2 has agreed to the execution and recording of this Agreement;

C. Owner 1 is also the owner of that certain real property located at 201 Seton Parkway, Round Rock, Texas, 78665, with a tax key number of R472010, and 301 Seton Parkway, Round Rock, Texas 78665, with a tax key number of R472009, which is more particularly described on Exhibit B attached hereto (the "Benefitted Property", and together with the Burdened Property, the "Properties"); and

C. Owner 1 and Owner 2 are entering into this Agreement to restrict the use of the Burdened Property for the benefit of the Owner 1, immediately following the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner 1 and Owner 2 agree as follows:

2. Restrictions.

(a) The Burdened Property shall be used exclusively for the purpose of fire protection and emergency services for the City of Round Rock, including, but not limited to, the construction, operation, and maintenance of fire stations, emergency response facilities, training centers, and related infrastructure necessary to support fire protection and emergency services (the "Permitted Use"). The Property shall not be used for any other purpose without the prior written consent of the Owner 1, or its successors and assigns.

(b) If Owner 2 fails to comply with the terms and conditions of this Agreement (including, without limitation, using or allowing the use of the Burdened Property to be used for any use other than the Permitted Use, Owner 1 shall be entitled to (i) seek all remedies available at law or in equity, including, without limitation, the right to seek an action for specific performance or injunction; or (ii) repurchase the Burdened Property from Owner 1 for the price Owner 2 originally paid to acquire the Burdened Property (the "Repurchase Right"). Prior to seeking to enforce this Agreement or exercising its Repurchase Right, Owner 1 shall provide

Owner 2 with written notice describing any alleged violation in detail, and Owner 2 shall have thirty (30) days to eliminate any alleged violation. Owner 1 may not pursue any remedies unless Owner 2 fails to correct any alleged violation within the thirty (30) day cure period. The Repurchase Right shall be exercisable by written notice from Owner 1 to Owner 2, and shall be completed within sixty (60) days of such notice. Upon repurchase, ownership of the Burdened Property shall revert to Owner 1, and Owner 2 shall transfer title of the Burdened Property back to Owner 1, free and clear of any liens or encumbrances, other than those agreed upon in this Agreement.

3. Right of First Refusal.

(a) In the event Owner 2 desires to sell, transfer, or otherwise convey the Burdened Property to a third-party that is not a governmental entity or political subdivision with the power of eminent domain, (i) Owner 2 shall provide Owner 1 with a binding contract setting forth all of the terms and conditions of said transaction (the "Offer"), which contract shall contain a provision whereby the effectiveness of said contract is subject to the Purchase ROFR contained in this Agreement (the "Purchase ROFR"), and (ii) that Owner 1 shall have the right to acquire the Burdened Property on the terms of the Offer.

(b) Owner 1 shall have thirty (30) days from its receipt of any Offer within which to exercise the Purchase ROFR. If Owner 1 does not notify Owner 2 that Owner 1 is exercising the Purchase ROFR within such 30-day period, then Owner 2 may proceed with the transfer of the Burdened Property in strict accordance with the terms of such Offer; provided that if there are any changes in such Offer, a new "Offer" will be deemed to have been made and Owner 2 will not be entitled to transfer the Burdened Property until Owner 2 has complied with the terms of this Agreement with respect to such new Offer. If Owner 1 exercises the Purchase ROFR, Owner 1 and Owner 2 shall enter into a purchase contract on substantially the same terms as those contained in the Offer. The rights granted to Owner 1 hereunder shall be ongoing and shall not be affected by Owner 2's failure to exercise the Purchase ROFR on one or more occasions, and shall run with the land.

(c) No Offer shall (i) provide for any non-cash consideration to be received by Owner 2 as part of the purchase price for the Burdened Property, (ii) include any property interest that is not a part of the Burdened Property (e.g., a bulk sale), (iii) contain any provisions that are intended to frustrate or defeat the Purchase ROFR or that only the proposed transferee is reasonably capable of satisfying, (iv) restrict the use of or otherwise encumber the Burdened Property (or any portion thereof), or (v) require any alterations, additions, changes or improvements to the Burdened Property. Any provisions of an Offer that violate the terms of this Agreement shall be of no force or effect as between Owner 1 and Owner 2, and Owner 1 need not match such provisions. In addition, Owner 2 shall not enter into any transaction under which it will transfer a portion, but not all, of the Burdened Property.

(d) Any transfer of the Burdened Property in violation of the terms of this Agreement (an "Invalid Sale") shall, at the option of Owner 1, be null and void. Owner 1 shall have the right to purchase the Burdened Property upon the terms and conditions of any Invalid Sale.

4. Miscellaneous.

(a) Title. This Agreement shall be deemed to be real covenants and restrictions which touch and concern the Burdened Property and the Benefitted Property, and shall run with title to the Burdened Property, and shall be binding on the owner of the Burdened Property and Benefitted Property and all future owners of the Burdened Property and the Benefitted Property.

(b) Notices. Any notice, request, or other communication to be given to any party hereunder shall be in writing and sent by reputable overnight courier such as Federal Express or UPS or other means of personal service (including by a reputable courier service or professional messenger service), in all cases, addressed to the intended party at the address to which property tax statements are sent with respect to such party. If such notice is served personally, such notice will be deemed to be given at the time of such personal service. If such notice is served by Federal Express or other overnight courier or by reputable messenger service, such notice will be deemed to be given on the day of delivery (or if delivered other than on a business day, then on the business day following the acceptance of such notice for delivery by Federal Express or such other courier).

To Owner 1: Ascension Seton,
250 West 96th Street,
Suite 415, Indianapolis, Indiana 46260,
Attn: Real Estate Department

To Owner 2: City of Round Rock
221 East Main Street
Round Rock, Texas 78664
Attn: City Manager

With copy to:
Stephanie Sandre, City Attorney
Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

(c) Attorneys' Fees. If any party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and reasonable attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter hereof. Any oral or written representations, agreements, understandings, or statements shall be of no force and effect.

(d) Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms hereof.

(e) Severability. If any provision hereof, or any portion of any provision hereof, shall be deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not alter the remaining portion of any provision, or any other provision hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.

(f) Waiver. The waiver by either party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall the same be deemed to be a continuation of any matter previously waived.

(g) Construction. This Agreement is the result of negotiations between the parties and, accordingly, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Agreement, or any portion thereof.

(h) Recording. This Agreement shall be recorded in the Office of the Register of Deeds for Williamson County, Texas.

(i) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which taken together, shall constitute one instrument.

(signatures on following pages)

IN WITNESS WHEREOF, Owner 1 and Owner 2 have caused this Agreement to be executed as of the Effective Date.

OWNER 1:

Ascension Seton, f/k/a Seton Family Hospitals,
a Texas nonprofit corporation

By: _____

Printed: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025 by
_____ as _____ of Ascension Seton, a Texas nonprofit
corporation.

Notary Public

Printed

My commission expires: _____

OWNER 2

City of Round Rock,
a home-rule municipal corporation and
political subdivision of the State of Texas

By: _____

Printed: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025 by _____ as _____ of the City of Round Rock, a _____.

Notary Public

Printed

My commission expires: _____

EXHIBIT A
DESCRIPTION OF BURDENED PROPERTY
To be confirmed by title commitment.

EXHIBIT B
DESCRIPTION OF BENEFITTED PROPERTY
To be confirmed by title commitment.