

EXHIBIT

"A"

FIRST AMENDED MEMORANDUM OF UNDERSTANDING

This First Amended Memorandum of Understanding ("MOU") is made by and between the City of Round Rock, Texas (the "City") and ICU Medical, Inc., successor-in-interest to ICU Medical Fleet Services, LLC (formerly known as Hospira Fleet Services, LLC), a Delaware corporation ("ICU Medical"), and is intended to modify and replace in all things the previous MOU executed between the parties herein dated October 25, 2018.

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"); and

WHEREAS, in furtherance of the Project, the City and ICU Medical contemplate that City will construct certain public roadway connection facility improvements between Oakmont Drive and the adjacent retail shopping center, generally as shown in Exhibit "C" attached hereto ("Oakmont Connection"); and

WHEREAS, the City is willing to reimburse ICU Medical's costs of exploring and executing the Exchange, and to otherwise pay for and cause completion of constructing the Oakmont Connection; 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 AND CONSTRUCTION OF OAKMONT CONNECTION

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 "D" attached hereto. The Exchange would be structured to minimize any negative Internal Revenue Service tax impacts to ICU Medical, and more specifically to meet the requirements of a simultaneous exchange, as described in Internal Revenue Code section 1031, of the real property transferred by ICU Medical for the real property received from the City.

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, structural modifications to ICU Medical's warehouse, and construction of the Oakmont Connection. These improvements will be made to portions of the Property that will be retained by ICU Medical.

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. For the absence of doubt, funds received by ICU Medical for performing as set forth in Article II above are not consideration for the Property, but with respect to the Modifications are partial compensation for potential cost of cure damage to the remainder property of ICU Medical resulting from the Project.

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 Three Hundred One Thousand Dollars (\$301,000.00). City intends to be solely responsible for completion of any signed and sealed design plans for the Oakmont Connection which shall be sufficient for construction bidding and letting according to any applicable rules and requirements of the City's Transportation Department for roadway improvement projects.

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.

3.02 During Phase II, the City intends to construct the Oakmont Connection, and shall undertake and cause a replat of Oakmont Centre Section 2 in order to reconfigure the Lots to conform to the Exchange.

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, for any required replat of the Exchange Property, 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 _____, 2020.

[signature page follows]

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

ICU MEDICAL, INC.

By: Brian M. Bonnell
Brian Bonnell, 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

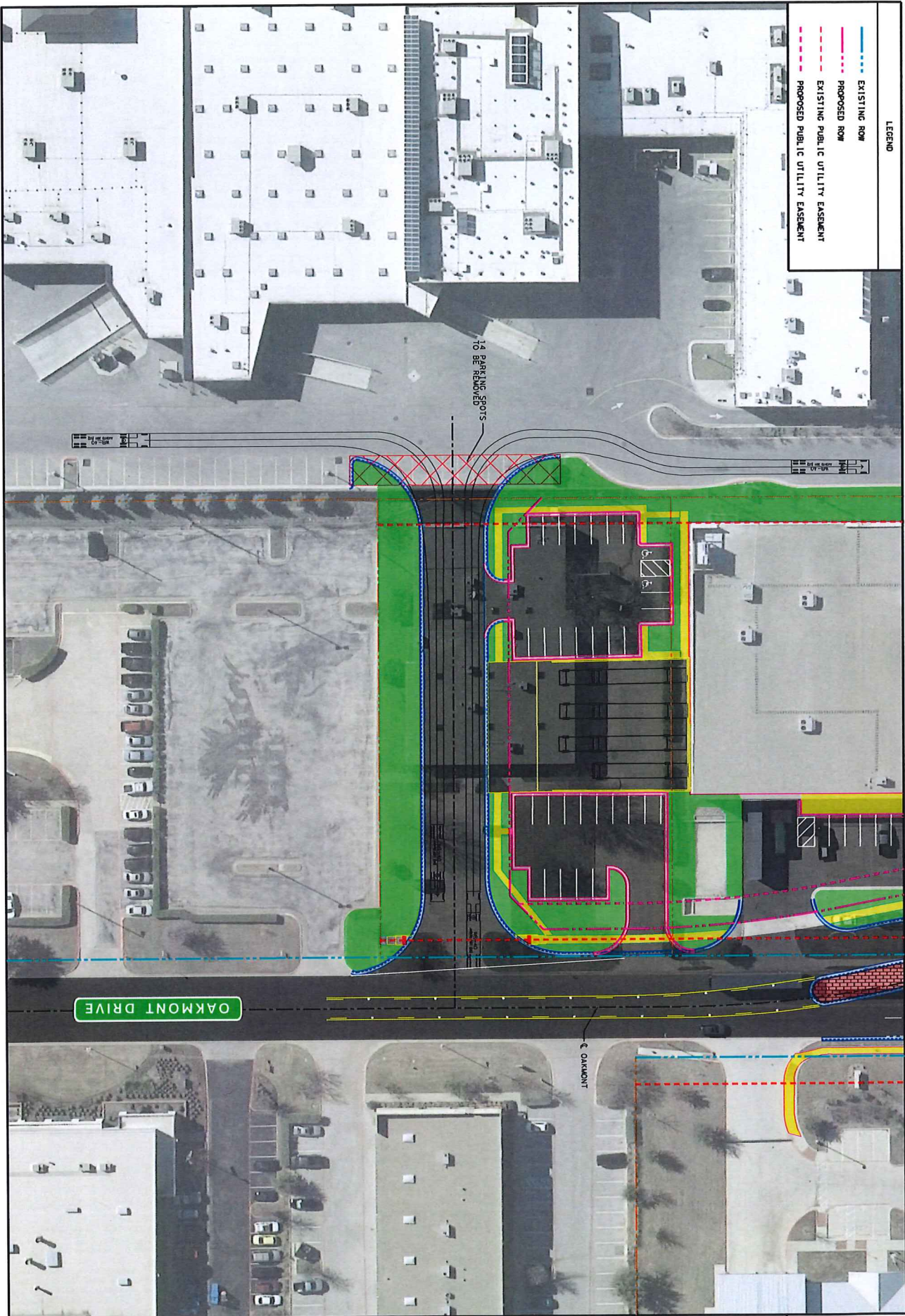
The Adjacent Land

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

The Oakmont Connection

[on following page]



LEGEND

	EXISTING ROOM
	PROPOSED ROOM
	EXISTING PUBLIC UTILITY EASEMENT
	PROPOSED PUBLIC UTILITY EASEMENT

14 PARKING SPOTS
TO BE REMOVED

OAKMONT DRIVE

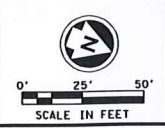
UNIVERSITY BLVD

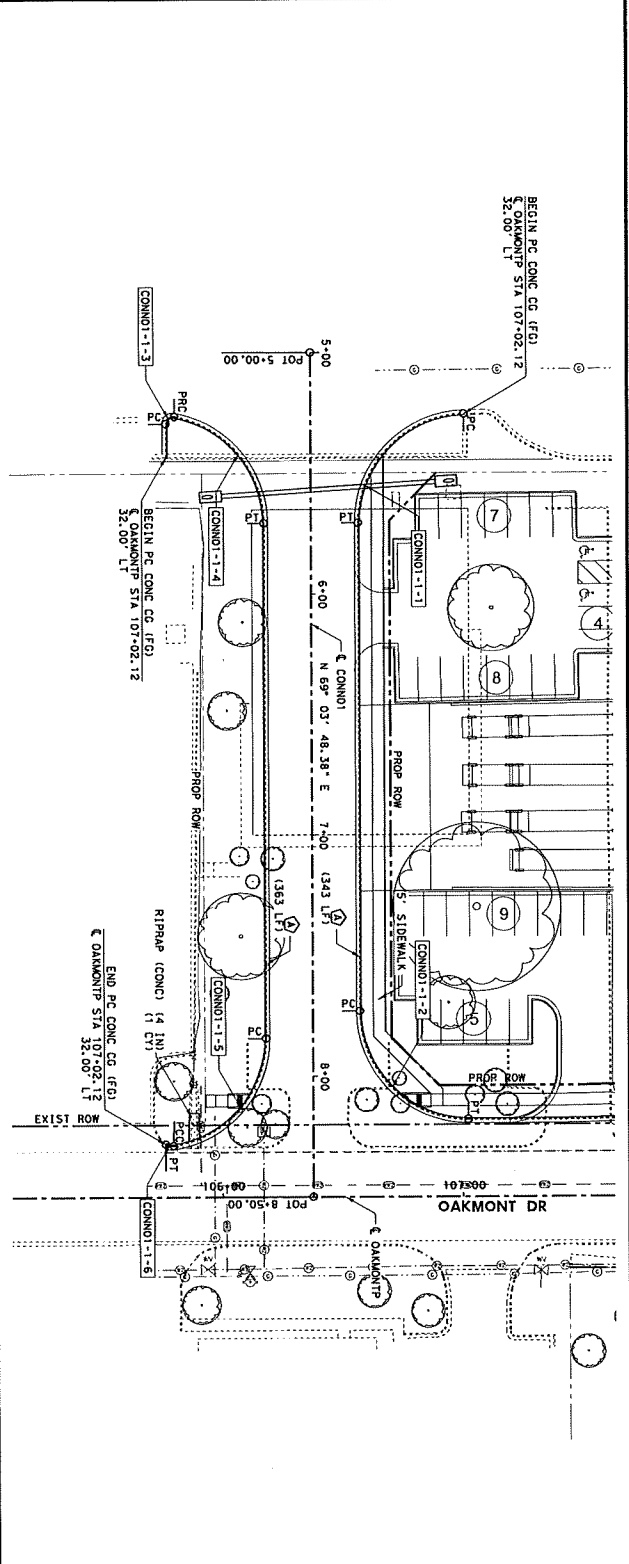
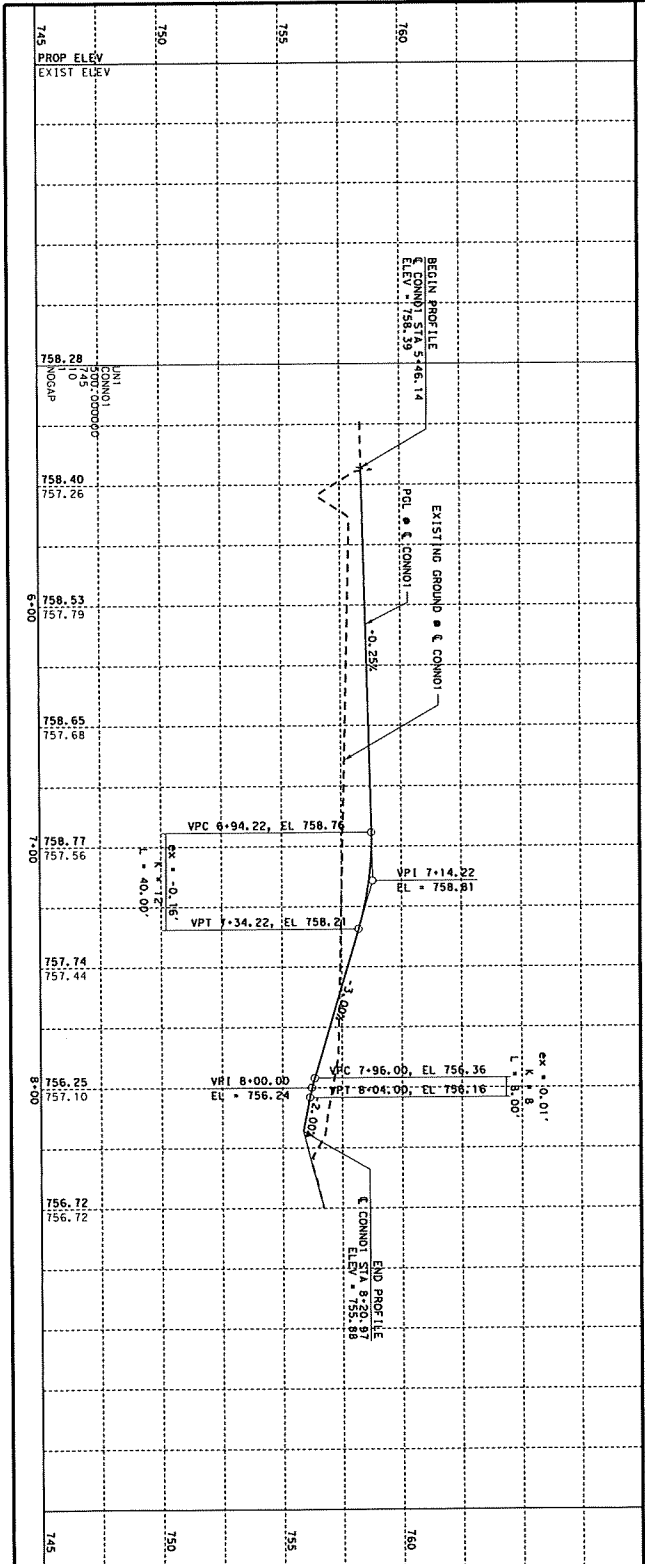
PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
KCI KENNEDY CONSULTING
TBPE REG. # F-926
ENGINEER: MATTHEW J. WERNER
P.E. NO. 107847 - DATE: 9/19/2016

UNIVERSITY BLVD
OAKMONT CONNECTION



KCI KENNEDY CONSULTING
A JMT Company TBPE REG. NO. F-926





PRELIMINARY
 FOR REVIEW ONLY
 NOT FOR CONSTRUCTION, BIDDING,
 OR FINAL CONTRACTS

ENGINEER: MICHAEL CIRIL
 P.E. NO. 125885 DATE: 4/8/2019

JMT
 THE REGISTRATION
 COMPANY

CITY OF ROUND ROCK
 221 E. MAIN ST. TX 78664
 ROUND ROCK, TX 78664

FROM UNIVERSITY CANS BLVD TO SUNRISE RD

CONN1
 ROADWAY PLAN & PROFILE

SCALE: 1" = 50'
 SHEET 1 OF 1

PROJECT NO.	UNIV-1
DATE	4/8/2019
STATE	TEXAS
COUNTY	UNIV
CITY	ROUND ROCK
PROJECT	144
DESIGNER	WILLIAMSON
CHECKER	ROUND ROCK

LEGEND

UNIT-V-1 CURVE ID LABEL
 PROPOSED LANE
 P-C CONCRETE CURB & CUTTER
 P-FINE GRADING
 P-C CONCRETE CURB
 P-FINE GRADING
 STATION / OFF-SET CALLOUT

NOTES:
 1. DIMENSIONS TO CURB OR BARRIER/RAIL ARE SHOWN TO THE FRONT FACE, UNLESS NOTED OTHERWISE.
 2. SUPER ELEVATION TRANSITIONS WERE DEVELOPED AS PARABOLIC TRANSITIONS. MAX SUPER ELEVATION USED FOR DESIGN = 6%.
 3. FOR SIDEWALK, GUIDE SIGNS, AND RIPRAP DETAILS, SEE APPLICABLE SHEETS.
 4. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ALIGNMENT INFORMATION.
 5. SEE GRADING SHEETS FOR WIDENING ELEVATIONS.
 6. WIDEN AT EXISTING GRADES AND GROSS SLOPES FROM SAWCUT WHERE APPLICABLE.

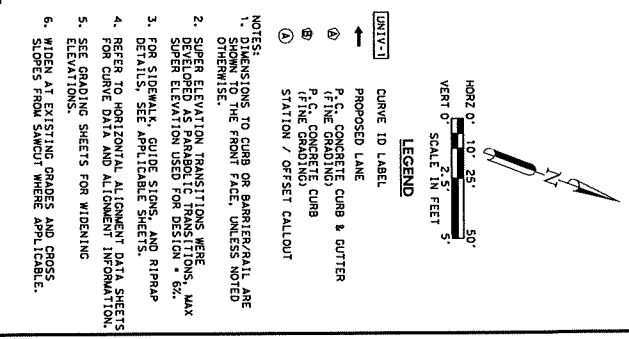


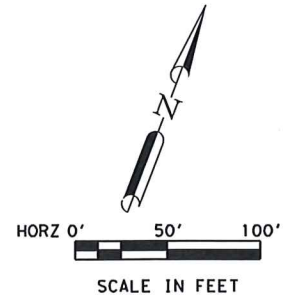
Exhibit D

The Exchange

[on following page]

FILENAME: LOTS 15 ROW NEGOTIATIONS LAND SWAP.dgn

DRAWING DATE: 9/12/2018



LEGEND

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

UNIVERSITY BLVD

OAKMONT DR

0.137 AC. TO CORR

0.421 AC. TO CORR

0.167 AC. PUE TO CORR

PROP 15' PUE

15

LOT 1
BLOCK A
OAKMONT CENTRE
SECTION TWO
CAB. F, SLD. 174
P. R. W. C. T.

EX 15' PUE

0.552 AC. TO ICU

0.029 AC. PUE
RETAINED BY CORR

23

LOT 2
BLOCK A
OAKMONT CENTRE
SECTION TWO
CAB. F, SLD. 174
P. R. W. C. T.

0.029 AC. PUE
RETAINED BY CORR

RETAINED CORR PROPERTY
FOR OAKMONT CONSTRUCTION

KCI KENNEDY CONSULTING
A JMT Company TBPE REG. NO. F-926

ROUND ROCK TEXAS
CITY OF ROUND ROCK
221 E. MAIN ST
ROUND ROCK, TX 78664

PRELIMINARY

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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