

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into between the City of Austin, a Texas home-rule city and municipal corporation situated in Travis, Williamson, and Hays County, Texas ("**Seller**") and Travis County Healthcare District, d/b/a Central Health, a hospital district formed under Texas Health and Safety Code Chapter 281 ("**Purchaser**").

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I CONVEYANCE OF THE PROPERTY

Section 1.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) All that certain lot, piece, or parcel of land described in Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) All rights appurtenant to the Land, if any, including without limitation, any Seller's right, title, and interest in any minerals, strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(c) Seller's interest in all leases, rents, and security deposits for all or part of the Property;

(d) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property; and

(e) A license agreement across other property owned by Seller to allow for access to the Land, as further described in Exhibit A-1.

Section 1.02 AS-IS.

(a) Subject to Section 4.03 of this Agreement, Purchaser acknowledges that Purchaser has made thorough inspections and investigations of the Property and Purchaser agrees to take title to the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the

condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price. Purchaser has undertaken all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the property, and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(c) Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and upon the Closing, Purchaser forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

(d) The provisions of this Section 1.02 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 1.03 ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IT IS UNDERSTOOD AND AGREED THAT THE PARTIES OBLIGATIONS UNDER THIS AGREEMENT ARE SUBJECT TO THE APPROVAL OF THIS AGREEMENT BY THE AUSTIN CITY COUNCIL AND THE CENTRAL HEALTH BOARD OF DIRECTORS, AND THE TRAVIS COUNTY COMMISSIONERS COURT. IF APPROVAL OF THIS AGREEMENT IS NOT OBTAINED WITHIN THIRTY DAY OF THE EFFECTIVE DATE, THIS AGREEMENT SHALL TERMINATE, AND SHALL BE OF NO FURTHER FORCE AND EFFECT.

ARTICLE II PURCHASE PRICE

Section 2.01 Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is \$610,000.00 (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

(a) Not later than 3 days after the Effective Date, Purchaser must deposit the sum of \$70,000.00 (together with any interest earned thereon, (collectively, the "**Earnest Money**") by Purchaser's transfer of immediately available funds to Capstone Title ("Title Company") Attn: Travis Smith (Traviss@capstonetitletx.com), as escrow agent ("**Escrow Agent**"), to an account at such bank as designated by Escrow Agent. The Escrow Agent agrees to hold the Earnest Money in escrow pursuant to the terms of Article X of this Agreement Purchaser may instruct the Escrow Agent to deposit the Earnest Money in an interest-bearing account at a federally insured financial institution and to credit any interest to Purchaser.

(b) The balance of the Purchase Price in the amount of \$540,000.00 shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the deed, by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Escrow Agent prior to the Closing Date.

Section 2.02 No Financing. Purchaser expressly agrees and acknowledges that Purchaser's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon Purchaser's ability to obtain financing of any type or nature whatsoever.

ARTICLE III CLOSING

Section 3.01 Closing Date. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place on, 280 days after the Effective Date or on such later date and time as provided under Section 4.04(a) of this Agreement (the "**Closing Date**") at the offices of Capstone Title located at 901 S MoPac Expy Building 2, Suite 150, Austin, TX 78746.

Section 3.02 Seller's Closing Deliverables. At the Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

(a) A special warranty deed, in substantially the form as attached hereto as Exhibit C executed with the appropriate acknowledgement form and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under other provisions of this Agreement. Seller must convey the Property with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Purchaser under this Agreement.

(b) Proof, reasonably acceptable to the Purchaser, that the City has established the approximately 2.28-acre tract described in Exhibit A as a legal parcel and has zoned for land uses consistent with the needs of the proposed development described in Exhibit B and the regulations of the Colony Park Planned Unit Development (PUD) Zoning District.

(c) Documentation acceptable to Purchaser that Colony Park Planned Unit Development (PUD) Zoning District has been established.

(d) An interlocal agreement, in a form acceptable to both parties, provided that either party may terminate this Agreement if the interlocal agreement related to construction and cost participation of infrastructure is not negotiated and signed by the parties before closing, but in no event later than January 31, 2022. The parties may mutually agree to extend this deadline by increments not to exceed 45 days.

(e) A license agreement, in a form acceptable to Purchaser, providing access to the tract across Seller property.

(f) Tax statements showing no delinquent taxes on the Property.

(g) An assignment of any leases to or on the Property.

(h) To the extent assignable, an assignment to Purchaser of any licenses and permits related to the Property.

(i) Evidence that the person executing this Agreement is legally capable and authorized to bind Seller.

(j) An affidavit acceptable to the Title Company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the Title Company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms.

(k) Possession of the Property

(l) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, and other items that shall be apportioned as of the Closing Date.

(m) Seller's original closing statement and any disclosure forms required under federal and/or state law.

(n) All other documents reasonably necessary or otherwise required by Escrow Agent and Title Company to consummate the transaction contemplated by this Agreement.

Section 3.03 Purchaser's Closing Deliverables. At the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 2.01(b).

(b) Purchaser's original closing statement and any disclosure forms required under federal and/or state law.

(c) Purchaser shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 3.02 of this Agreement.

(d) All other documents reasonably necessary or otherwise required by Escrow Agent and Title Company to consummate the transaction contemplated by this Agreement.

Section 3.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of their own counsel in connection with the preparation and negotiation of this Agreement. The deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs.

(b) Seller shall pay:

(i) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement;

(ii) The title insurance premium charged by Title Company for Purchaser's owner's title insurance policy;

(iii) Tax statements or certificates; and

(iv) One-half of any escrow fee.

(c) Purchaser shall pay:

(i) The costs related to the Purchaser's Survey and any other survey or survey update.

(ii) Title Company charges for title endorsements to Purchase's owner's policy as well as the premium for a loan policy required by Purchaser's lender, if any;

(iii) Any other fees or costs related to Purchaser's due diligence reviews

(iv) One-half of any escrow fee;

(v) Any transfer fees charged by the issuer of any letters of credit; and

(vi) All costs related to the recording fees payable in connection with the recording of the deed and Purchaser's lender's security instruments, if any.

Section 3.05 Apportionments. The following shall be apportioned as of 11:59 p.m. Central Time of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

Seller shall pay for all ad valorem taxes due and payable before the Closing. Purchaser shall pay for all ad valorem taxes due and payable on or after the Closing. Real property taxes shall be apportioned pursuant to the terms of Section 26.11, Texas Tax Code (Prorating Taxes – Acquisition by Government) The obligations contained in this Section 3.05(a) shall survive the Closing and shall not be merged into the Deed.

(a) All other items customarily apportioned in connection with the sale of substantially similar property in the State of Texas.

Section 3.06 Miscellaneous. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 3.06 and Section 3.05 shall survive the Closing Date.

ARTICLE IV TITLE MATTERS AND VIOLATIONS

Section 4.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 4.02 Title.

(a) Title Policy:

(i) Seller, at Seller's expense, will furnish Purchaser an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Purchaser against loss under the title policy, subject only to: (1) those title exceptions permitted by this contract or as may be approved by Purchaser in writing; and (2) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(ii) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements: will be amended to read "shortages in areas" at the expense of Purchaser.

(iii) Within 30 days after the Effective Date, Seller will furnish Purchaser a commitment for title insurance (the "Title Commitment") including legible copies of documents evidencing title exceptions (the "Exception Documents"). Seller authorizes the title company to deliver the commitment and related documents to Purchaser at Purchaser's address.

(b) Purchaser may obtain a survey of the Property at Purchaser's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i)

ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(c) After Purchaser receives the Title Commitment or any amendment or update to the Title Commitment, copies of the Exception Documents, and any required survey, Purchaser may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Purchaser will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). Seller may, but is not obligated to, cure Purchaser's timely objections within 60 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Purchaser may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Purchaser terminates, the Earnest Money, less any Independent Consideration will be refunded to Purchaser. Purchaser's failure to timely object or terminate under this Section is a waiver of Purchaser's right to object except that Purchaser will not waive the requirements in Schedule C of the Title Commitment.

(d) Purchaser may terminate this contract for any reason within 200 days after the Effective Date ("Feasibility Period") by providing Seller written notice of termination. If Purchaser terminates under this Section, the Earnest Money will be refunded to Purchaser less \$100 that Seller will retain as Independent Consideration ("Independent Consideration") for Purchaser's unrestricted right to terminate. Purchaser has tendered the Independent Consideration to Seller upon payment of the Earnest Money to the title company. The Independent Consideration is to be credited to the sales price only upon closing of the sale.

(e) During the Feasibility Period, Purchaser, at Purchaser's expense, may complete or cause to be completed inspections, studies, or assessments of the Property reasonably required or desired by Purchaser (the "Inspections"). To the extent allowed by Texas law, Purchaser is responsible for its own proportionate share of any liability for property damage or bodily injury arising out of or connected to its activities under this Section to the exclusion of any such liability of Seller, as determined by a court of competent jurisdiction. In the event Purchaser shall terminate this Agreement during the Feasibility Period, Purchaser shall provide copies of all then existing test and study reports to Seller and restore the property to the condition it was in prior to the Inspections. This section will survive the termination of this Agreement.

(f) Within 20 days after the Effective Date, to the extent Seller has actual possession of the following documents, Seller will deliver to Buyer: (1) copies of any current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases; (2) copies of any notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing; (3) copies of any previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property; and (4) copies property tax statements for the Property for the previous 2 calendar years.

Section 4.03 Permitted Exceptions.

(a) The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject to the following matters (collectively, the "**Permitted Exceptions**"):

(i) All those title exceptions permitted by this contract or as may be approved by Purchaser in writing;

(ii) the standard printed conditions and exceptions contained in the promulgated form of title policy unless this contract provides otherwise; and

(iii) All Exception Documents referenced in the Title Commitment and all matters reflected in the Survey which are not objected to by Purchaser within the time herein provided.

Section 4.04 Seller's Inability to Convey.

(a) If, on the Closing Date, Seller fails or is unable to convey title to the Property in accordance with this Agreement, Seller shall be entitled, upon written notice delivered to Purchaser on or prior to the Closing Date, to reasonable adjournments of the Closing one or more times for a period not to exceed one hundred and twenty days (120) days in the aggregate to enable Seller to convey such title to the Property.

(b) If Seller does not so elect to adjourn the Closing, and on the Closing Date, fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, Purchaser shall be entitled, to either: (i) terminate this Agreement by written notice to Seller delivered on or before the second calendar day after Closing Date, in which event Purchaser shall be entitled to a return of the Earnest Money minus the Independent Consideration, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(c) If Seller elects to adjourn the Closing as provided in Section 4.04(a) above, this Agreement shall remain in effect for the period or periods of adjournment, in accordance with its terms. If, on the adjourned Closing Date, Seller fails or is unable to convey title to the Property subject to and in accordance with the provisions of this Agreement, Purchaser shall make its election between clauses (i) and (ii) of Section 4.04(b) above, by written notice to Seller given on or before the second calendar day after the adjourned Closing Date. If Purchaser fails to give such notice, Purchaser shall be deemed to have elected clause (ii) above and the Closing shall take place on the adjourned Closing Date.

(d) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action

against Seller therefor, at law or in equity, except that Seller shall, on or prior to the Closing, pay, discharge, or remove of record or cause any Voluntary Lien to be paid, discharged, or removed of record at Seller's sole cost and expense. The term "**Voluntary Liens**" as used herein shall mean any lien and other encumbrances (other than Permitted Exceptions) which: (i) Seller has knowingly and intentionally placed (or allowed to be placed) on the Property, including, without limitation, mortgages and mechanics' liens; (ii) are in a liquidated amount; and (iii) may be satisfied solely by the payment of money.

(e) Notwithstanding anything in this Section 4.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement as set forth in this Section 5.01:

(a) Seller is a Texas home-rule city and municipal corporation situated in Travis, Williamson, and Hays County, Texas.

(b) The Austin City Council has authorized the negotiation and execution of this Agreement and the execution and delivery of the documents required to be executed and delivered hereunder.

(c) To Seller's actual knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement.

Section 5.02 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller on and as of the date of this Agreement and on and as of the Closing Date as set forth in this Section 5.02:

(a) Purchaser is a Texas hospital district duly organized, validly existing, and in good standing under the laws of the State of Texas.

(b) Central Health's Board of Directors, and the Travis County Commissioners Court, have authorized the negotiation and execution of this Agreement and the execution and delivery of the documents required to be executed and delivered hereunder.

(c) To Purchaser's actual knowledge Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date; or (iii) performing

any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) To Purchaser's actual knowledge there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, or, to the best of Purchaser's knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) Except for the express representations and warranties of Seller found in Section 5.01, Purchaser is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein. In deciding whether to acquire the Property, Purchaser is relying solely on Purchaser's investigation of the Property.

ARTICLE VI LEASES; MAINTENANCE AND REPAIRS

Section 6.01 Leases.

(a) Notwithstanding anything to the contrary in this Agreement, until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), enter any new lease encumbering any part of the Property which may become vacant after the date of this Agreement.

(b) Seller shall not enter into any new agreements with any brokers in connection with any prospective tenants for new leases from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property.

Section 6.02 Maintenance and Repairs. Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business, subject to reasonable wear and Article VIII of this Agreement.

ARTICLE VII RISK OF LOSS

Section 7.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be damaged or destroyed by casualty, neither party shall have the right to cancel this Agreement. Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any insurance proceeds resulting from such fire or

other casualty (less any sums expended by Seller for repair or restoration through the Closing Date) shall be assigned by Seller to Purchaser at the Closing.

ARTICLE VIII NOTICES

Section 8.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, requests, consents, approvals, or other communications (for purposes of this Section 8.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 8.02 below, by one the following methods:

- (a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) Overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier;
- (c) Registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or
- (d) Electronic transmission provided that such transmission is completed no later than 5:00 p.m. Central Time on a business day and the original is also sent by personal delivery, overnight delivery, or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is complete.

Section 8.02 Parties' Addresses.

(a) Unless changed in accordance with Section 8.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name: City of Austin – Office of Real Estate Services
Address: P.O. Box 1088, Austin, TX 78767-8839
Attention: Michael Gates
Email: michael.gates@austintexas.gov

With a copy to:

Name: City of Austin – Law Department
Address: P.O. Box 1088, Austin, TX 78767
Attention: Sean Creegan
Email: sean.creegan@austintexas.gov

If to Purchaser:

Name: Central Health
Address: 1111 E. Cesar Chavez, Austin, TX 78702
Attention: Jeff Knodel, CFO
Email: jeff.knodel@centralhealth.net

With a copy to:

Name: Travis County Attorney, Land Use Division
Address: P.O. Box 1748, Austin, TX 78767
Attention: Chris Gilmore, Assistant County Attorney
Email: chris.gilmore@traviscountytexas.gov

If to Escrow Agent:

Name: Capstone Title
Address: 901 S. Mopac Expy, Building 2, Suite 150, Austin, TX 78746
Attention: Travis Smith
Email: traviss@capstonetitletx.com

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

**ARTICLE IX
REMEDIES**

Section 9.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Earnest Money plus any accrued interest thereon, if any, as and for full and complete liquidated and agreed damages for Purchaser's Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DOWN PAYMENT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, Purchaser's sole and exclusive remedy shall be to receive the Earnest Money and any accrued interest thereon minus the Independent Consideration. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller be liable to Purchaser for any damages of any kind whatsoever. Purchaser waives all rights to specific performance or injunctive relief or other relief to cause Seller to perform its obligations under this Agreement.

(c) Upon the release of the Earnest Money, and any interest accrued thereon, to either Purchaser or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(d) Notwithstanding anything in this Article or in this Agreement, Purchaser may terminate if Central Health Board of Managers does not provide funding for this Agreement or any of the obligations hereunder. As of the Effective Date, Central Health Board of Managers has approved funding for this Agreement and related obligations for the current fiscal year.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

ARTICLE X ESCROW

Section 10.01 Escrow Terms.

(a) At closing, the Earnest Money will be applied first to Purchase Price. If no closing occurs, the Title Company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the Title Company from all parties.

(b) If one party makes written demand for the Earnest Money, the Title Company will give notice of the demand by providing to the other party a copy of the demand. If the Title Company does not receive written objection to the demand from the other party within 15 days after the date the Title Company sent the demand to the other party, the Title Company may disburse the Earnest Money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the Earnest Money and the Title Company may pay the same to the creditors.

(c) The Title Company will deduct any Independent Consideration under Section before disbursing any Earnest Money to Buyer and will pay the Independent Consideration to Seller.

Section 10.02 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI BROKERS

Section 11.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction.

Section 11.02 Survival. The provisions of this Article XI shall survive the Closing, or the termination of this Agreement prior to the Closing.

ARTICLE XII MISCELLANEOUS

Section 12.01 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas.

Section 12.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, with no party relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 12.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 12.04 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "business day" shall be deemed to mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for business in the State of Texas.

Section 12.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 12.06 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Earnest Money and any interest earned thereon.

Section 12.07 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in

Seller's sole discretion. Any purported assignment without Seller's consent shall be void and of no force or effect.

Section 12.08 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 12.09 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in Texas and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 12.10 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 12.11 Time Is of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notice, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 5 p.m. Central Time on such date, provided that such action must be completed by 11 a.m. Central Time with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a business day, then such date shall be extended until the immediately following business day.

Section 12.12 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 12.13 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 12.14 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 12.15 Condemnation: If before closing, condemnation proceedings are commenced against any part of the Property by any entity except by Purchaser or Travis County, Purchaser may terminate this contract by providing written notice to Seller within 15 days after Purchaser is advised of the condemnation proceedings and the Earnest Money, less any Independent Consideration paid, will be refunded to Purchaser; or appear and defend in the condemnation proceedings and any award will, at Purchaser's election, belong to: (1) Seller and the sales price will be reduced by the same amount; or Purchaser and the sales price will not be reduced.

Section 12.16 The effective date (the “**Effective Date**”) of this Agreement will be the later date that both Seller and Purchaser have signed and executed this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE BY THEIR RESPECTIVE OFFICERS THEREUNTO DULY AUTHORIZED.

PURCHASER:

Travis County Healthcare District, d/b/a Central Health, a hospital district formed under Texas Health and Safety Code Chapter 281

By: _____

Name: Mike Geeslin

Title: President & CEO

SELLER:

City of Austin, a Texas home-rule city and municipal corporation situated in Travis, Williamson, and Hays County, Texas

By: _____

Name:

Title:

JOINDER BY ESCROW AGENT

Capstone Title Attn: Travis Smith Traviss@capstonetitletx.com (a) acknowledges receipt of the fully executed Agreement and Earnest Money described in Article III this ____ day of _____, 2021, (b) agrees to hold and deliver same in accordance with the terms of this Agreement, and (c) agrees to assume all responsibilities for information reporting required under Section 6045(e) of the Internal Revenue Code of 1986, as amended.

By: _____
Name:
Escrow Officer

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

EXHIBIT A-1
LICENSE AGREEMENT

EXHIBIT B
PROJECT DESCRIPTION

EXHIBIT C

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.

Date:

Grantor: City of Austin, a Texas home-rule city and municipal corporation situated in Travis, Williamson, and Hays County, Texas

Grantor's Mailing Address:

Grantee: Travis County Healthcare District, d/b/a Central Health, a hospital district formed under Texas Health and Safety Code Chapter 281

Grantee's Mailing Address

Consideration:

Property (including any improvements): An approximately ___ acre tract of land situated in Travis County, Texas and being more particularly described by metes and bounds in Exhibit A which is attached hereto and made a part hereof (the "Land"), together with (1) all rights appurtenant to the Land, if any, including without limitation, Grantor's right, title, and interest in any minerals, strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof; (2) Grantor's interest in all leases, rents, and security deposits for all or part of the Property (3) all other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty are set forth on Exhibit "A" attached to and incorporated in this Deed by reference.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the

Exhibit A

Exceptions To Conveyance and Warranty

[TO BE INCORPORATED ONE THE TITLE HAS BEEN REVIEWED]