

IN BUILDING IT/TELECOM SOLUTIONS AGREEMENT

This In-Building IT/Telecom Solutions Agreement (“**Agreement**”), dated as of **December 15, 2017**, is by and between the Travis County Healthcare District, a hospital district created under Chapter 281 of the Texas Health & Safety Code (“**Central Health**”), and Seton Family of Hospitals, a Texas nonprofit corporation (“**Seton**”). (Central Health and Seton are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, Central Health owns the Licensed Facilities, as that term is defined herein;

WHEREAS, Seton owns the Seton Equipment, as that term is defined herein;

WHEREAS, Central Health wishes to grant Seton a license to utilize the Licensed Facilities for the purpose of operating, maintaining, repairing and, if necessary, replacing the Seton Equipment for the benefit of Central Texas Community Health Centers (“**CommUnityCare**” or “**CUC**”), Central Health’s co-applicant for Federally Qualified Health Center status, and for the purpose of providing the CUC with the IT/Telecom Services, as that term is defined herein; and

WHEREAS, Seton wishes to operate, maintain, repair and, if necessary, replace the Seton Equipment for the benefit of CUC and to provide CUC with the IT/Telecom Services described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Central Health and Seton each acknowledge, Central Health and Seton covenant and agree as follows:

1. **Definitions.** As used in this Agreement, the term:

(a) “**BPOB**” means the three-floor professional office building located on the Land and known as the *University Medical Center Brackenridge Professional Office Building*;

(b) “**BPOB Electrical/Telecom Closets**” means the three electrical/telecom closets located on the first, second and third floors, respectively, of the BPOB and identified as such on Exhibit A attached hereto;

(c) “**Effective Date**” means January 1, 2018.

(d) “**Expiration Date**” shall have the meaning set forth in Section 7(a), below.

(e) “**IT/Telecom Services**” means the information technology and telecom services described in Exhibit B attached hereto, as it may be amended from time to time upon the mutual agreement of the Parties to reflect additional information technology and telecom services;

(f) “**IT/Telecom Facilities**” means, collectively, the BPOB Electrical/Telecom Closets and the UMCB Telecom/Data/PBX Rooms;

(g) “**Land**” means the real property owned by Central Health on which the UMCB Hospital Tower and the BPOB are located and being more particularly described in the legal description set forth in Exhibit C attached hereto;

(h) “**Licensed Facilities**” means:

- i. the IT/Telecom Facilities;
- ii. the cables, fiber, wires and electrical, data, and telecom distribution and transmission systems and devices required to connect the UMCB Telecom/Data/PBX Rooms to the BPOB (including the BPOB Electrical/Telecom Closets); and
- iii. such streets, driveways, sidewalks, interior and exterior doorways, hallways, stairs, elevators, wire-ways, and other facilities located on the Land as are reasonably necessary to permit Seton and its employees, agents, representatives, invitees and guests to have access to the IT/Telecom Facilities (and related cables, fiber, wires and electrical, data and telecom distribution and transmission systems and devices) in order to operate, maintain, repair and, if necessary, replace the Seton Equipment;

(i) “**Seton Equipment**” means all furniture, fixtures and equipment owned by Seton and located in the IT/Telecom Facilities, including, without limitation, the furniture, fixtures and equipment specified in Exhibit D attached hereto, together with each item of furniture, fixtures and equipment that shall be purchased or acquired by Seton for use in the IT/Telecom Facilities either: (i) to replace an item of similar use that was formerly included in the definition of Seton Equipment but shall have been disposed of by Seton; or (ii) in connection with Seton’s use and operation of the IT/Telecom Facilities;

(j) “**Term**” shall have the meaning set forth in Section 7(a), below;

(k) “**UMCB Hospital Tower**” means the nine-floor (above grade) and two-floor (below grade) hospital tower located on the Land and known as *University Medical Center Brackenridge*; and

(l) “**UMCB Telecom/Data/PBX Rooms**” means the telecom switch room, data center, and PBX office located on the lower level of the UMCB Hospital Tower and identified as such on Exhibit E attached hereto.

2. **License.** Commencing on the Effective Date and continuing throughout the Term, Central Health grants to Seton a non-exclusive license to occupy and use the IT/Telecom Facilities and a non-exclusive license to use the other Licensed Facilities for

the purpose of providing CUC with the IT/Telecom Services described herein. During the Term, Central Health agrees to limit access to the IT/Telecom Facilities to authorized Central Health and security personnel and further agrees to provide Seton, its employees and/or agents with access to the Licensed Facilities, twenty-four hours a day, seven days a week, for the purpose of operating, maintaining, repairing and, if necessary, replacing the Seton Equipment. Notwithstanding the foregoing, Seton agrees that Central Health may establish reasonable sign in/out entry points and protocols. During the Term, except in the case of a fire, flood or other emergency condition that may affect the operation of the IT/Telecom Facilities, Central Health shall not grant access to or authorize any person (other than authorized Central Health and security personnel) to enter the IT/Telecom Facilities, unless any such person is accompanied by an authorized employee and/or agent of Seton.

3. **Seton Equipment.** Seton owns and operates the Seton Equipment described herein. Subject to the provisions of Section 4(c), below, during the Term, Seton agrees to operate the Seton Equipment, in a manner consistent with the manner in which Seton shall have operated the Seton Equipment immediately prior to the Effective Date, for the purpose of providing CUC the IT/Telecom Services described herein. Subject to the provisions of Section 4(c), below, during the Term, Seton agrees to maintain the Seton Equipment, at a standard consistent with the standard in which Seton shall have maintained the Seton Equipment immediately prior to the Effective Date. The Seton Equipment is the personal property of Seton and Seton shall at all times control the operation, maintenance, repair and, if necessary, replacement of the Seton Equipment.

4. **IT/Telecom Services.**

(a) Subject to the provisions of Section 4(c), below, during the Term, Seton shall provide the IT/Telecom Services specified in Exhibit B, attached hereto to CUC through the operation of the Seton Equipment and the use of the Licensed Facilities described herein.

(b) The Parties acknowledge and agree that the IT/Telecom Services specified in Exhibit B are based on information, assumptions, and beliefs that the Parties have as of the date of this Agreement, and that, if CUC's operations increase, decrease, or change in any way, the IT/Telecom Services to be provided may too. The Parties, therefore, agree to cooperate and negotiate in good faith with a view towards executing an amendment to this Agreement that will reflect: (i) any additional or modified IT/Telecom Services to be provided hereunder; and (ii) the fees, if any, that shall be payable to Seton in consideration of any such additional or modified IT/Telecom Services that Seton shall provide to CUC pursuant to this Agreement.

(c) At any time during the Term, Seton may provide Central Health with written notice that Seton intends to supply all or a portion of the IT/Telecom Services described herein from one or more locations other than the UMCB Telecom/Data/PBX Rooms. In such event, Central Health and Seton agree to cooperate and negotiate in good faith with the view towards entering into an

amendment to this Agreement, which amendment shall set forth: (i) Seton's agreement to provide the IT/Telecom Services described herein during the remainder of the Term hereof from one or more locations other than the UMCB Telecom/Data/PBX Rooms; and (ii) such other modifications to this Agreement as the Parties may mutually agree.

5. **No Charge for IT/Telecom Services; Maintenance, Repair and Replacement of Seton Equipment.**

(a) The IT/Telecom Services that Seton shall provide to CUC pursuant to the terms of this Agreement shall be provided by Seton without charge to Central Health or CUC.

(b) During the Term, Seton shall be responsible for maintaining, repairing and, if necessary, replacing the Seton Equipment and shall pay all costs and expenses incurred in connection therewith.

6. **Utilities; Security Services.**

(a) During the Term, Central Health shall (subject to adjustment as herein provided) supply electrical power, chilled water, and steam to the IT/Telecom Facilities, in the same quality, quantity, and levels that Seton shall have supplied such utilities to the IT/Telecom Facilities immediately prior to the Effective Date, at Central Health's sole cost and expense, and consistent with the temperature, humidity, and other standards specified in Exhibit F attached hereto; provided, however, Central Health may, as it deems appropriate: (i) scale back the operations of the Central Plant to reduce cost and reflect reduced demand; (ii) install different dedicated system(s) to support the IT/Telecom Facilities; and (iii) use commercially reasonable efforts to provide electric power, chilled water (or alternate cooling source or system), and steam (or alternate means to control humidity in the IT/Telecom Facilities) to maintain the standards set forth in Exhibit F, so long as any actions taken by Central Health pursuant to clauses (i), (ii) or (iii) of this Section 6(a) shall not result in any material decrease or degradation in the quality, quantity, or levels of the electrical power, chilled water, and steam that Seton shall have supplied to the IT/Telecom Facilities immediately prior to the Effective Date.

(b) During the Term, Central Health shall provide commercially reasonable security services to the BPOB and UMCB Hospital Tower.

7. **Term; Early Termination; Default.**

(a) The term ("Term") of this Agreement shall commence on the Effective Date and shall expire at the close of business on June 30, 2018, or at the close of business on the date on which CUC shall vacate the BPOB, whichever of such dates shall be the first to occur (the date on which the Term of this Agreement shall expire in accordance with the provisions of this Section 7(a), the "Expiration Date").

(b) In the event Seton defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of ten days after written notice thereof from Central Health (unless the nature of the event takes longer to cure and Seton commences a cure within such time period and diligently pursues it thereafter), Central Health may, at its option, either: (i) terminate this Agreement by written notice to Seton; or (ii) exercise all remedies available at law or in equity including, without limitation, the right to seek specific performance and injunctive relief. Seton acknowledges that the services provided under Sections 3 and 4 of this Agreement are of a special character and agrees that a breach or threatened breach of any of its obligations hereunder will give rise to irreparable harm to Central Health and CUC.

(c) In the event Central Health defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of ten days after written notice thereof from Seton (unless the nature of the event takes longer to cure and Central Health commences a cure within such time period and diligently pursues it thereafter), Seton may thereafter terminate this Agreement by further written notice to Central Health that Seton intends to terminate this Agreement within 30 days.

(d) Upon the expiration or earlier termination of this Agreement, as provided in this Section 7: (i) Central Health's obligations hereunder including, without limitation, Central Health's obligations under Section 6 with respect to the provision of utilities, shall cease; and (ii) Seton shall have the right to enter the BPOB and UMCB at any time and from time to time during the 60-day period that shall commence on the date of such expiration or earlier termination, for the purpose of removing the Seton Equipment from the IT/Telecom Facilities. Seton shall, if required by Central Health, at Seton's expense, promptly repair, in a commercially reasonable manner, any damage caused by the removal of the Seton Equipment and leave the IT/Telecom facilities in broom-clean condition. The provisions of this Section 7(d) shall survive the expiration or earlier termination of this Agreement.

8. Indemnification; Waiver of Certain Damages; Insurance Requirements; Force Majeure.

(a) Seton shall indemnify and hold Central Health harmless against any claim of liability, loss, bodily injury, or property damage resulting from or arising out of the acts or omissions of Seton or its employees or agents in connection with the use and occupancy of the IT/Telecom Facilities or the performance (or non-performance) of Seton's obligations hereunder, excepting any claims, liabilities, losses, or damages that may be due or caused by the negligent acts or omissions of Central Health or its employees or agents, and excepting any claims, liabilities, losses, or damages that may be due or caused by the occurrence of any event or circumstance that shall fall within the definition of Force Majeure, as that term is defined in Section 8(e), below.

(b) To the extent authorized by the constitution and laws of the State of Texas, Central Health shall indemnify and hold Seton harmless against any claim of liability, loss, bodily injury, or property damage resulting from or arising out of the acts or omissions of Central Health or its employees or agents in connection with the performance (or non-performance) of Central Health's obligations hereunder, excepting any claims, liabilities, losses or damages that may be due or caused by the negligent acts or omissions of Seton or its employees or agents, and excepting any claims, liabilities, losses, or damages that may be due or caused by the occurrence of any event or circumstance that shall fall within the definition of Force Majeure, as that term is defined in Section 8(e), below.

(c) The foregoing notwithstanding, whether the cause of any claims, liabilities, losses, or damages are insurable, insured or not insured, foreseen or unforeseen, in no event shall either Party be responsible or liable to the other Party for the loss of anticipatory revenue or income, or any indirect, special, incidental, punitive or consequential damages of any kind or nature, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

(d) With respect to the insurance coverages that shall be required in connection with this Agreement, the Parties agree as follows:

(i) Central Health and Seton shall each procure and maintain throughout the Term commercial general liability insurance with limits of not less than \$1,000,000 for bodily injury, death, or for damage or injury to or destruction of property (including the loss of use thereof) per any one occurrence;

(ii) Seton shall procure and maintain throughout the Term all risk property insurance in the amount of the full replacement value of the Seton Equipment;

(iii) Seton will provide evidence of insurance coverage as requested by Central Health. Central Health will provide evidence of insurance coverage as reasonably requested by Seton. Should any of the above described policies be cancelled before the Expiration Date thereof, notice will be delivered in accordance with the policy provisions;

(iv) the Parties waive and release any and all rights of action for negligence against the other which may arise on account of damage to the Licensed Facilities or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them;

(v) the foregoing waivers and releases shall apply between the Parties and to any claims under or through either Party as a result of any asserted right of subrogation;

(vi) all policies of insurance covering property damage obtained by either Party concerning or including the Licensed Facilities or property shall waive the insurer's right of subrogation against the other Party; and

(vii) each of the Parties may discharge its obligations under this Section 8(d) through customary self-insurance arrangements.

(e) As used herein, the term "**Force Majeure**" shall mean, with respect to Seton or Central Health (the "**Force Majeure Party**"), the occurrence of any of the following:

(i) strikes, lockouts, or picketing (legal or illegal);

(ii) riot, civil commotion, insurrection, and war;

(iii) fire or other casualty, accidents, acts of God or public enemy; or

(iv) any other similar event that prevents or delays the performance by the Force Majeure Party of any of its obligations imposed upon it hereunder and the prevention or cessation of which event is beyond the reasonable control of the Force Majeure Party and is not a change in market or economic conditions;

provided, however, in no event shall a Party's inability to pay monetary sums when due be deemed to constitute Force Majeure.

(f) If a Force Majeure Party shall be delayed, hindered or prevented from performance of any of its obligations hereunder by reason of Force Majeure, the time for performance of such obligation shall be extended on a day-for-day basis for each day of actual delay, provided that the following requirements are complied with by the Force Majeure Party:

(i) the Force Majeure Party shall give prompt written notice of such occurrence to the other Party, and

(ii) the Force Majeure Party shall diligently attempt to remove, resolve or otherwise eliminate such event, and minimize the cost and time delay associated with such event, keep the other Party advised with respect thereto, and commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination.

(g) In the event of a Force Majeure occurrence that hinders, delays, or prevents performance of the obligations hereunder for more than 15 business days, either Party may terminate this Agreement by giving the other Party 30 business days' advance notice of such termination.

9. **Notices.**

(a) Any notice provided for or permitted to be given hereunder must be in writing and may be given by (i) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this section; or (ii) delivering the same to the Party to be notified in person or through a reliable courier service. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice, the addresses of the Parties shall, until changed, be as follows:

To Central Health: Travis County Healthcare District
1111 East Cesar Chavez Street
Austin, Texas 78702
Attention: President and Chief Executive Officer

With a copy to:

Central Texas Community Health Centers
d/b/a CommUnityCare
2115 Kramer Lane, Suite 100
Austin, Texas 78758
Attention: Chief Executive Officer

To Seton: Seton Family of Hospitals
1345 Philomena Street, Suite 402
Austin, Texas 78723
Attention: President and Chief Executive Officer

With a copy (which shall not constitute notice) to:

Seton Family of Hospitals
1345 Philomena Street, Suite 402
Austin, Texas 78723
Attention: General Counsel

(b) The Parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the continental United States by giving 10 days' advance notice to such effect in accordance with the provisions of this section. Any notice given by counsel or authorized agent for a Party shall be deemed to have been given by such Party.

(c) Either Party, by giving notice in the manner specified in this section, may require subsequent notices to be given to another person whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change will not be invalidated by the change.

10. **Interpretation of Agreement.**

(a) **Amendment.** No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

(b) **Headings; Interpretation.** Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement requires, words used in the singular will be construed to include the plural and vice versa, and pronouns of whatsoever gender will be deemed to include and designate the masculine, feminine, or neuter gender.

(c) **Applicable Law.** This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Agreement are performable in Travis County, Texas.

(d) **Remedies Cumulative.** All rights and remedies of the Parties under this Agreement will be cumulative and none will exclude any other rights or remedies allowed by law or in equity.

(e) **Time of Essence.** Time is of the essence with respect to the performance of each of the terms, provisions, covenants, and conditions contained in this Agreement. Any provision of this Agreement to the contrary notwithstanding, if any day or date specified or provided in this Agreement falls on a day that is not a Business Day, then such day or date will be automatically extended to the next Business Day to follow. The term "Business Day" means any day that is not a Saturday, Sunday, or legal banking holiday.

(f) **Exhibits.** The terms and provisions of all exhibits described in and attached to this Agreement are hereby made a part of this Agreement for all purposes.

(g) **Severability.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

(h) **Drafting.** No provision of this Agreement shall be interpreted for or against any Party hereto on the basis that such Party was the author of such provision, each Party having participated equally in the drafting hereof, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

11. **Modification and Non-Waiver.** No variations, modifications, or changes herein or hereof shall be binding upon any Party hereto unless set forth in a writing executed by Central Health and Seton. No waiver by either Party of any breach or default of any term, condition, or provision hereof, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any Party's action, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving Party.

12. **Attorneys' Fees.** If litigation is instituted by either Party to enforce, or to seek damages for the breach of, any provision hereof, the prevailing Party therein shall be promptly reimbursed by the other Party for all attorneys' fees reasonably incurred by the prevailing Party in connection with such litigation.

13. **Surrender of IT/Telecom Facilities.**

(a) Subject to the provisions of Section 7(d) above, upon the expiration or earlier termination of this Agreement, Seton shall remove all the Seton Equipment from the IT/Telecom Facilities and return, peaceably quit, deliver up, and surrender the IT/Telecom Facilities to Central Health in good order, repair, and condition, subject to ordinary wear and tear, casualty, condemnation, and matters that are the responsibility of Central Health hereunder.

(b) If Seton abandons, vacates, or surrenders the IT/Telecom Facilities, or is dispossessed by process of law, or otherwise, any of the Seton Equipment left in or about the IT/Telecom Facilities will, at the option of Central Health, upon the expiration of the 60-day period specified in Section 7(d) above, be deemed abandoned and may be disposed of, kept in place, used, sold, destroyed, or stored by Central Health without notice to Seton or any other person (and without any obligation to account for same) at the expense and risk of Seton.

(c) Subject to the provisions of Section 7(d), above, upon such expiration or termination, Central Health may, without further notice, enter upon, reenter, possess, and repossess itself of the IT/Telecom Facilities by summary proceedings, ejectment, or otherwise, and may dispossess and remove Seton and all those claiming under Seton from the IT/Telecom Facilities and may have, hold, and enjoy the IT/Telecom Facilities and all rental and other income therefrom, free of any claim by Seton and those claiming under Seton with respect thereto.

(d) The provisions of this section shall survive the expiration or earlier termination of this Agreement.

14. **Assignment and Transfer; Successors and Assigns.** Neither of the Parties may assign or transfer this Agreement or any of its rights, duties, or obligations hereunder, by operation of law or otherwise, absent the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns.

Whenever a reference is made herein to either Party, such reference shall include such Party's legal representatives, successors, and permitted assigns.

15. **Third Parties Beneficiaries.** Except as expressly provided herein, the terms and provisions of this Agreement are for the sole benefit of Central Health and Seton, and no third party whatsoever is intended to benefit herefrom or shall have any right to enforce this Agreement. The Parties agree that CUC is a third-party beneficiary of Central Health's rights under this Agreement.

16. **Survival.** Any terms and provisions of this Agreement pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Agreement, including indemnification obligations relating to events or conditions that occur or exist prior to such expiration or termination, shall survive the expiration or termination of this Agreement.

17. **Broker.** Central Health and Seton represent and warrant to each other that such Party has not dealt with any broker in connection with this Agreement and that, insofar as such Party knows, no broker negotiated this Agreement or is entitled to any commission in connection herewith. Central Health and Seton each agree to reimburse the other Party for any losses, costs, or damages (including reasonable attorneys' fees) incurred by the other Party as a consequence of the breach or violation of the representations and warranties of such Party under this section.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. An executed counterpart transmitted by facsimile or electronic mail shall be deemed an original counterpart and shall be as effective as delivery of a manually executed counterpart of this Agreement.

19. **Blackstock Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the Blackstock Family Health Center Transition Agreement (the "**Blackstock Agreement**"), dated December 14, 2014, shall remain in full force and effect in accordance with its terms until the close of business on December 14, 2017 (the "**Blackstock Agreement Termination Date**").

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the date first above written.

**TRAVIS COUNTY HEALTHCARE DISTRICT
d/b/a Central Health**

By: _____
Mike Geeslin
President and CEO

SETON FAMILY OF HOSPITALS

By: _____
Greg Hartman
Chief of External and Academic Affairs

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the date first above written.

**TRAVIS COUNTY HEALTHCARE DISTRICT
d/b/a Central Health**

By: Mike Geeslin
Mike Geeslin
President and CEO

SETON FAMILY OF HOSPITALS

By: _____
Greg Hartman
Chief of External and Academic Affairs

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**TRAVIS COUNTY HEALTHCARE DISTRICT
d/b/a Central Health**

By: _____
Mike Geeslin
President and CEO

SETON FAMILY OF HOSPITALS

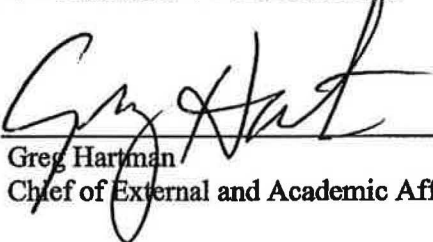
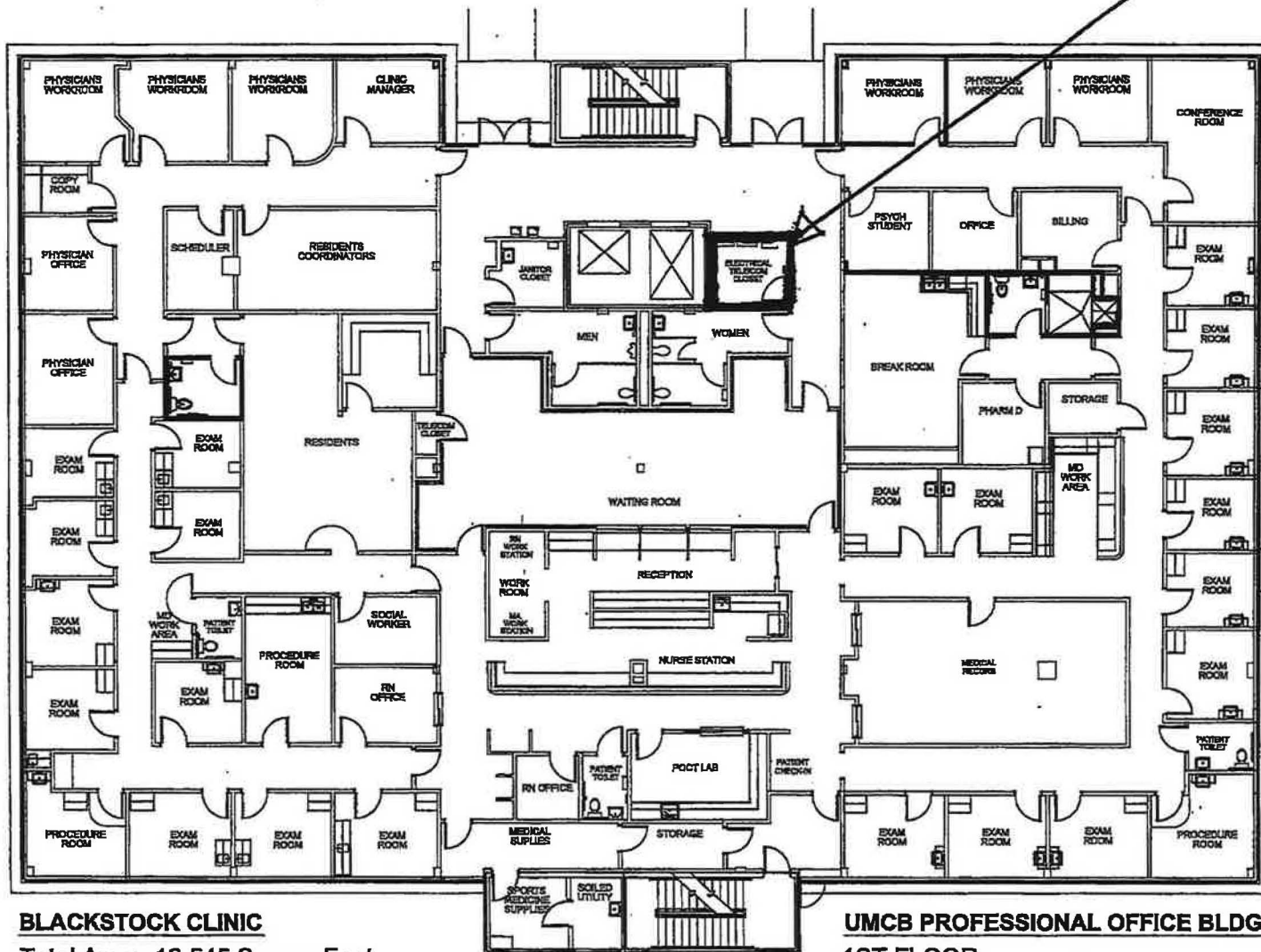
By:  _____
Greg Hartman
Chief of External and Academic Affairs

Exhibit A
BPOB Electrical/Telecom Closets

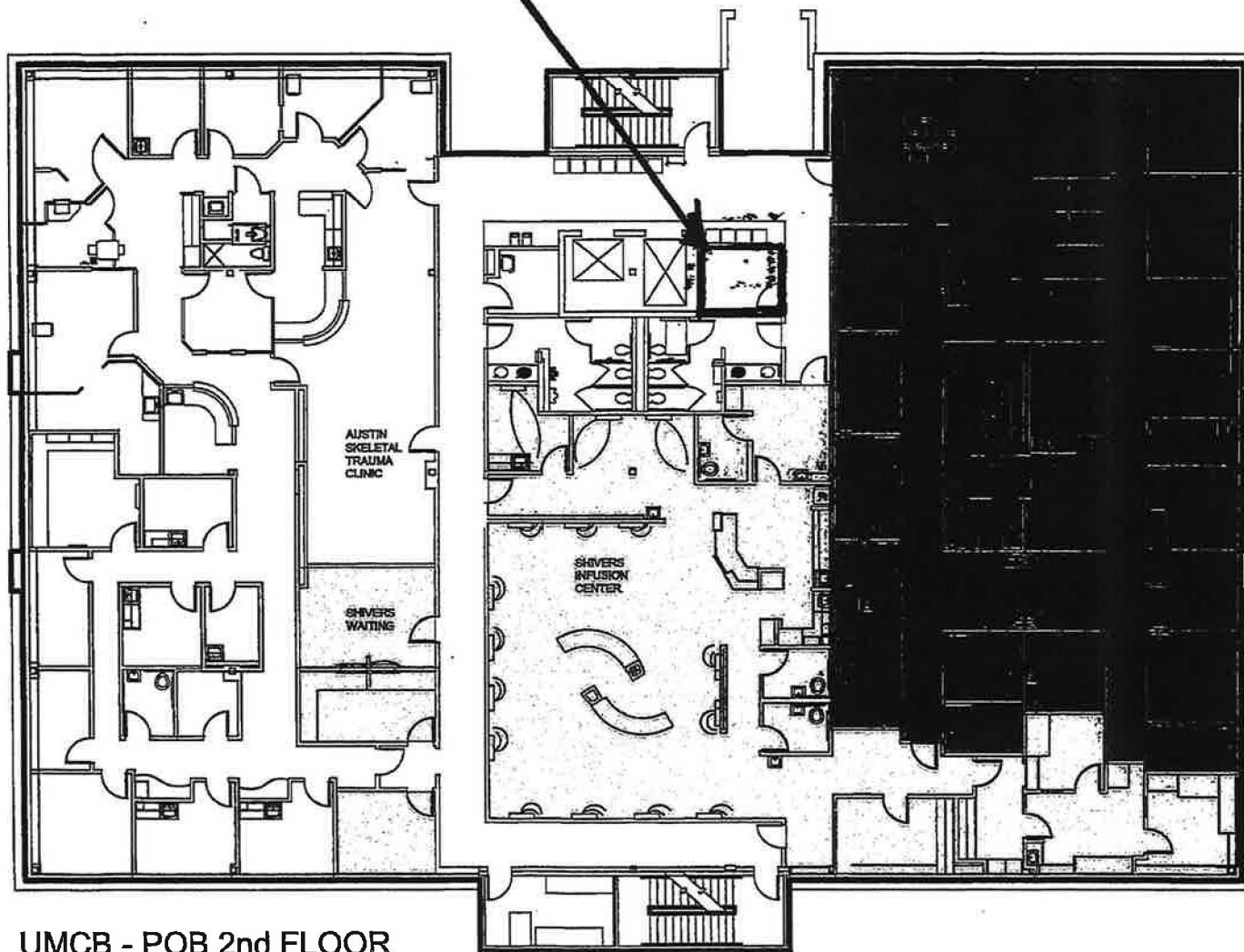
Electrical/
Telecom Closet



BLACKSTOCK CLINIC
Total Area: 12,545 Square Feet
Exam Rooms: 22
Procedure Rooms: 3

UMCB PROFESSIONAL OFFICE BLDG
1ST FLOOR

Electrical/
Telecom Closet



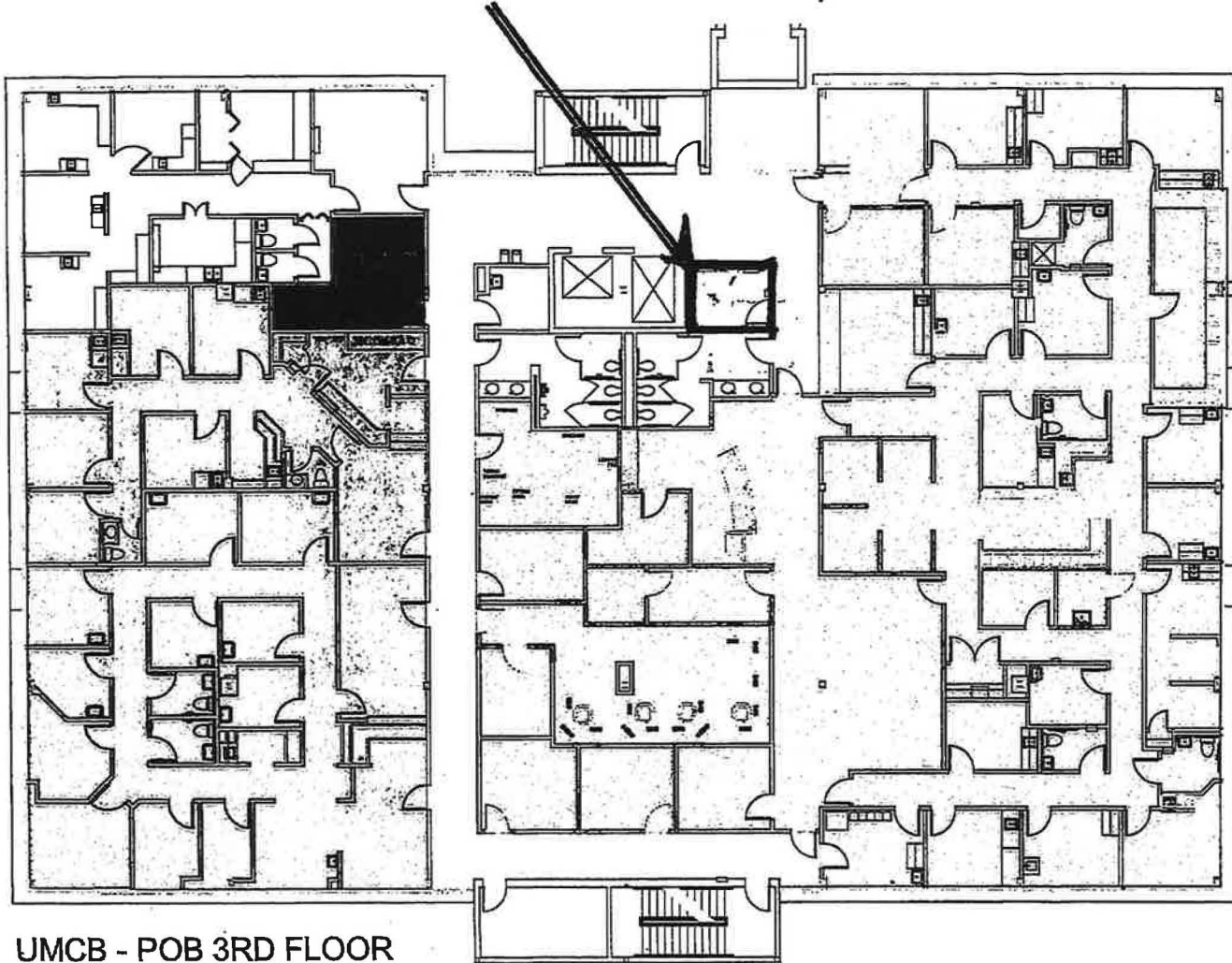
UMCB - POB 2nd FLOOR

○ SHIVERS INFUSION CENTER
3,383 SF

○ AUSTIN SKELETAL TRAUMA
4,402 SF

● IM SUBSPECIALTY CLINIC
4,041 SF

*Electrical/
Telecom
Closed*



UMCB - POB 3RD FLOOR

○ Oncology Services
901 Sq Ft

○ Seton Fund
1,104 Sq Ft

○ Community Care OB Clinic
6,028 Sq Ft

○ Shivers Clinic
3,411 Sq Ft

● POC Lab
195 Sq Ft

Exhibit B
IT/Telecom Services

- Seton will be supporting Seton Residency staff within the BPOB Blackstock Clinic
 - 5 phones
 - 5 laptop connections
 - 1 Printer
 - This will require Seton network switches to reside in, and Seton to have access to, the BPOB Electrical/Telecom Closets
 - These services will be independent of the UMCB Hospital Tower

- Seton will be providing Central Health support independent of the UMCB Hospital Tower and BPOB building related to the agreement between Medxcel and Central Health
 - Network connectivity and existing Seton equipment will remain in the UMCB Engineering building to be used by Medxcel in support their Central Health maintenance agreement

- Central Health will be responsible of maintaining the equipment and connectivity for all Central Health WAN, network and analog circuits independently from the Seton network

- Representatives of Central Health have indicated that they will take over the connectivity of the remote fire alarm monitoring and UMCB / BPOB E911 services

- As of yet, Seton does not have a date for when the Central Health POTS line circuits will be installed for the transition

Exhibit C
Legal Description of the Land

Tract 1:

14.015 ACRES
BRACKENRIDGE HOSPITAL
CITY OF AUSTIN

FN NO. 04-358(JJM)
SEPTEMBER 20, 2004
BPI JOB NO. 082-38.92

DESCRIPTION

OF A 14.015 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING OUT OF THE ORIGINAL CITY OF AUSTIN, AS SHOWN ON A MAP ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS; SAID 14.015 ACRES BEING ALL OF LOTS 1 THROUGH 8 OF BLOCK 166 1/2, LOTS 1 THROUGH 8 OF BLOCK 166, LOTS 1 THROUGH 8 OF BLOCK 167, LOTS 1 THROUGH 8 OF BLOCK 165, LOTS 2 THROUGH 7 AND A PORTION OF LOT 8 OF BLOCK 168 AND LOTS 5 AND 6 AND THE REMAINING PORTIONS OF LOTS 3, 4 AND 7 OF BLOCK 164 OF SAID ORIGINAL CITY OF AUSTIN; SAID 14.015 ACRES ALSO BEING THE SABINE STREET RIGHT-OF-WAY VACATED BY CITY ORDINANCE NO. 580515B, RECORDED IN VOLUME 1947, PAGE 276 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, CITY ORDINANCE NO. 750529-A, RECORDED IN VOLUME 5234, PAGE 2071 OF SAID DEED RECORDS AND A PORTION OF SAID SABINE STREET RIGHT-OF-WAY VACATED BY CITY ORDINANCE NO. 760527-A, RECORDED IN VOLUME 5480, PAGE 873 OF SAID DEED RECORDS, AND ALSO BEING A PORTION OF THE ORIGINAL RED RIVER STREET RIGHT-OF-WAY VACATED BY CITY ORDINANCE NO. 760122-A, RECORDED IN VOLUME 5388, PAGE 1230 OF SAID DEED RECORDS AND AMENDED BY ORDINANCE 760318-D, AND ALSO BEING ALL OF THE PORTIONS OF THE RE-LOCATED RED RIVER STREET RIGHT-OF-WAY VACATED BY CITY ORDINANCE NO. 760527-A, RECORDED IN VOLUME 5480, PAGE 873 OF SAID DEED RECORDS, AND ALSO BEING ALL OF THE EAST 14TH STREET RIGHT-OF-WAY VACATED BY CITY ORDINANCE NO. 750529-A, RECORDED IN VOLUME 5234, PAGE 2071 OF SAID DEED RECORDS, CITY ORDINANCE NO. 660707-B AND A PORTION OF THE EAST 14TH STREET RIGHT-OF-WAY VACATED BY CITY ORDINANCE NO. 730201-H, RECORDED IN VOLUME 4575, PAGE 951 OF SAID DEED RECORDS, AND ALSO BEING PORTIONS OF THE EAST 13TH STREET RIGHT-OF-WAY VACATED BY CITY ORDINANCE NO. 7721109-G, RECORDED IN VOLUME 4490, PAGE 518 OF SAID DEED RECORDS AND CITY ORDINANCE NO. 750529-A, RECORDED IN VOLUME 5234, PAGE 2071 OF SAID DEED RECORDS AND CITY ORDINANCE NO. 730201-H, RECORDED IN VOLUME 4575, PAGE 951 OF SAID DEED RECORDS; SAID 14.015 ACRES ALSO BEING ALL OF THOSE ALLEYS LOCATED WITHIN SAID BLOCK 166 1/2, SAID BLOCK 166 AND SAID BLOCK 165, VACATED BY CITY ORDINANCE NO. 750529-A, RECORDED IN VOLUME 5234, PAGE 2071 OF SAID DEED RECORDS, AND ALL OF THAT ALLEY LOCATED WITHIN SAID BLOCK 167 VACATED BY CITY ORDINANCE NO. 580515B, RECORDED IN VOLUME 1947, PAGE 276 OF SAID DEED RECORDS, AND ALL OF THAT ALLEY LOCATED WITHIN SAID BLOCK 168 VACATED BY CITY ORDINANCE NO. 760122-A, RECORDED IN VOLUME 5388, PAGE 1230 OF SAID DEED RECORDS AND A PORTION OF THAT ALLEY LOCATED IN BLOCK 164 VACATED BY CITY ORDINANCE NO. 730201-H, RECORDED IN VOLUME 4575, PAGE 951 OF SAID DEED RECORDS; SAID 14.015 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a City of Austin right-of-way monument found in the centerline of East 15th Street (100' R.O.W.) being the point of intersection with the centerline of said vacated Sabine Street (80' R.O.W.), and from which a 1/2 inch iron rod found in the centerline of said East 15th Street, bears N73°35'17"W, a distance of 359.48 feet;

FN04-358(JJM)
SEPTEMBER 20, 2004
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THENCE, $S73^{\circ}35'17''E$, along the centerline of said East 15th Street, a distance of 316.38 feet to a point;

THENCE, $S16^{\circ}24'43''W$, leaving the centerline of East 15th Street, a distance of 50.00 feet to a cut "X" in concrete set for the POINT OF BEGINNING and northeasterly corner hereof, being the point of intersection of the southerly right-of-way line of said East 15th Street with the westerly right-of-way line of Interstate Highway 35 (R.O.W. varies), also being the northeasterly corner of said Block 166 1/2;

THENCE, $S16^{\circ}30'34''W$, along the westerly line of Interstate Highway 35, being the easterly line of said Block 166 1/2, said vacated East 14th Street (Ordinance 750529-A), said Block 166, and said vacated East 13th Street (Ordinance 7721109-G), a distance of 642.52 feet to a 1/2 inch iron rod with cap set for the most easterly southeast corner hereof, and from which a 1/2 inch iron rod with aluminum cap found at the northeasterly corner of Brackenridge Hospital Sub-Station Subdivision, a subdivision of record in Book 67, Page 61 of the Plat Records of Travis County, Texas, bears $S16^{\circ}30'34''W$, a distance of 30.00 feet, and also from which a 1/2 inch iron rod with aluminum cap set for the southeasterly corner of said Brackenridge Hospital Sub-Station Subdivision bears $S16^{\circ}30'34''W$, a distance of 230.15;

THENCE, over, across and through said vacated East 13th Street (Ordinance 7721109-G) and a portion of said vacated Sabine Street (Ordinance 760527-A) the following five (5) courses and distances:

- 1) $N73^{\circ}37'40''W$, along the northerly line of that certain portion of public utility easement released to the City of Austin by deed of record in Volume 11574, Page 1782 of said Real Property Records, a distance of 93.38 feet to a 1/2 inch iron rod with cap set for the northwesterly corner of said released public utility easement, same being an interior ell corner hereof;
- 2) $S16^{\circ}12'19''W$, along the westerly line of said released public utility easement, a distance of 30.00 feet to a 1/2 inch iron rod with cap found in the northerly line of said Brackenridge Hospital Sub-Station Subdivision for an exterior ell corner hereof;
- 3) $N73^{\circ}37'40''W$, along the northerly line of said Brackenridge Hospital Sub-Station Subdivision, a distance of 90.17 feet to a square galvanized bolt found for the northwesterly corner of said Brackenridge Hospital Sub-Station Subdivision, same being a point in the easterly line of that certain 0.500 acre tract of land conveyed to Travis County by deed of record in Volume 12276, Page 320 of said Real Property Records for an exterior ell corner hereof;

- 4) N16°31'51"E, along the easterly line of said Travis County Tract, a distance of 8.54 to a 1/2 inch iron rod found being the northeasterly corner of said Travis County Tract for an interior ell corner hereof;
- 5) N73°37'58"W, along the northerly line of said Travis County Tract, passing at a distance of 104.48 feet a cotton spindle found being the northwesterly corner of said Travis County Tract, and continuing for a total distance of 172.88 to a cotton spindle set in the westerly line of said vacated Sabine Street (Ordinance 760527-A), being the easterly line of said vacated East 13th Street (Ordinance 750529-A), for an interior ell corner hereof;

THENCE, S16°30'21"W, along said westerly line of vacated Sabine Street (Ordinance 760527-A) and the easterly line of said vacated East 13th Street (Ordinance 750529-A), a distance of 28.92 to a 1/2 inch iron rod found for the northeasterly corner of that certain 1.382 acre tract leased to Rehab Hospital Services Corporation by Memorandum of Lease of record in Volume 10800, Page 1017 of said Real Property Records, and corrected by instrument of record in Volume 12477, Page 1952 of said Real Property Records, for an exterior ell corner hereof, and from which a cut "X" found at the intersection of the northerly line of a 20 foot alley, same being in the southerly end of said vacated Sabine Street (Ordinance No. 760527-A), and also being the southeasterly corner of said 1.382 acre tract, bears S16°30'21"W, a distance of 179.76 feet;

THENCE, continuing along the northerly and westerly line of said 1.382 acre tract the following four (4) courses and distances:

- 1) N73°36'42"W, leaving the westerly line of said vacated Sabine Street (Ordinance 760527-A), passing at a distance of 102.60 feet a cut "X" found, and continuing for a total distance of 260.58 feet to a cut "X" found for an exterior ell corner of said 1.382 acre tract, same being an interior ell corner hereof;
- 2) S14°01'49"W, a distance of 12.33 feet to a 1/2 inch iron rod found for an interior ell corner of said 1.382 acre tract, same being an exterior ell corner hereof;
- 3) N73°45'30"W, a distance of 99.88 feet to a 1/2 inch iron rod found for the northwesterly corner of said 1.382 acre tract, being in the westerly line of said vacated Rid River Street (Ordinance 760122-A), same being an interior ell corner hereof;

- 4) S16°33'06"W, along the westerly line of said vacated Red River Street (Ordinance 760122-A), a distance of 49.08 feet to a 1/2 inch iron rod found in the easterly right-of-way line of said relocated Red River Street for the southwesterly corner hereof, and from which a 1/2 inch iron rod found in the said easterly line of relocated Red River Street for a point of curvature of a curve to the right bears S10°31'53"E, a distance of 34.55 feet;

THENCE, leaving westerly line of said 1.382 acre tract and continuing along the easterly right-of-way line of said relocated Red River Street the following three (3) courses and distances:

- 1) N10°31'53"W, a distance of 406.30 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the right, and from which a 1/2 inch iron rod found for the beginning of a curve in the westerly line of said relocated Red River Street bears S79°19'39"W, a distance of 79.75 feet;
- 2) Along said non-tangent curve to the right having a radius of 560.00 feet, a central angle of 34°15'00", an arc distance of 334.75 feet and a chord of which bears N06°35'37"E, a distance of 329.79 feet to a 1/2 inch iron rod with cap found for the end of said non-tangent curve to the right;
- 3) N23°43'07"E, a distance of 68.45 feet to a 1/2 inch iron rod with cap set at the northwest corner of said Red River Street vacated by Ordinance 760527-A (Tract 1) for the northwesterly corner hereof, being the point of intersection of the present easterly line of relocated Red River Street with the southerly line of East 15th Street;

THENCE, S73°35'17"E, along the southerly line of East 15th Street, being the northerly line of said Block 168, said vacated Red River Street (Ordinance 760122-A), said Block 167, said vacated Sabine Street (Ordinance 580515B) and said Block 166 1/2, a distance of 949.14 feet to the POINT OF BEGINNING, containing an area of 14.015 acres (610,502 sq. ft.) of land, more or less, within these stakes and bounds.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BRE CAVE ROAD
SUITE 200
AUSTIN, TEXAS 78746

[Signature] 9/20/04
JOHN T. BILNOSKI,
R.P.L.S. NO. 4998
STATE OF TEXAS
FIELD NOTES REVIEWED
By *[Signature]* Date 12-18-2004
Engineering Support Section
Department of Public Works
and Transportation



Tract 2:

0.328 ACRES
BRACKENRIDGE HOSPITAL
TRACT 2

FN. NO. 04-369(JJM)
SEPTEMBER 20, 2004
BPI JOB NO. 629-02.99

DESCRIPTION

OF A 0.328 ACRE TRACT OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE SABINE STREET RIGHT-OF-WAY VACATED BY CITY ORDINANCE 760527-A RECORDED IN VOLUME 5400, PAGE 873 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.328 ACRE TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cut "X" found in the northerly line of a 20' alley for the southwesterly corner of said Vacated Sabine Street (Ordinance 760527-A), same being the southeasterly corner of that certain 1.382 acre tract leased to Rehab Hospital Services Corporation by Memorandum of Lease of record in Volume 10800, Page 1017 of said Real Property Records, and corrected by instrument of record in Volume 12477, Page 1952 of said Real Property Records.

THENCE, N16°30'21"E, along the westerly line of said Vacated Sabine Street (Ordinance 760527-A), passing at a distance of 179.76 feet, a 1/2 inch rod found for the northeasterly corner of said 1.382 acre tract, and continuing for a total distance of 208.68 to a cotton spindle set for the northwesterly corner hereof;

THENCE, S73°37'58"E, leaving the westerly line of said Vacated Sabine Street (Ordinance 760527-A), a distance of 68.40 to a cotton spindle found for the northwesterly corner of that certain 0.500 acre tract of land conveyed to Travis County by deed of record in Volume 12276, Page 320 of said Real Property Records, for the northeasterly corner hereof, from which a 1/2 inch iron rod found for the northeasterly corner of said Travis County Tract bears S73°37'58"E, a distance of 104.48 feet;

THENCE, S16°31'38"W, along the westerly line of Travis County Tract, a distance of 208.68 feet to a cut "X" found in the northerly line of a 20' alley, same being in the southerly end of said Vacated Sabine Street (Ordinance 760527-A), and also being the southwesterly corner of said Travis County Tract, for the southeasterly corner hereof, from which a cotton spindle found for the common southerly corner of said Travis County Tract and Brackenridge Hospital Sub-Station Subdivision, a subdivision of record in Book 67, Page 61 of the Plat Records of Travis County, Texas, bears S73°37'40"E, a distance of 104.46 feet;

THENCE, N73°37'40"W, along the northerly line of said 20' alley, same being the southerly end of said Vacated Sabine Street (Ordinance 760527-A), a distance of 68.33 feet to the POINT OF BEGINNING, containing an area of 0.328 acres (14,266 SF) of land, more or less, within these metes and bounds.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD
SUITE 200
AUSTIN, TEXAS 78746

[Signature]
JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS

7/20/04

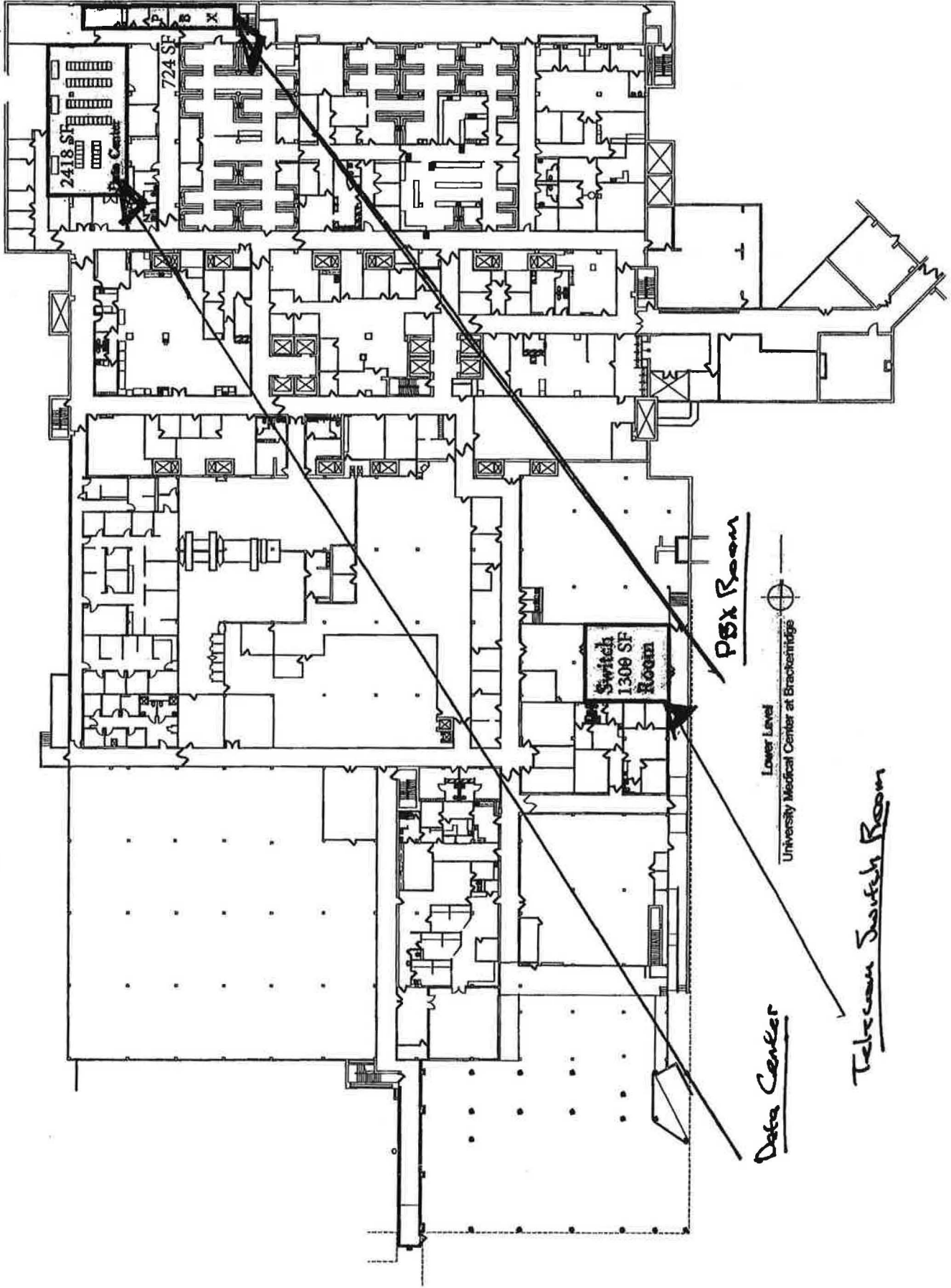


FIELD NOTES REVIEWED
By *[Signature]* Date *10-14-2004*
Engineering Support Section
Department of Public Works
and Transportation

Exhibit D
Seton Equipment

- Seton network core switches, firewalls, WAPs
- Seton UPS systems
- Seton server equipment
- Seton server cabinets
- Seton DAS system
- AT&T Wireless cellular signal source equipment
- Sprint cellular signal source equipment
- Seton Nortel Option 81 / console / printer
- T1 extender / router
- AT&T network equipment
 - This equipment supports others in addition to Seton so its removal time-line is dependent on all AT&T customer services being relocated, not just Seton services
- Level 3 network equipment
 - This equipment supports others in addition to Seton so its removal time-line is dependent on all Level 3 customer services being relocated, not just Seton services
- Spectrum (formerly Time Warner Cable) network equipment
 - This equipment supports others in addition to Seton so its removal time-line is dependent on all Spectrum customer services being relocated, not just Seton services
- GAATN network equipment
- Travis County network equipment
- ARA network equipment

Exhibit E
UMCB Telecom/Data/PBX Rooms



Lower Level
University Medical Center at Brackenridge

PSX Room

Data Center

Telecom Switch Room

Exhibit F
Standard for Utilities

- **UMCB Telecom/Data/PBX Rooms**
 - Maintain temperature between 70 and 78 degrees F
 - Maintain humidity levels between 40 and 60 percent
 - Maintain UPS power levels under 40% of UPS load capacity
 - Maintain all functional lighting
 - Restrict access to only those authorized by Seton/Central Health service provider equipment and those required to maintain room infrastructure (power, cooling, fire suppression, lighting)

- **BPOB Electrical/Telecom Closets**
 - Maintain temperature between 70 and 78 degrees F
 - Maintain humidity levels between 40 and 60 percent
 - Maintain UPS power levels under 40% of UPS load capacity
 - Maintain all functional lighting
 - Restrict access to only those authorized by Seton/Central Health service provider equipment and those required to maintain room infrastructure (power, cooling, fire suppression, lighting)