PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the **"Agreement"**) is made by and between **CVS PHARMACY, INC.**, a Rhode Island corporation (the **"Seller"**) and **WILLIAMSON COUNTY TEXAS**, a political subdivision of the State of Texas (the **"Buyer"**) and is effective as and when set forth herein.

In consideration of the mutual covenants and representations herein contained, the Seller and the Buyer agree as follows:

1. PURCHASE AND SALE

1.1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, the Seller hereby agrees to sell and convey to the Buyer and the Buyer hereby agrees to purchase from the Seller, the following:

The real property (the **"Land"**) located at the southeast intersection of Highway 183 and Highway 29, Liberty Hill, Williamson County, Texas, as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes together with (i) all buildings and improvements (collectively, the **"Improvements"**) located on, in or under the Land, if any; (ii) all of the Seller's rights, titles and interest in any land lying in or under the bed of any highway, avenue, street, road, alley, sidewalk, or right-of-way, open or proposed, in, on, across, above, over, abutting or adjacent to Land, if any; (iii) all of the Sellers' rights, titles and interest in and to any strips, gaps or gores of real estate abutting or adjoining the Land, if any; (iv) all of the Seller's rights, titles and interest in any rights, titles, powers, privileges, easements, licenses, rights-of-way, and hereditaments appurtenant to the Land and the Improvements, if any; (v) all of the Seller's rights, titles and interest in any riparian and other water rights, titles and interests, if any; (vi) all of the Seller's rights, titles and interest in any and all present and reversionary mineral rights and interests of Seller relating to the Land, or any portion thereof, if any; and (vii) all of the Seller's rights, titles and interest in any rights, titles, interests, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing (such Land, Improvements and other rights, titles and interests as set forth above being referred to collectively as the **"Property"**).

2. PURCHASE PRICE

2.1. **Purchase Price.** The purchase price (the **"Purchase Price"**) for the Property shall be ONE MILLION NINE HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED TWENTY AND NO/100 DOLLARS ($1,932,320.00), in "good funds" (as defined by the Texas Board of Insurance), and shall be paid by the Buyer to the Seller at the Closing (as hereinafter defined).

3. EARNEST MONEY

3.1. **Earnest Money.** On or before Closing, the Buyer shall deliver to CHICAGO TITLE INSURANCE COMPANY, 300 Welsh Road, Bldg 1, Suite 100, Horsham, Pennsylvania 19044, Attn: Jon R. Gundling, Email: gundlingj@ctt.com (the **"Title Company"**) the sum of TWENTY-FIVE THOUSAND NO/100 DOLLARS ($25,000.00) (the **"Earnest Money"**). The Earnest Money shall be deposited into an interest bearing account with a bank or thrift institution satisfactory to the Buyer. Failure to timely deposit the Earnest Money shall be a default by the Buyer, and the Seller shall be entitled to terminate this Agreement prior to the Buyer's delivery of the Earnest Money. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money and all interest accrued thereon shall be applied to the payment of the Purchase Price. If the Buyer shall not elect to terminate this Agreement on or before the Contingency Date, then the Earnest Money and all interest thereon shall be "at risk" and non-refundable for any purpose, other as expressly set forth herein, and shall be paid to the Seller if the Buyer shall fail to timely close this transaction.

4. TITLE; SURVEY

4.1. Title Commitment. Within fifteen (15) days after the Effective Date, the Title Company will provide to the Seller and the Buyer a Commitment for Owner's Policy of Title Insurance (the **"Commitment"**), in the amount of the Purchase Price, dated not earlier than the Effective Date, describing the Land, specifying the Buyer or its successor or assignee as the prospective named insured, issued by the Title Company and true, correct and legible copies of any restrictive covenants, easements, ad joiner deeds, tax statements and other items listed as title exceptions therein.

4.2. Existing Lease Documents. The Seller discloses that the Property is subject to a Sign Location Lease (the **"Sign Location Lease"**). The Sign Location Lease is attached hereto as Exhibit C-1. The Buyer is directed to fully investigate the Sign Location Lease to its satisfaction and the Buyer may not and shall not rely on the Seller in connection therewith. If the Buyer is not satisfied with the Sign Location Lease in any way, the Buyer must terminate this Agreement on or prior to the expiration of the Contingency Date or Extended Contingency Date. The election or failure of the Buyer to terminate this Agreement on or prior to the expiration of the Contingency Date or Extended Contingency Date shall be deemed to be express approval of the Sign Location Lease.

4.3. Future Condemnation or Taking. The Seller discloses to the Buyer that an expansion which will cause changes to the intersection of Hwy 29 and Hwy 183, which abut the Property, will be made, and other changes to the intersection will occur (the **"Future Condemnation or Taking"**). **THE BUYER IS DIRECTED TO FULLY INVESTIGATE THE FUTURE CONDEMNATION OR TAKING TO ITS SATISFACTION AND THE BUYER MAY NOT AND SHALL NOT RELY ON THE SELLER IN CONNECTION THEREWITH**. If the Buyer is not satisfied with the Future Condemnation or Taking in any way, the Buyer must terminate this Agreement on or prior to the expiration of the Contingency Date or Extended Contingency Date. The election or failure of the Buyer to terminate this Agreement on or prior to the expiration of the Contingency Date or Extended Contingency Date shall be deemed to be express approval of the Future Condemnation or Taking.

4.4. Survey. The Buyer, at its option, may procure, an ALTA/NSPS Survey to the minimum standards for surveys in the State of Texas, (the **"Survey"**), dated subsequent to the date of this Agreement, in the form acceptable to the Buyer and the Title Company. A copy of the Survey shall be provided to the Seller promptly following receipt by the Buyer. In the event of any discrepancy in the description provided in this Agreement and the description provided with the Survey, following approval by the Seller of the Survey, the description provided with the Survey shall be used in the Deed (as hereinafter defined) in lieu of the description contained in this Agreement. If the Buyer shall fail to procure a Survey of the Real Property, this right shall be waived by the Buyer.

4.5. Objections. The Buyer shall have until fifteen (15) days from the Effective Date (the **"Objection Date"**) within which to approve or disapprove all items contained in the Title Commitment and the Survey, such approvals or disapprovals to be within the Buyer's discretion, except that Buyer shall have no obligation to object to any of Seller's Cure Obligations (defined below). If the Buyer fails to disapprove any such item by written notice to the Seller within such period, the Buyer shall be deemed to have accepted the Title Commitment and the Survey in its then current form, except that the Seller shall satisfy all of Seller's Cure Obligations prior to or at Closing. If the Buyer disapproves any such item by written notice to the Seller during such period, the Buyer may terminate this Agreement, unless the Seller cures such objection to the satisfaction of the Buyer within ten (10) days from the date of such objection (the **"Cure Period"**). The Seller shall have the right, but not the obligation to cure any such objection; provided, however, the Seller shall be required to cure any and all voluntarily created lien claims, or judgments not caused or permitted as a result of Buyer's Inspection (defined below) or by others that secure and/or may be released by payment of a liquidated sum, any items listed on Schedule C of the Commitment to be satisfied by the Seller and not by others, any of those objections that Seller has agreed to cure by delivering written notice thereof to the Buyer (collectively, **"Seller's Cure Obligations"**). In the event the Seller shall fail or refuse to cure any objection within the Cure Period, the Buyer may either (i) waive such objection, or (ii) terminate this Agreement as its sole and exclusive remedies. If the Buyer shall fail to elect under subparagraph (i) and (ii) above on or before the Contingency Date, then on the Contingency Date, if the Buyer shall not terminate this Agreement, the Buyer shall be deemed to have approved the Commitment and the Survey without objection and elected under subparagraph (i) above. The title exceptions to be listed in Schedule B of the Commitment, if and when approved by the Buyer or deemed to be approved pursuant to this Section are hereinafter called the **"Permitted Exceptions**."

4.6. Contingency Date.

(a) The Buyer shall have the right to procure such inspections, studies, tests and reports on the Property, the feasibility of the Property for the Buyer's intended use, and such other matters as the Buyer, in its discretion, may determine (collectively, the **"Buyer's Inspection"**). The Buyer and its designated agents, employees and independent contractors shall have the right to enter upon the Property to facilitate the Buyer's Inspection and to perform such inspections, studies, and tests as the Buyer may deem fit, but not invasive testing, except as provided below. **NO INVASIVE TESTING, INCLUDING ANY DRILLING, BORINGS OR OTHER SIMILAR TYPES OF INTRUSIVE TESTING SHALL BE PERMITTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER.** If the Buyer shall request the consent of the Seller to form any invasive testing, the Buyer shall provide such request in writing to the Seller, accompanied by evidence, if any, that the invasive testing is a recommendation of a Phase I Environmental Site Assessment. If approved by the Seller, the Seller will provide a right of entry agreement in form approved by the Seller and the Buyer shall comply with all terms and conditions thereof. The Buyer shall assure and provide evidence to the Seller that each party providing the Buyer's Inspection carries general liability insurance of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) general aggregate, ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence. The Buyer shall restore the Property to substantially the same condition as it was in prior to any Buyer's Inspections. TO THE EXTENT ALLOWED BY LAW, THE BUYER SHALL INDEMNIFY AND HOLD THE SELLER HARMLESS FROM AND AGAINST ANY LOSS, COST, DAMAGE OR EXPENSE TO PERSONAL PROPERTY SUFFERED BY THE SELLER AS A RESULT OF THE ENTRY ON THE PROPERTY BY THE BUYER OR ITS AGENTS, EMPLOYEES, AND/OR INDEPENDENT CONTRACTORS.

(b) On or before fifteen (15) days after the Effective Date (the **"Contingency Date"**), the Buyer may notify the Seller, in writing that the Buyer's Inspection is not satisfactory to the Buyer in its discretion and for any reason or no reason at all, and may terminate this Agreement without penalty or expense. If the Buyer shall terminate this Agreement, the Earnest Money, less the sum of ONE HUNDRED AND NO/100 DOLLARS ($100.00) shall be at once returned to the

Buyer. If the Buyer shall not notify the Seller, in writing that the Buyer has elected to terminate or extend this Agreement on or before the expiration of the Initial Contingency Date, the Buyer shall be deemed to have approved the Property for all purposes, and to have unconditionally waived the right to terminate hereunder. If the Buyer shall not elect to terminate this Agreement on or before the Contingency Date, or extend the Initial Contingency Date as set forth below, then the Earnest Money, and all interest thereon shall be "at risk" and non-refundable for any purpose other than as set forth herein and shall be paid to the Seller if the Buyer shall fail to timely close this transaction. The Buyer agrees that, unless required to do so by law or regulation, the results of the Buyer's Inspection will be held confidential and not revealed by the Buyer other than to its agents, representatives, employees, assigns, attorneys, consultants, and other business professionals assisting the Buyer, engineers, inspectors, and prospective and actual tenants, lenders and investors in connection with the purchase of the Property, and to city, county and state officials in connection with entitlements (but not to any tax authority, tax assessor or collector, or appraisal district), and otherwise required by applicable law or compelled by court order.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1. **<u>Representations and Warranties</u>.** The Seller represents and warrants to the Buyer as follows as of the Effective Date and hereby reaffirms and restates the same as of the Closing Date:

(a) The Seller has the right, power and authority to enter into this Agreement and to perform this Agreement.

(b) The execution of this Agreement, the consummation of the transactions herein contemplated and the performance and observance of the obligations of the Seller hereunder and under any and all other agreements and instruments herein mentioned to which the Seller is a party will not conflict with or result in the breach of any law or regulation, order, writ, injunction or decree of any court or governmental instrumentality or of any agreement or instrument to which the Seller is now a party or to which it is subject, or constitute a default thereunder, and does not require the Seller to obtain any consents or approvals from, or the taking of any other actions with respect to any third parties.

(c) The Seller is not insolvent or bankrupt and the Seller has not commenced (within the meaning of any federal or state bankruptcy law) a voluntary case, consented to the entry of an order for relief against it in an involuntary case, or consented to the appointment of a custodian of it or for all or any substantial part of its property, nor has a court of competent jurisdiction entered an order or decree under any federal or state bankruptcy law that is for relief against the Seller in an involuntary case or appointed a custodian of the Seller for all or any substantial part of its property.

(d) EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE DEED, THE BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS

OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT THE SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY, OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY (i) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, 42 U.S.C.A. 9601 ET. SEQ., (ii) THE RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED BY THE HAZARDOUS AND SOLID WASTE AMENDMENT OF 1984, 42 U.S.C.A. 6901 ET. SEQ., (iii) THE CLEAN AIR ACT, 42 U.S.C.A. 7401 ET. SEQ., (iv) THE CLEAN WATER ACT OF 1977, 33 U.S.C.A. 1251 ET. SEQ., (v) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C.A. 2601 ET. SEQ., (vi) THE SAFE DRINKING WATER ACT, 42 U.S.C. 300(f) ET. SEQ., (vii) THE REFUSE ACT, 33 U.S.C. 407 ET. SEQ., (viii) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH AND SAFETY CODE, §361.001 ET. SEQ., (ix) THE TEXAS CLEAN AIR ACT, TEX. HEALTH AND SAFETY CODE, §382.001 ET. SEQ., (x) THE REGULATIONS PROMULGATED PURSUANT TO THE AFORESAID LAWS, OR ANY OF THEM, AND (xi) ALL OTHER FEDERAL, STATE OR LOCAL LAWS, ORDINANCES, ORDERS, RULES OR REGULATIONS, NOW OR HEREAFTER EXISTING, THAT DIRECTLY AND/OR INDIRECTLY RELATE TO AIR POLLUTION, WATER POLLUTION, NOISE CONTROL, AND/OR THE PRESENCE, STORAGE, ESCAPE, SEEPAGE, LEAKAGE, EMISSION, RELEASE, USE, SPILLAGE, GENERATION, TRANSPORTATION, HANDLING, DISCHARGE, DISPOSAL, OR RECOVERY OF ON-SITE OR OFF-SITE HAZARDOUS OR TOXIC SUBSTANCES, WASTES OR MATERIALS AND/OR UNDERGROUND STORAGE TANKS, AND AS EACH AND ANY OF THE FOREGOING LAWS, ORDINANCES, ORDERS, RULES OR REGULATIONS MAY BE AMENDED OR ENACTED FROM TIME TO TIME. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE BUYER HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND THE BUYER IS RELYING SOLELY UPON ITS OWN INVESTIGATION OR THE INVESTIGATIONS OF ITS CONSULTANTS AND EXPERTS OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE SELLER OR ON ITS BEHALF. THE BUYER FURTHER AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE AND CONVEYANCE OF THE PROPERTY IS MADE "AS IS, WHERE IS AND SUBJECT TO ALL FAULT, WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED EXCEPT FOR THE WARRANTY OF TITLE IN

THE DEED." A short form of the language set forth above shall be included in the Deed. However, the inclusion of such sentence shall not limit or modify the provisions above which shall survive the Closing and shall not merge into the Deed.

6. CLOSING

6.1. Closing. The Closing (**"Closing"**) shall be held at the office of the Title Company, thirty (30) days following the Contingency Date (the **"Closing Date"**).

6.2. The Seller's Obligations at Closing. At Closing, the Seller shall deliver to the Title Company for recordation or delivery to the Buyer, the following:

(a) Deed. A Special Warranty Deed (the **"Deed"**) executed by the Seller conveying the Property to the Buyer, subject only to the Permitted Exceptions and the Declaration described below. The Deed shall be in substantially the form attached on Exhibit B, and made a part hereof for all purposes.

(b) Assignment and Assumption of Sign Location Lease. An Assignment and Assumption of Sign Location Lease (the **"Assignment"**) executed by the Seller assigning the Sign Location Lease more particularly described and attached on Exhibit C-1 and depicted on Exhibit C-2. The Assignment shall be substantially in the form attached hereto as Exhibit C-3 and made a part hereof for all purposes.

(c) Declaration of Restrictions. A Declaration of Restrictions (the **"Declaration"**) in substantially the form attached hereto as Exhibit D and made a part hereof for all purposes.

(d) Foreign Person. An affidavit of the Seller certifying that the Seller is not a "foreign person", as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(e) Owner's Affidavit. An Affidavit of Debts, Liens and Parties in Possession (the "**Owner's Affidavit**"), dated effective as of the Closing Date, executed by or on behalf of the Seller, and delivered to the Title Company and the Buyer, in a form reasonably acceptable to the Title Company to delete the standard exceptions which would otherwise appear in the Texas form of Owner's Policy relating to unrecorded debts, liens and parties in possession which do not appear of record with respect to the Property.

(f) Title Policy. Payment to the Title Company of the basic title insurance premium for a Texas form Owner Policy of Title Insurance (the **"Owner's Policy"**), effective as of the Closing Date, issued by the Title Company to the Buyer in strict accordance with this Agreement in the full amount of the Purchase Price, wherein the Title Company shall insure that good and indefeasible title to the Property is vested in the Buyer, with no exceptions to title other than the Permitted Exceptions and the standard printed exceptions, the Permitted Exceptions and the Declaration.

(g) Other Matters. Such other matters as may be required herein, including evidence reasonably acceptable to the Title Company, authorizing the consummation by the Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of the Seller.

6.3. **<u>The Buyer's Obligation at Closing</u>.** At Closing, the Buyer shall deliver to the Title Company for payment or delivery to the Seller, the following:

(a) **<u>Purchase Price</u>.** The Purchase Price, reduced by any Earnest Money and any other prorations set forth herein, by wire transfer of good funds.

(b) **<u>Declaration of Restrictions</u>.** The Declaration.

(c) **<u>Title Policy Endorsements and Deletions</u>.** Payment to the Title Company of deletions and endorsements to the Owner's Policy, if any.

(c) **<u>Other Matters</u>.** Such other matters as may be required herein, including evidence reasonably acceptable to the Title Company, authorizing the consummation by Buyer of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Buyer.

6.4. **<u>Proration</u>.** Ad valorem taxes, rental, utilities, and all other sums customarily prorated in closing of similar properties in the County where the Property is located shall be prorated as of 12:00 AM (midnight) on the Closing Date. Ad valorem taxes relating to the Property for the calendar year in which the Closing shall occur, shall be prorated based upon the best available estimates of the amount of taxes that will be due and payable in the amount of the Seller's pro rata portion of such taxes and assessments through the Closing Date, and shall be adjusted in cash at the Closing and deducted and collected from the Purchase Price by the Title Company and submitted to the appropriate tax collection agency.

If applicable, the following notice is given to the Buyer as required by Section 5.010 of the Texas Property Code:

> **If for the current ad valorem tax year, the taxable value of the land that is the subject of this Agreement is determined by special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax, plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.**

6.5. **<u>Possession</u>.** Possession of the Property shall be delivered to the Buyer at Closing, subject only to the Permitted Exceptions and the Declaration.

6.6. **<u>Closing Costs</u>.** Except as otherwise expressly provided herein, the Seller shall pay, on the Closing Date, the basic premium for the Owner's Policy, one-half of any escrow fees, one-half of any recording and filing fees for the Deed, all recording costs for any title curative document, and other customary charges of the Title Company and the legal fees of the Seller's counsel in negotiating, preparing and closing this transaction. The Buyer shall pay, on the Closing Date, the cost of any deletion, endorsement, or other such charges related to the Owner's Policy, if any, which may be required by the Buyer, the cost of the Survey, if any, one-half of any recording and filing fees for the Deed, one-half of any escrow fees and other customary charges of the Title

Company and the legal fees of the Buyer's counsel in negotiating, preparing and closing this transaction.

7. RISK OF LOSS

7.1. Condemnation. If, prior to the Closing, action is initiated or threatened to take any of the Property by eminent domain proceedings or by deed in lieu thereof, including, if applicable the Future Condemnation or Taking, the following shall apply:

(a) The Buyer acknowledges the Future Condemnation or Taking.

(b) The Buyer may terminate this Agreement at any time prior to the expiration of the Contingency Date if the Future Condemnation or Taking is not acceptable to the Buyer. The election or failure of the Buyer to terminate this Agreement on or prior to the expiration of the Contingency Date shall be deemed to be express approval of the action and the election of the Buyer under (b) below.

(b) If Buyer does not elect to terminate this Agreement on or before the expiration of the Contingency Date as expressly set forth herein, the award of the condemning authority, if any, shall be assigned to the Buyer at the Closing.

8. DEFAULT

8.1. Breach by the Seller. If the Seller breaches this Agreement, the Buyer, as its sole and exclusive remedies, may (a) terminate this Agreement and thereupon shall be entitled to the immediate return of the Earnest Money, or (b) enforce specific performance of this Agreement, unless the Buyer is deprived of the remedy of specific performance by the act or action of the Seller conveying the Property to a third party in breach of this Agreement, in which case the Buyer shall have the right to pursue Buyer's other rights and remedies at law or in equity. Notwithstanding anything to the contrary, if the Buyer has not filed suit for specific performance within ninety (90) days after the Closing Date, the Buyer shall be deemed to have waived such right and have elected to terminate the Agreement as provided above.

8.2. Breach by the Buyer. If the Buyer breaches this Agreement, the Seller, as its sole and exclusive remedy shall be entitled to the Earnest Money, together with all interest accrued thereon, as liquidated damages (and not as a penalty). The Seller and the Buyer have made this provision for liquidated damages because it would be difficult to calculate on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to the Seller.

8.3. Delivery of Funds. If either party is entitled to the Earnest Money, under any provision of this Agreement, the other party agrees to deliver, upon written request of the party entitled to the Earnest Money, any instructions that may be reasonably necessary to cause the Title Company to deliver such items held by the Title Company.

9. MISCELLANEOUS

9.1. Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below or, whether actually received or not, upon the third (3rd) day after deposit in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as set forth on the Signature Pages attached hereto and made a part hereof for all purposes, or such other place as the Seller or the Buyer, respectively, may from time to time designate by written notice to the other, or if sent via e-mail.

For the Seller: CVS PHARMACY, INC.
Property No. 4252-01
Attention: Rachel Kurlantzick
One CVS Drive
Mail Code 1160
Woonsocket, Rhode Island 02895
E-Mail: Rachel.Kurlantzick@CVSHealth.com

With copy to: CVS PHARMACY, INC.
Property No. 4252-01
Attention: Jonathan Shumrak
One CVS Drive
Mail Code 1160
Woonsocket, Rhode Island 02895
E-Mail: Jonathan.shumrak@cvshealth.com

With copy to: MARTIN & DROUGHT, P.C.
Attention: S. Carl Friedsam, Esq. and
Kasey Niederhofer
112 East Pecan Street
Weston Centre, Suite 1616
San Antonio, Texas 78205
E-Mail: scfriedsam@mdtlaw.com
E-Mail: kniederhofer@mdtlaw.com

For the Buyer: WILLIAMSON COUNTY TEXAS
1848 Texas Trail
Georgetown, Texas 78626
Attention: Steve Snell, County Judge
E-Mail: steve.snell@wilcotx.gov

With copy to: SHEETS, CHILDS & SANDRE, PLLC
Attention: Don Childs
309 E. Main Street
Round Rock, Texas 78664
E-Mail: don@scrrlaw.com

9.2. <u>Real Estate Commissions</u>. Neither the Seller nor the Buyer has contacted any real estate broker, finder or similar person in connection with the transaction contemplated hereby except as provided below. The Seller has agreed to pay a real estate commission to Seller's Management Broker: CUSHMAN & WAKEFIELD, Kevin Cote, 201 N. Franklin Street, Suite 3300, Tampa, Florida 33602, Email: kevin.cote@cushwake.com, to Seller's Listing Broker: CUSHMAN & WAKEFIELD U.S., INC., Joe Brockman, 405 Colorado Street, Suite 2300, Austin, Texas 78701, Email: joe.brockman@cushwake.com (the **"Brokers"**), if, as and when this transaction shall close, each by separate written agreement. The Buyer represents to the Seller that the Buyer is not represented by a broker or other person entitled to claim a real estate commission. To the knowledge of the Seller and the Buyer, no real estate commissions or fees have been paid or are due and owing to any other person or entity in connection with this transaction other than to the Brokers as provided above. The Seller and the Buyer each hereby agree to indemnify and hold harmless the other from and against any and all claims for real estate commissions, fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section. The following disclosure is provided in accordance with applicable law. The Buyer should have an abstract covering the Property examined by an attorney of the Buyer's selection or the Buyer should be furnished with or obtain a title policy.

9.3. **Entire Agreement.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

9.4. **Survival.** The representations and warranties contained herein shall survive the Closing of this transaction for a period of one (1) year and shall not be merged into the Deed to be delivered at Closing.

9.5. **Amendment.** This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

9.6. **Captions.** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify or otherwise modify the provisions of this Agreement.

9.7. **Time of Essence.** Time is of the essence of this Agreement. However, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States, the State of Texas or Missouri, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

9.8. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas and the laws of the United States pertaining to transactions in Texas, and shall be performable in Williamson County, Texas.

9.9. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

9.10. **Assignment.** This Agreement may be assigned only with the consent of the Seller. Notwithstanding the above, the Buyer may assign in its sole discretion this Agreement to an entity in which the Buyer is a subsidiary, affiliate or related entity, upon prior written notice from the Buyer to the Seller fully disclosing such information. Any assignment must be provided to the Seller at least five (5) business days prior to Closing.

9.11. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such Provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.12. Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys' fees incurred in such suit.

9.13. Confidentiality. Other than as may be required by any statutory provisions for open meetings or other public information request disclosure, the Buyer agrees to keep all information relating to the negotiations of this Agreement in strict confidence and to guard its accessibility to others within its control, or subject to its direction.

9.14. Cooperation. The parties shall cooperate with one another, execute such additional documents as are necessary and reasonable to consummate the transaction set forth herein, any assemblage, the determination of the feasibility of the Property, for the Buyer's intended use, and take such other necessary and reasonable actions as may be required to facilitate the Closing and assist the Buyer.

9.15. Multiple Counterparts; Facsimile or Electronic Signatures. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Facsimile, electronic and similar signatures shall be deemed to be originals for all purposes.

9.16. Date of This Agreement. Upon receipt of such executed Agreement, the Title Company is directed to acknowledge the receipt of same in the place provided and deliver an original to the Seller and to the Buyer. As used in this Agreement, the terms "date of this Agreement" or "date hereof" shall mean and refer to the date of execution of this Agreement by the Title Company (the **"Effective Date"**). The Title Company shall give notice to the Seller and the Buyer of receipt of the Earnest Money promptly upon its receipt of such Earnest Money.

9.17. Exhibits. Any exhibits attached to this Agreement are incorporated into this Agreement and made a part hereof.

9.18. Notice to the Seller and the Buyer. If the Property is situated in a utility or statutorily created district providing water, sewer, drainage or flood control facilities and services, or if the Property is located in a certificated service area of a utility service provider, or a Texas Agricultural Development District, Texas law requires the Seller to deliver and the Buyer to sign statutory notices relating thereto. Accordingly, in such event, the parties agree to execute notices in the form required by applicable law, contemporaneously with the Closing.

9.19. Waiver of DTPA. The Buyer acknowledges and agrees, on its own behalf and on behalf of any permitted successors or assigns of the Buyer that the Texas Deceptive Trade Practices-Consumer Protection Act, Subchapter E of Chapter 17 of the Texas Business and Commerce Code (the **"DTPA"**), is not applicable to this transaction. Accordingly, The Buyer's rights and remedies with respect to the transaction contemplated under this Agreement, and with respect to all acts or practices of the Seller, past, present or future, in connection with such transaction, shall be governed by legal principles other than the DTPA. The provisions of this Paragraph shall survive the termination or the Closing of this transaction.

9.20. Waiver of Jury Trial. THE BUYER AND THE SELLER EACH ACKNOWLEDGE AND AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT

BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE BUYER AND THE SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. THE SELLER OR THE BUYER, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE BUYER OR THE SELLER, AS APPLICABLE.

EXECUTED on the dates set forth below.

[The balance of this page is intentionally left blank.
Signatures appear on the Signature Pages attached hereto and made a part hereof.]

SIGNATURE PAGE
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

SELLER:

CVS PHARMACY, INC.,
a Rhode Island corporation,

By: Jonathan Shumrak
Jonathan Shumrak (Aug 31, 2026 15:01:19 CDT)
Type or
Print Name: Jonathan B. Shumrak
Title: Assistant Secretary

LEGAL APPROVAL:
MARTIN & DROUGHT, P.C.

SIGNATURE PAGE
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

BUYER:

WILLIAMSON COUNTY TEXAS,
a political subdivision of the State of Texas

By: ____________________________________
Steve Snell, County Judge

SIGNATURE PAGE
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

INITIAL RECEIPT

The undersigned Title Company hereby acknowledges receipt of this Agreement.

TITLE COMPANY:

CHICAGO TITLE INSURANCE COMPANY

By: ___________________________________
Type or
Print Name: _____________________________
Title: ___________________________________

Date of Execution by Title Company:

________________________, 2026
[the **"Effective Date"**]

SIGNATURE PAGE
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

EARNEST MONEY RECEIPT

The undersigned Title Company hereby acknowledges receipt of the Earnest Money and agrees to hold and dispose of the Earnest Money deliverable hereunder in accordance with the provisions of this Agreement.

TITLE COMPANY:

CHICAGO TITLE INSURANCE COMPANY

By: ____________________________________
Type or
Print Name: ______________________________
Title: ____________________________________

Date of receipt by the Title Company

________________________, 2026

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

THE PROPERTY

Property ID: R493477
Account: R-15-2804-000A-0001

Property ID: R493478
Account: R-15-2804-000A-0001A

Being the property conveyed to the Seller under deeds recorded under Instrument Nos. 2007097183 and 2007097184, Williamson County, Texas.

TRACT 1:

BEING a 1.46 acre tract of land situated in the JOHN B. ROBINSON SURVEY, ABSTRACT NUMBER 521, in Williamson County, Texas, being a portion of Lot 1, Block A of The Liberty Crossings 183 Subdivision as recorded in Cabinet EE Slide 32 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), AND UNDER DOCUMENT NO. 2007096122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (o.p.r.w.c.t.), and being all of that call 1.468 acre tract as described in a Deed to Donn Subocz and wife, Myra Subocz, recorded in Volume 2134, Page 351, Deed Records of Williamson County, Texas, said 1.46 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8-inch iron rod found on the east right of way line of U.S. Highway 183, being common with the west line of the said Lot 1, Block A, said iron rod being the southwest corner of the said 1.468 acre tract and the northwest corner of that 0.75 acre tract as described in a Deed to David Anthony Spinner and wife, Edna L. Spinner, recorded in Volume 1931, Page 761, Official Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, with the said east right of way line of U.S. Highway 183, common with the west line and the north line of the said Lot 1 Block A the following two (2) courses:

1. N 21 deg. 03 min. 15 sec. W, passing at a distance of 46.30 feet and to the left 0.49 feet a TxDot Type I monument found, in all a total distance of 71.01 feet to a 1/2-inch iron rod set with cap stamped Carter Burgess, on the arc of a curve to the right, being the northwest corner of said 1.468 acre tract, for the northwest corner of the herein described tract;

2. a distance of 408.72 feet along the arc of said curve to the right, having a central angle of 108 deg. 55 min. 16 sec, a radius of 215.00 feet and a chord bearing N 51 deg. 05 min. 38 sec. E, a distance of 349.90 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 1 Block A, and being an exterior ell corner of that 6.536 acre tract as described in a Deed to John Starr Niendorff, recorded in Document No. 9738113, Official Records of Williamson County, Texas, and also being the south right of way line of State Highway 29, for the northeast corner of the herein described tract;

THENCE, leaving the said south right of way line of State Highway 29, with the east line of said Lot 1 Block A, common with a west line of said 6.536 acre tract, S 21 deg. 13 min. 35 sec. E, a distance of 176.83 feet to a 3/8-inch iron rod found at the southeast corner of said 1.468 acre tract, being the northeast corner of said 0.75 acre tract, for the southeast corner of the herein described tract;

THENCE, with the south line of said 1.468 acre tract, common with the north line of said 0.75 acre tract, S 68 deg. 41 min. 54 sec. W, a distance of 333.59 feet to the POINT OF BEGINNING and containing 1.46 acres of land.

TRACT 2:

BEING a 0.75 acre tract of land situated in the JOHN B. ROBINSON SURVEY, ABSTRACT NUMBER 521 in Williamson County, Texas, being a portion of Lot 1 Block A of the Liberty Crossings 183 Subdivision recorded in Cabinet EE Slide 32 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), and under Document No. 2007096122 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T. and being all of that call 0.75 acre tract as described in a Deed to David Anthony Apinner and wife, Edna L. Spinner, recorded in Volume 1931, Page 761, Deed Records of Williamson County, Texas, said 0.75 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8-inch iron rod found on the east right of way line of U.S. Highway 183 being common with the west line of the said Lot 1 Block A, and being the northwest corner of the said 0.75 acre tract, and the southwest corner of that 1.468 acre tract as described in a Deed to Donn Subocz and wife, Myra Subocz, recorded in Volume 2134, Page 351, Deed Records of Williamson County, Texas, for the northwest corner of the herein described tract;

THENCE, with the north line of said 0.75 acre tract, common with the south line of said 1.468 acre tract, N 68 deg. 41 min. 54 sec. E, a distance of 333.59 feet to a 3/8-inch iron rod found at the northeast corner of said 0.75 acre tract, being the southeast corner of said 1.468 acre tract, and also being a west line of that 6.536 acre tract as described in a deed to John Starr Niendorff, recorded in Document No. 9738113, Official Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, with the east line of said 0.75 acre tract, common with a west line of said 6.536 acre tract, S 21 deg. 16 min. 20 sec. E, a distance of 120.99 feet to a 1/2-inch iron rod set with cap stamped Carter Burgess at the southeast corner of said 0.75 acre tract, of Lot 1 Block A, and being an interior ell corner of said 6.536 acre tract, for the southeast corner of the herein described tract;

THENCE, with the south line of said 0.75 acre tract, of Lot 1 Block A common with a north line of said 6.536 acre tract, S 76 deg. 32 min. 31 sec. W, a distance of 337.00 feet to a 1/2-inch iron rod set with cap stamped Carter Burgess, at the southwest corner of said 0.75 acre tract, of Lot 1 Block A, and being an exterior ell corner of said 6.536 acre tract, and also being the said east right of way line of U.S. Highway 183, for the southwest corner of the herein described tract;

THENCE, with the said east right of way line of U.S. Highway 183, common with the west line of said 0.75 acre tract and of Lot 1 Block A, N 21 deg. 03 min. 15 sec. W, a distance of 75.00 feet to the POINT OF BEGINNING and containing 0.75 acres of land.

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

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

SPECIAL WARRANTY DEED

Grantor: CVS PHARMACY, INC., a Rhode Island corporation

Grantor's Mailing Address: CVS PHARMACY, INC.,
a Rhode Island corporation
Property No. 4252-01
Attention: Rachel Kurlantzick, Senior Legal Counsel
One CVS Drive
Mail Code 1160
Woonsocket, Rhode Island 02895

Grantee: WILLIAMSON COUNTY TEXAS,
a political subdivision of the State of Texas

Grantee's Mailing Address: Williamson County, Texas
Attn: County Auditor
1848 Texas Trail
Georgetown, Texas 78626

Grantee's Authority:

[to be inserted]

Consideration:

TEN AND NO/100 DOLLARS and other valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

The real property more particularly described in Exhibit A - Property attached hereto and made a part hereof for all purposes (the "**Land**"), together with (i) all buildings and improvements (collectively, the "**Improvements**") located on, in or under the Land, if any; (ii) all of Grantor's rights, titles and interest in any land lying in or under the bed of any highway, avenue, street, road, alley, sidewalk, or right-of-way, open or proposed, in, on, across, above, over, abutting or adjacent to Land, if any; (iii) all of Grantor's rights, titles and interest in and to any strips, gaps or gores of real estate abutting or adjoining the Land, if any; (iv) all of Grantor's rights, titles and interest in any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and hereditaments appurtenant to the Land and the Improvements, if any; (v) all of Grantor's rights, titles and interest in any riparian and other water rights, titles and interests, if any; (vi) all of Grantor's rights, titles and interest in any and all present and reversionary mineral rights and interests of Grantor relating to the Land, or any portion thereof, if any; and (vii) all of Grantor's rights, titles, interests, in any powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing

Reservations from and Exceptions to Conveyance and Warranty:

The exceptions more particularly set forth in Exhibit B – Permitted Exceptions attached hereto and made a part hereof for all purposes, but only to the extent the same, in fact, do exist and are applicable to the Property.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

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 successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise,, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

[The balance of this page is intentionally left blank.
Signatures appear on the Signature Pages attached hereto and made a part hereof.]

GRANTOR:

CVS PHARMACY, INC.,
a Rhode Island corporation

By: ____________________________________
Type or
Print Name: _____________________________
Title: __________________________________

THE STATE OF RHODE ISLAND §

COUNTY OF PROVIDENCE §

This instrument was acknowledged before me on the _______ day of _____________, 20__, by __________________, _________________ of CVS PHARMACY, INC., a Rhode Island corporation, in the capacity therein stated and on behalf of said corporation.

____
Notary Public, State of Rhode Island

LEGAL APPROVAL:

S. CARL FRIEDSAM
MARTIN & DROUGHT, P.C.

AFTER RECORDING, RETURN TO:
CHICAGO TITLE INSURANCE COMPANY
300 Welsh Road
Bldg 1, Suite 100
Horsham, Pennsylvania 19044
Attn: Jon R. Gundling, Esq.

EXHIBIT A
To Special Warranty Deed - Property

[*To be attached from the Commitment for Owner's Policy of Title Insurance*]

EXHIBIT B

To Special Warranty Deed - Permitted Exceptions

[*To be attached from the Commitment for Owner's Policy of Title Insurance*]

EXHIBIT C-1
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

SIGN LOCATION LEASE

Sign Location Lease between CVS Pharmacy, Inc., as Lessor and The Lamar Companies, as the Lessee, dated July 22, 2008.

[*See following two (2) pages*]

THE LAMAR COMPANIES

This Instrument Prepared by:
James R. McIlwain
5551 Corporate Boulevard
Baton Rouge, Louisiana 70808

James McIlwain

James R. McIlwain

_____ New
✓ Renewal
_____ Lease # 1125

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 22 day of July, 2008, by and between:

CVS PHARMACY, INC., a Rhode Island corporation

(hereinafter referred to as "LESSOR") and **THE LAMAR COMPANIES** (hereinafter referred to as "LESSEE"), provides

WITNESSETH

"**LESSOR** hereby leases to **LESSEE**, it successors or assigns, the portion of the hereinafter described Property as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections as shown on Exhibit A (the "Premises"), with the right of access to and egress from the sign by **LESSEE's** employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign , including changeable copy faces or electronic faces, as are allowed by local and state law, provided the sign shall have not more then two (2) faces, and to maintain telecommunications devices or other activities necessary or useful in **LESSEE's** use of the sign. LESSOR reserves the right to use the portion of the surface of the Premises under the sign for parking, driveways, walkways and landscaping. Any discrepancies or errors in the location and orientation of the sign are deemed waived by **LESSOR** upon **LESSSOR's** acceptance of the first rental payment due after the construction of the sign."

The Premises are a portion of the property located in the County of Williamson, State of Texas (the "Property"), more particularly described as:

The southwest corner of 0.75 acre out of the John B. Robinson Survey, Abstract 521, recorded in Vol. 1846, Page 756, Williamson County Records, aka 131 Highway 183 South, Liberty Hill, Texas 78647, on the east side of U.S. 183, south of S.H. 29 at Seward Junction, Texas.

1. This lease shall be for a term of twenty (20) years commencing on August 1, 2008 ("commencement date").

2. **LESSEE** shall pay to **LESSOR** an annual rental of **Six Thousand Dollars ($6,000.00)**, for years 1-5, an annual rental of **Seven Thousand Dollars ($7,000.00)**, for years 6-10, an annual rental of **Eight Thousand Dollars ($8,000.00)**, for years 11-15, and an annual rental of **Nine Thousand Dollars ($9,000.00)**, for years 16-20, payable annually in advance, with the first installment due on the commencement date. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by **LESSOR**, whether or not actually received by **LESSOR**. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.

3. **LESSOR** subject to Section 13 hereof and the other provisions hereof, may erect and maintain such signs, advertisements, pylon signs and monument sighs as are allowed by applicable law on the Premises .

4. **LESSEE** may terminate this lease upon giving thirty (30) days written notice in the event that LESSEE is unable to sell advertising on either face of the sign due to any obstruction, or if Lessee is prevented from constructing or maintaining a sign at the Premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action. In the event of termination of this Lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the Premises by the **LESSEE** or its predecessor shall remain the property of **LESSEE** and shall remain on the Premises at the sole risk of Lessee and may be removed by **LESSEE** at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, **LESSEE** agrees to restore the surface of the Premises to its original condition. The **LESSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LESSEE's** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the Premises shall be the property of **LESSEE**.

6. **LESSOR** represents that it is the owner or lessee under written lease of the Property and has the right to make this agreement and to grant **LESSEE** free access to the Premises to perform all acts necessary to carry on **LESSEE's** business activities related to the sign. **LESSOR** is not aware of any rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the Premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. Lessee shall be responsible for conducting a title search of the Property and takes its leasehold interest subject to any and all matters of record. **LESSOR** acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of **LESSEE**.

7. In the event of any change of ownership of the Property, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the Premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on Property adjoining the condemned property or the relocated highway at a location approved by Lessor. Any condemnation award for **LESSEE's** property shall accrue to **LESSEE**. Any condemnation award for **LESSOR's** property shall accrue to **LESSOR. Provided any condemnation award made to Lessee shall not diminish the amount of any condemnation award made to Lessor in any way .,**

9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE's** sign during the term of this lease and to repair any damage to the Premises or property at the Premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear. Lessee shall carry liability insurance in an amount of not less then $2 million with respect to its operations on the Premises and the Property, which shall name Lessor, and any owner and Mortgagee of the Property as additional insureds. Lessee shall provide Lessor with a certificate evidencing such insurance upon the commencement date and annually thereafter.

10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.

11. If required by **LESSEE, LESSOR** will execute and acknowledge a memorandum of Lease suitable for recordation.

12. .This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

13. Lessee shall not lease any space on the sign to any competitor of Lessor or any other business operating on the Property, to any drug store or pharmacy or to any operator of a prescription business or allow any such space to be used for such purposes during the term of this Lease..

THE LAMAR COMPANIES, LESSEE:

BY: ______________________

Alan Reeder
VICE-PRESIDENT/GENERAL MANAGER

DATE: 5/6/08

Address of LESSEE:

7020 U.S. Hwy. 290 East
Austin, TX 78723
512/451-1945
800/542-4599
Fax 512/451-6645

LESSOR:

CVS PHARMACY, INC.

BY: ______________________
Reg VP Real Es

DATE: 7/22/08

401-770-5854
LESSOR's TELEPHONE NUMBER

05-0340626
LESSOR's FEID NUMBER

Address of LESSOR:
c/o Property Administration #4252
1 CVS Drive
Woonsocket, RI 02895

EXHIBIT C-2
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

DEPICTION OF SIGN LOCATION LEASE

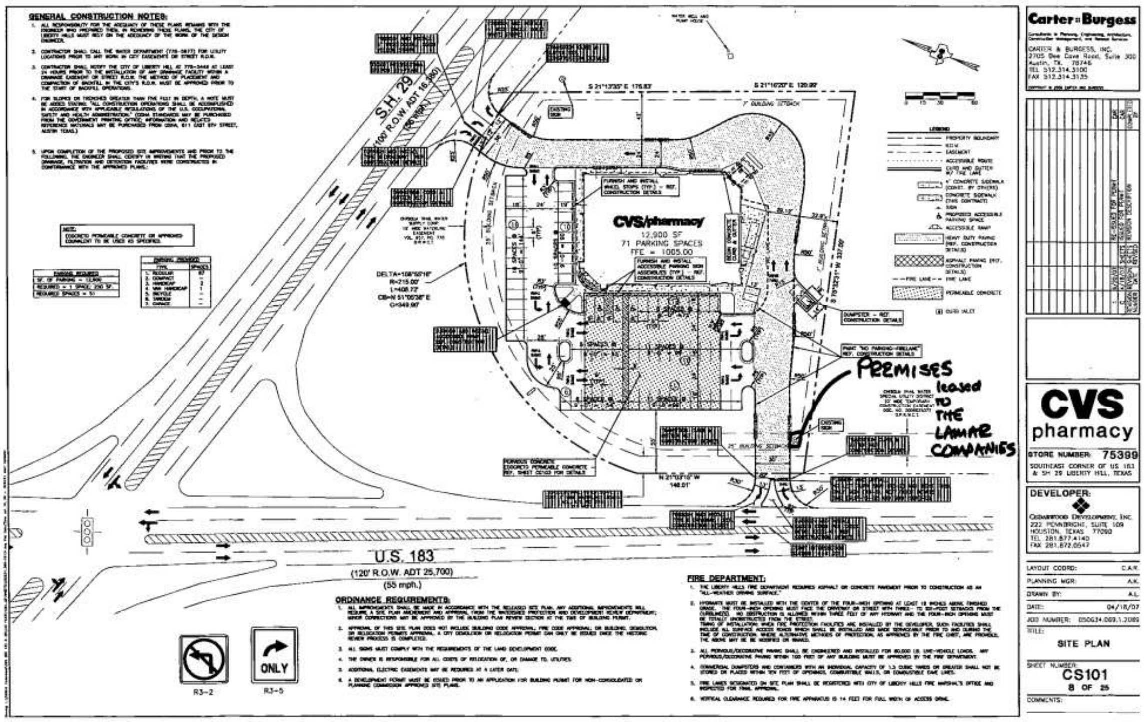

EXHIBIT C-3
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

ASSIGNMENT AND ASSUMPTION OF SIGN LOCATION LEASE

Effective Date: _______________, 20__

Assignor: CVS PHARMACY, INC., a Rhode Island corporation

Assignor's Mailing Address: CVS PHARMACY, INC.,
a Rhode Island corporation
Property No. 4252-01
Attention: Rachel Kurlantzick, Senior Legal Counsel
One CVS Drive
Mail Code 1160
Woonsocket, Rhode Island 02895

Assignee: WILLIAMSON COUNTY TEXAS,
a political subdivision of the State of Texas

Assignee's Mailing Address: Williamson County, Texas
Attn: County Auditor
1848 Texas Trail
Georgetown, Texas 78626

Consideration: TEN AND NO/100 DOLLARS and other valuable consideration

Sign Location Lease: The Sign Location Lease more particularly described in Exhibit A.

Consideration: TEN AND NO/100 DOLLARS and other valuable consideration.

Agreements:

Assignor assigns to Assignee all of Assignor's right, title, and interest in and to the Sign Location Lease.

Assignor binds Assignor and Assignor's successors and assigns to warrant and forever defend all and singular the Sign Location Lease to Assignee and Assignee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Assignor but not otherwise.

Assignor shall indemnify and hold harmless Assignee from all liabilities, obligations, claims, causes of action, costs, losses, damages, expenses, and reasonable attorneys' fees arising as a result of any act, omission or obligation of Assignor, as the Landlord under the Sign Location Lease, which arose or accrued with respect to the Sign Location Lease prior to the Effective Date.

Assignee shall indemnify and hold harmless Assignor from all liabilities, obligations, claims, causes of action, costs, losses, damages, expenses, and reasonable attorneys' fees arising as a result of any act, omission or obligation of Assignor, as the Landlord under the Sign Location Lease, which arose or accrued with respect to the Sign Location Lease from and after the Effective Date.

Assignee assumes and promises to perform the Sign Location Lease in accordance with its terms.

When the context requires, singular nouns and pronouns include the plural.

[The balance of this page intentionally left blank.
Signatures appear on the following pages.]

SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION OF SIGN LOCATION LEASE

ASSIGNOR:

CVS PHARMACY, INC.,
a Rhode Island corporation

By: ___________________________________
Type or
Print Name: ____________________________
Title: _________________________________

SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION OF SIGN LOCATION LEASE

ASSIGNEE:

Williamson County, Texas,
a political subdivision of the State of Texas

By: ________________________________
Steve Snell, County Judge

EXHIBIT A

To Assignment and Assumption of Sign Location Lease– Sign Location Lease

[*To be attached*]

EXHIBIT D
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
CVS PHARMACY, INC., SELLER
AND
WILLIAMSON COUNTY TEXAS, BUYER

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this "Declaration") is made and entered into _______________, 2026 (the "Effective Date"), by and between CVS PHARMACY, INC. ("Grantor"), a Rhode Island corporation and WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Grantee"). (Grantor and Grantee are referred to herein singularly as a "Party" or collectively as the "Parties").

W I T N E S S E T H

WHEREAS, Grantor is the fee simple owner of certain real property more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Property") and Grantor desires to impose certain restrictions to burden the Property for the benefit of Grantor and Grantor Affiliates (as defined herein); and

WHEREAS, Grantor is transferring its fee interest in the Property to Grantee by and through that certain Special Warranty Deed that shall be recorded simultaneously herewith.

NOW, THEREFORE, for the sum of One Hundred Dollars ($100.00) and in consideration of the mutual rights and obligations set forth herein, the parties hereby covenant and agree as follows:

1. Restricted Uses. No part of the Property shall be leased or used for any of the following uses (the "Restricted Uses"): a pharmacy mail order facility, a drug store, a pharmacy prescription department; nor a retail health center.

The term "pharmacy prescription department" shall include the dispensing, distribution or furnishing of prescription drugs by physicians, dentists, other health care practitioners, or a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer, or entities such as clinics, dispensaries, or health maintenance organizations.

A "retail health center" shall include such operations as a CVS "Minute Clinic" or other similar use providing walk-in, non-traumatic medical services, an urgent care and/or primary care medical center or retail health center (similar to a CVS "Minute Clinic") providing immediate (such as urgent or walk-in) or non-traumatic medical services, any of which may include, without limitation, internal medicine, dental services, pharmaceutical services, laboratory services, pharmacy services and/or pharmacy distribution, therapy/rehabilitation, ophthalmology, and such activities as are related thereto.

2. The restrictions set forth in this Declaration shall not apply to any entity owned or operated by, or affiliated with Grantor, CVS Caremark Corporation, CVS Pharmacy, Inc. (each, a "Grantor Affiliate"). The restrictions set forth in this Declaration shall remain in effect until the latter of (a)

the date that Grantor and/or any Grantor Affiliate no longer leases, owns, operates or otherwise uses the Adjacent Property, or (b) ninety-nine (99) years after the date of this Declaration.

3. Miscellaneous.

(a) All covenants and provisions of this Declaration shall run with the land and shall be binding upon Grantee and its heirs, executors, successors-in-title, tenants, and assigns, and all those holding under any of them, and shall be unaffected by any change in the ownership of any property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances. This Declaration shall inure to the benefit of Grantor and all Grantor Affiliates. Any party acquiring any interest in any portion of the Property shall, by virtue of acceptance of such interest, be deemed to have restated, assumed and agreed to be bound by the terms and conditions of this Declaration.

(b) Upon the occurrence of any violation of the covenants or restrictions hereby imposed, Grantor and/or any Grantor Affiliate shall have the right to exercise all legal and equitable remedies available to it hereunder and under the laws of the State of Texas, including without limitation, obtaining temporary restraining orders, injunctions and monetary damages and each of such remedies shall be cumulative with and not exclusive of, any and all others. In the event that Grantor shall prevail in any legal action to enforce this Declaration, Grantee shall reimburse to Grantor all reasonable attorneys' fees and other legal costs incurred in connection therewith.

(c) Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given three (3) days after deposit in the United States mail as certified mail, return receipt requested, first class postage prepaid, or upon deposit with a recognized overnight courier delivery service, postage prepaid, and addressed to the Party being notified at the address listed below or at the address which any Party may designate for itself from time to time hereafter by written notice to the other Parties.

To Grantor: CVS PHARMACY, INC., a Rhode Island corporation
Property No. 4252-01
Attention: Rachel Kurlantzick, Senior Legal Counsel
One CVS Drive
Mail Code 1160
Woonsocket, Rhode Island 02895

To Grantee: WILLIAMSON COUNTY TEXAS, a political subdivision of the State of Texas
Attn: County Auditor
1848 Texas Trail
Georgetown, Texas 78626

(d) In the event any provision or portion of this Declaration is held by final judgment of any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(e) Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the parties. It is understood that the relationship between the Parties is an arm's length one that shall at all times be and remain separate. No Party shall have the right to act for or on behalf of another party, as agent or otherwise, unless expressly authorized to do so by a separate written instrument signed by the party to be charged or bound.

(f) This Declaration is to be governed, construed and enforced in accordance with the laws of the State of Texas and shall be enforceable in the County where the Property is located.

(g) The failure of Grantor to exercise any right or remedy hereunder at any time shall in no way be construed to be a waiver of any such right or remedy or affect Grantor's right to thereafter enforce the same or any other right or remedy as to the same or any other event or condition.

(h) This Declaration may be modified, rescinded or amended, in whole or in part, only by an instrument executed by the then-current owner(s) of the Property and Grantor or a Grantor Affiliate and duly recorded in the Official Public Records of the County where the Property is located.

(i) This Declaration may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one Declaration.

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the Effective Date.

[SIGNATURE PAGES TO FOLLOW]

SIGNATURE PAGE
FOR
DECLARATION OF RESTRICTIVE COVENANTS

GRANTOR:

CVS PHARMACY, INC.,
a Rhode Island corporation,

By: ______________________________
Name: ____________________________
Title: _____________________________

NOTARY ACKNOWLEDGEMENT

STATE OF RHODE ISLAND)

COUNTY OF PROVIDENCE)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ________________, _______________ of CVS Pharmacy, Inc., a Rhode Island corporation, whose name is signed to the foregoing instrument, and who is known to me, acknowledged and personally appeared before me on this day that, being informed of the contents of said instrument, he/she executed the same as his/her free act and deed and as the free act and deed of said __________________, on the day the same bears.

Given under my hand and official seal this the _______ day of ______________, 2026.

My commission expires:

____
Notary Public

SIGNATURE PAGE
FOR
DECLARATION OF RESTRICTIVE COVENANTS

GRANTEE:

WILLIAMSON COUNTY TEXAS,
a political subdivision of the State of Texas

By: ________________________________
Steve Snell, County Judge

STATE OF TEXAS}
COUNTY OF WILLIAMSON } *S.S.*

This instrument was acknowledged before me on ________________________, 2026, by Steve Snell, Williamson County Judge, in the capacity therein stated and on behalf of said __________________.

____
Notary Public, State of Texas

(Notary Seal)

<u>Exhibit A</u>
to
Declaration of Restrictive Covenants

<u>Legal Description of the Property</u>

[*To be attached*]