STATE OF TEXAS §
§
COUNTY OF WEBB §

EXHIBIT A

CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF LAREDO, TEXAS AND CLEAR CHOICE HOSPITAL, LLC.

This Chapter 380 Economic Development AMENDED Grant Agreement (the "Agreement") is made and entered into by and between the **CITY OF LAREDO**, a municipal corporation of the State of Texas, (the "City"), acting by and through its City Manager or his designee and **CLEAR CHOICE HOSPITAL, LLC**, a limited liability company registered to transact business in the State of Texas, (the "Company"), acting by and through its duly authorized officers. The City and the Company may be individually referred to as a "Party" and jointly as the "Parties."

ARTICLE I
RECITALS

The recitals set forth in City Council Resolution **No 2024-R-239** are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
AUTHORITY AND TERM

1. **AUTHORITY**. This Agreement is entered into pursuant to:

   A. Article III, Section 52-a of the Texas Constitution ("Texas Constitution") and Chapter 380 of the Texas Local Government Code; Title 12, Subtitle A.

   B. City Council Resolution **No. 2024-R-239** which specifically and originally approved this Agreement.

2. **TERM**. This Amended Agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date all obligations under this Agreement have been fulfilled unless earlier terminated pursuant to Article V, or otherwise extended by mutual written agreement of the Parties. The Company's eligibility for Grant Payments (hereinafter defined) shall be limited to eight (8) consecutive years (the "Grant Period") within the term of the Agreement.

DEFINITIONS

The following words shall have the following meanings when used in this Agreement.

3. **AGREEMENT**. The word "Agreement" means this Chapter 380 Economic Development Agreement, together with all exhibits attached to this Agreement.

4. **BUSINESS PERSONAL PROPERTY**. The words "Business Personal Property" mean any taxable tangible personal property that is (i) subject to ad valorem taxation by the City; (ii) is legally

considered to be located on the Facility (as the term is defined below) and used in operation of the business; (iii) was not located on the Facility prior to the effective date of this agreement; and (iv) is owned or leased by the Company.

5. **CITY**. The word "City" means the City of Laredo, Texas.

6. **COMPANY**. The word "Company" means Clear Choice Hospital, LLC.

7. **FACILITY**. The word "Facility" means the estimated 112,000 square feet of an acute care general hospital in Laredo, Texas to be constructed by the Company on the below-defined Site.

8. **FULL-TIME JOBS**. A "Full Time Job" means a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations or for the entire time the position has been in existence (if less than one calendar year), and with benefits substantially equivalent to other regular employees of the Company and that satisfies the requirements set forth in Article III, hereof.

9. **EMPLOYMENT RECORDS**. Means records reasonably necessary to verify employment and compensation levels during any Operational Year. These records include, but are not limited to, Employer' s Quarterly Federal Tax Returns (IRS Form 941), Texas Employment Commission Employer's Quarterly Reports, Employer' s Annual Tax Returns (IRS Form 940- EZ), Employee list, employment status, etc. COMPANY will not be required to disclose any performance review records or any other materials that are subject to nondisclosure requirements. To the extent authorized by Texas law, CITY and the COMPANY will keep the Employee records confidential

10. **PROJECT**. The word "Project" means (i) the Facility and related improvements (collectively, the "Improvements") to be constructed by the Company on the Site, (ii) the Site described below on which the Improvements are to be constructed; and (iii) the Business Personal Property to be installed or located at the Facility to support the operation.

11. **GRANT PAYMENT**. The words "Grant Payment" mean a payment from the City to the Company on a yearly basis based on real property city taxes and business personal property taxes on the terms of this agreement so long as the Company is able to meet the minimum criteria regarding the number of new permanent full-time jobs, benefits, minimum improvement valuation and submits the yearly annual certification.

12. **GRANT PERIOD**. The words "Grant Period" mean the period beginning on January 1 of Year 1 (hereinafter defined and continuing for eight (8) years during which the Company is eligible to receive Grant Payments from the City.

13. **SITE**. The word "Site" means the real property upon which the Improvements are to be constructed, located at **ABST PORCION 22, DONA MARIA JESUS SANCHEZ, ORIGINAL GRANTEE, ABSTRACT 277, AND PORCION 23, LEONARDO SANCHEZ, ORIGINAL GRANTEE, ABSTRACT 283, LOT 1 BLOCK 1 (THE COVES AT WINFIELD)** in the City, consisting of approximately 14.55 acres and more particularly described on **Exhibit A.5 and** attached hereto and incorporated herein by reference.

14. **Year 1**. The words "Year 1" shall mean the calendar year immediately following the earlier of the year in which (a) the Project is completed or (b) the Company has received a Certificate of

Occupancy and has placed the Project into service or operation, but in no case shall Year 1 be later than 2028.

ARTICLE III
PROJECT REQUIREMENTS

COMPANY'S OBLIGATIONS. The obligation of the City to provide the Grant Payments to the Company shall be conditioned upon the Company's continued substantial compliance with and satisfaction of each of the following conditions set forth in this Agreement, as solely and finally determined by the City Council:

1. The Company will invest the aggregate estimated amount of at least $125,500,000 (One Hundred Twenty Five million Five Hundred Thousand Dollars) (the "Project Investment") towards the construction and completion of the Project. The approximate capital costs for the Project **are $8,000,000 the Site and $117,500,000 for completion of improvements and installation of Business Personal Property.** If Company fails to make Project Investment of at least $125,500,000 (One Hundred Twenty Five million Five Hundred Thousand Dollars) on the Site, Company shall not be deemed to be in default under this Agreement, but the amount of the Grant shall be reduced proportionately based on the amount by which the Project Investment is less.

A. Any Project Investment condition that has been met for any Year will continue to be met throughout the term of Grant Period for such Project Investment condition for so long as the Total Taxable Assessed Value of the Project does not decrease by more than twenty percent (20%) after the initial satisfaction of the Investment Condition for Year 1, which (notwithstanding any provision in this Agreement to the contrary) Total Taxable Assessed Value for any year may include the increases in the "assessed value" for such year the capital investment necessary for the replacement of Business Personal Property.

The term "Total Taxable Assessed Value" for a particular tax year means the "assessed value" by Webb County Appraisal District (within the meaning of chapter 26 of the Texas Tax Code) for property tax purposes, of the land, improvements and personal property on the property for such tax year.

B. The Company shall own the Site by no later than January 1, 2025, if not already procured and owned by the company at the time of application. The Company shall either provide proof of ownership document to the City within thirty (30) days after purchase has been executed, or within thirty (30) days of application if Company already owns the property.

C. The Company will create and then maintain no less than the following aggregate number of new Full-Time Jobs at the Project during each year of the Grant Period (each, an "Employment Condition") to achieve compliance. **See Exhibit A.1** The Company's compliance is accepted if it adds more jobs per year than required and achieves the cumulative or total number sooner than projected, however, the minimal cumulative levels must be maintained throughout the Grant Period.

Exhibit A.1 - Jobs Table

	New Full-Time Jobs	Cumulative Full-Time Jobs (by Oct. 1 of Each Year)
Year 1	50	50
Year 2	25	75
Year 3	25	100
Year 4	0	100
Year 5	0	100
Year 6	0	100
Year 7	0	100
Year 8	0	100

D. The Company, following completion of the Project and commencement of operations, shall provide that all new employees filling a Full-Time Job as part of this project will be entitled to health insurance, sick and vacation/paid time off, workers compensation or occupational hazard insurance and that some benefits will be accessible to the employees' dependents throughout the term of this Agreement. The Parties agree that the benefits described in **Exhibit A.2** satisfy the Employment Conditions.

Exhibit A.2 - Benefits

Benefits	Cumulative Full-Time Jobs (by Oct. 1 of Each Year) Receiving Benefits							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Medical	50	75	100	100	100	100	100	100
Dental	50	75	100	100	100	100	100	100
Vision	50	75	100	100	100	100	100	100
Retirement	50	75	100	100	100	100	100	100
Workers Compensation	50	75	100	100	100	100	100	100

E. The Company, following completion of the Project and commencement of operations, shall provide that all employees filling a new Full-Time Job will be paid at a minimum rate of $15.00 per hour, regardless of position. The expected positions and wage scale are more specifically described in **Exhibit A.3** attached hereto and made part hereof for all intents and purposes.

F. The Project shall be developed at location (and any obligations described herein, related to such) shall be in accordance with the ordinances, rules, and regulations of the City, subject to any variances, approvals, and applicable laws authorizing the Project to vary from any such regulations.

G. The Company shall be subject to an audit (by the City or the City's third-party designee) annually in the month of October for the term of this Agreement, in regard to the level of investment valuation (as assessed by the Webb County Appraisal District) number of employees, wages of employee positions created, filled and maintained, benefits and other applicable information pertaining to conditional requirements as set in this Agreement. Company shall have the right to contest the appraised value of the Site and Facility as provided by law. However, Company covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Webb County Appraisal District at the Total Taxable Assessed Value for Year 1 or lower.

H. The Company shall not sell or lease any interest in the property to a member of the Laredo City Council, Planning & Zoning Commission or City officer as long as this Agreement is in effect.

I. The Company shall at all times comply with the City's building codes and zoning regulations in addition to all applicable rules, regulations, environmental laws, land use covenants and other restrictions of record. Company shall be solely responsible for obtaining any permits, licenses, certificates, or any other required documentation or approvals for the operation of the business on the Site.

J. Company shall allow the City or its agents reasonable access and inspect operating records, accounting, books and any other records related to the economic development incentive annual performance compliance requirements described herein, which are in Company's, possession, custody or control, for purposes of verifying the project investment, new jobs generated, employee benefits and payroll expenditures generated by the Development and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with and subject to all applicable laws including the Public Information Act, Chapter 552, Texas Government Code. Further, Company shall allow the City reasonable access to the subject property owned or controlled by Company for inspections during construction of the Facility. All inspections will be made only after giving at least twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and or operations of the Company or the Facility. For physical inspections, any inspection will be made with one (1) or more representatives of Company, and in accordance with its safety standards, if any.

K. The City reserves the right to confirm Company's compliance with the terms and conditions of this Agreement. City will provide the Company with a written report of the findings. If the monitoring notes deficiencies in the Company's performance under terms of Agreement, the monitoring report shall include corrections for such deficiencies by Company and a reasonable amount of time in which to attain compliance.

2. **CITY'S OBLIGATIONS**. As consideration for the Company's performance of its obligations under this Agreement, during the Term of the Agreement, City shall provide Company the following:

A. **GRANT PAYMENTS**. An annual Grant Payment to the Company based on the Company's City of Laredo real property and personal property taxes as determined below (the "Grant Payment Formula") for Year the Company satisfies Performance Conditions. The City will contribute the below percentages from the revenue generated from the non-committed 60% M&O Tax Rate in the designated Tax Increment Reinvestment Zone #2 as assessed and collected on the captured appraised value for each respective tax year during the term of the agreement.

EXHIBIT A.4 – "Grant Payment Formula"

Term Year	Total estimated assessed value of real property plus land	Percentage tax rebate of total valuation	Estimated assessment of equipment and tangible business property	Percentage tax rebate personal business property
YR 1	$75M	60%	$15 million	50%
YR 2	$75M	60%	$15 million	50%
YR 3	$75M	60%	$15 million	50%
YR 4	$75M	50%	$15 million	50%
YR 5	$75M	50%	$15 million	50%
YR 6	$75M	40%	$15 million	50%
YR 7	$75M	40%	$15 million	50%
YR 8	$75M	40%	$15 million	50%

B. If the Company fails to substantially satisfy any of the Employment Conditions or the Project Investment conditions included in Article III, or an Annual Certification reasonably acceptable to the City, then no Grant Payment will be considered and Company would be considered non-compliant.

C. The Grant period shall commence on Year 1. The City will make the first Grant Payment after the full calendar year assessment and payment pursuant to the timeline described in the following Section D.

D. The Company shall pay to the City ad-valorem taxes assessed on the Land, Improvements, and Business Personal Property in each year prior to the beginning of the Grant Payment Period. Commencing at Year 1, the City will annually issue each Grant Payment to Company on or before the ninetieth (90th) day following the City receiving written notice, as provided herein, from the Company that such taxes have been paid in full. Prior to issuance of a Grant Payment, the City shall annually verify the Employment Conditions above. The written notice from Company to the City that relevant property taxes have been paid in full shall include a copy of the paid tax receipt or other proof such taxes have been paid.

E. The Company acknowledges the Total Assessed Value described herein is estimated based on the Project Investment and that the Taxable Assessed Value may rise or decline during the Grant Period. The Company shall retain the right to protest and/or contest such appraisals. Grant payments total over agreement period shall not exceed $1.1 Million.

ARTICLE IV
ANNUAL CERTIFICATION

1. **ANNUAL CERTIFICATION**. Beginning October 1 of Year 1, and during the month of October of each calendar Year thereafter during the Term, the Company submit to a review for annual certification to meet compliance with each applicable term of the Agreement. Such annual certification shall include employment records and other documents that show:

- Number of new jobs created
- Number of cumulative jobs maintained
- Employee benefits offered/used
- Receipt of taxes paid
- Other information relevant to the project's development and operation

If the Company fails to timely submit to an Annual Certification for a particular year, the City may give the Company written notice of its failure to timely submit, and the Company shall have thirty (30) calendar days from the date on which such written notice is given in which to submit to such annual certification.

Concurrent with the submittal of the annual certification, Company will submit to the City, or its designee, documentation as may be reasonably necessary to verify the expenditures to date of the Project Investment which have not otherwise been verified as part of a prior certification. The City, or its designee, will provide to Company a written explanation for any expenditures that the City determines cannot be verified. Company may submit additional documentation to the City, or its designee, in order to obtain verification.

ARTICLE V
TERMINATION/RECAPTURE

1. **ACTS TRIGGERING TERMINATION**. During the Grant Payment Period covered by this Agreement, the City may, subject to the notice provisions below, declare a default of this Agreement by the Company if the Company:

A. Refuses or neglects to comply with any of the terms of this Agreement; or

B. Makes representation that is false or misleading in any material respect to any of the terms of this Agreement; or

C. Substantially fails to satisfy the Investment Conditions hereof such that in any Year of the Grant Payment period, the Total Assessed Value is less than the minimum amount set for in Article, III (1)A; or

D. Materially breaches any of the terms or conditions of this Agreement and such default or breach is not cured as provided below following written notice thereof by the City; or

E. Ceases conducting produce distribution enterprise business during the Grant Payment Period at the Project for a period of six (6) months or more for any reason other than suspension due to fire, explosion, accident, natural disaster or other casualty, or

F. Fails to submit to City the Annual Certification as required by Article IV following notice of such failure; or

G. Allows the ad valorem taxes due on the Project to become delinquent without timely and properly filing a protest under Chapter 41 of the Texas Property Tax Code; or

H. By mutual written agreement of the parties.

2. **NOTICE OF TERMINATION**. In the event that the City makes a reasonable determination that the Company has materially defaulted under this Agreement, then City shall give Company written notice of such. Company shall have sixty (60) days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by the City. Notice of default shall be in writing and shall be attempted or delivered by certified mail to the Company at the address provided in Section VI of this Agreement. If default is not cured with sixty (60) days from the date of such notice (the "Cure Period") then the Agreement may be terminated at the City's sole option. However, in the case of default for causes beyond the Company's reasonable control and which cannot, with due diligence, be cured within such sixty (60) day period, the Cure Period may be extended in the City's sole discretion if the Company:

A. Immediately upon receipt of such notice, advises the City of the reasons the default is beyond the Company's control and state Company's intention to institute all steps necessary to cure such default; and

B. Institutes and thereafter carries to completion with reasonable dispatch all steps necessary to cure same.

C. The City may terminate this Agreement for its convenience and without the requirement of an event of default by Company, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, or illegal, including any case law holding that a Chapter 381 Economic Development Agreement such as this Agreement is an unconstitutional debt.

3. **RECAPTURE**. All taxes by virtue of this Agreement shall be reinstated immediately after termination of this Agreement and shall accrue without abatement for all tax years thereafter. Upon termination by the City, The City shall have the right to demand recapture from the Company for the total amount of any Grant Payment previously made while the Company was in default of its obligations hereunder. Payment of recaptured Grant Payments shall become due sixty (60) days following receipt of such demand.

The right of the City to require recapture and demand payment, and the obligation of Company to repay such, shall survive termination of this agreement. The City Attorney has the authority, on

behalf of the City, to initiate any necessary litigation against the Company to pursue the City's remedy of recapture.

4. **EXCEPTION**. In the event, the Property, the Improvements and/or Business Personal Property are taken by the state or federal government through exercise of the power of eminent domain, this Agreement shall terminate to the extent the property is affected, however, the City shall not be entitled to recapture Grant Payments related thereto.

ARTICLE VI
INDEMNIFICATION

1. **COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RESULTING FROM OR RELATED TO THE COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF THE COMPANY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF THE COMPANY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

2. **COMPANY SHALL PROMPTLY ADVISE CITY, IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY AND RELATED TO OR ARISING OUT OF OWNER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

ARTICLE VII
GENERAL PROVISIONS

1. **NOTICE**. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit

into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. A party may designate a different address by giving the other party ten (10) days written notice. All notices must be filed with the City Tax Assessor-Collector.

TO THE COMPANY:

Clear Choice Hospital, LLC.
ATTN: Victor Vasquez Jr.
President/Chairman
7105 Bartlett Ave. Suite 101
Laredo, TX 78041

TO THE CITY:

CITY OF LAREDO
ATTN: Joseph W. Neeb
City Manager
1110 Houston Street
PO Box 579
Laredo, TX 78042-0579

A. **CONDITION**. This Agreement is conditioned entirely upon the approval of the Laredo City Council by the affirmative vote of a majority of the members at a scheduled meeting.

B. **ASSIGNMENT**. If the Company sells, assigns or exchanges the Project, this Agreement shall cease and any subsequent Grant Payments shall be subject to recapture. However, City Council, at their discretion, may consider Amending the Agreement to accommodate such new owner. A written request must be made by the new owner to the City Tax Assessor-Collector.

C. **AMENDMENT**. This Agreement may be terminated, changed, modified, or amended in whole or in part by mutual written agreement between the Parties, their successors or assigns and as approved by the governing body of the City. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. The Company acknowledges that City Council approval is required for any of these actions.

D. **SEVERABILITY**. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties related to the subject matter herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

E. **EMPLOYMENT OF UNDOCUMENTED WORKERS**. During the term of this Agreement, the Company agrees to not knowingly employ any undocumented workers and

if convicted of a violation under U.S.C. Section 1324a(f) such action shall be an Event of Default and the Company shall be liable for repayment of taxes previously rebated and any other funds received by the Company from the City after the date of such violation. Such repayment shall be due within one-hundred and twenty (120) days after the date the Company is notified by the City of such violation. The Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which the Company enters into with any subsidiary, assignee, affiliate, or franchisee.

F. **COMPANY STANDING**. The Company, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and the Company shall be entitled to intervene in said litigation.

G. **GOVERNING LAW**. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Laredo, Webb County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Webb County, Texas.

H. **INDEPENDENT CONTRACTOR**. It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Company at no time will be acting as an agent of the City and that all consultants or contractors engaged by the Company respectively will be independent contractors of the Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with the obligations performed by the Company respectively under this Agreement, unless any such claims are due to the fault of City.

I. **ACCESS TO INFORMATION**. The Company agrees to provide the City access to information related to the during regular business hours upon reasonable notice. The City shall have the right to require the Company to submit any necessary information, documents, invoices, receipts or other records to verify the completion of the Project by Company. During the Term of this Agreement, Company shall allow designated representatives of the City access to the Facility during normal business hours and, upon notice to Company, to inspect the Facility and Business Personal Property to determine if the terms and conditions of this Agreement are being met, as long as City representatives are accompanied by Company's representative and as long as such inspections are conducted in such a manner as to: (i) not unreasonably interfere with the operation of the Facility; and (ii) comply with Company's reasonable securing requirements.

J. **REMEDIES**. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

K. **HEADINGS**. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

EXECUTED on this 13 day of February, 2025.

- **Clear Choice Hospital, LLC.**

_____ /DATE/ 2-11-2025

Printed Name: Victor Vasquez, Jr.

Position: President/Chairman

- **FOR CITY OF LAREDO**

_____ /DATE/ _____

Printed Name: Joseph W. Neeb

Position: City Manager

- **ATTEST:**

_____ /DATE/ 2-13-25

Mario I. Maldonado, Jr.
City Secretary

APPROVED AS TO FORM:

_____ /DATE/ 2/12/25

Doanh T. Nguyen
City Attorney

Exhibit A.3 List of Employees

	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
)	12.98	12.98	14.93	17.17	18.89	19.83	20.13	20.43	20.74
P & IP Surgical	14.09	14.09	22.84	25.56	27.88	29.86	30.21	30.59	30.98
(Med/Surg)	22.94	5.10	7.65	10.20	12.75	15.29	17.84	20.39	22.94
&D	58.97	14.74	17.69	23.59	29.48	35.38	41.28	47.17	53.07
U/CCU	-	-	-	-	-	-	-	-	-
ncillary	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00
'ound Care Nurse	-	-	-	-	-	-	-	-	-
espiratory Therapist	-	-	-	-	-	-	-	-	-
ase Management	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
entral Supply/Sterilization Tech	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
harmacist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
harmacy Technician	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
eticians	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
etary	-	-	-	-	-	-	-	-	-
afeteria Chef	-	-	-	-	-	-	-	-	-
afeteria Servers	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
vironmental Services/Housekeeping	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
ospital CEO	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
ospital Controller	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
lanager: Surgical Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
lanager: L&D	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
lanager: Plant Operations	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
rector: Quality & Risk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
rector: Registration and HIM	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
rector: Laboratory	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
rector: Radiology	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
rector: OR/Surgery Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
rector: Ancillary/Other	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
rector: Environmental Services/Housekeeping	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
rector: Dietary	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
rector: Pharmacy	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
lechanical/Engineering	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
ecurity	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
egistration clerks	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
aceholder	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
dministrative Assistant	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Total FTE's	179.98	117.91	134.11	147.51	160.00	171.37	180.46	189.58	198.73

Exhibit A.5 Legal Description

DESCRIPTION for a TRACT OF LAND containing 14.55 acres, more or less, situated in Porcion 22, Doña Maria Jesus Sanchez, Original Grantee, Abstract 277, and Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283, Webb County, Texas

A tract of land containing 14.55 acres, more or less, situated in Porcion 22, Doña Maria Jesus Sanchez, Original Grantee, Abstract 277, and Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283, Webb County, Texas, said 14.55 acres, more or less, being partially out of a tract of land called to contain 60.08 acres conveyed to Chaco Land Sales, L.L.C., as recorded in Volume 5577, Pages 691-707, Official Public Records, Webb County, Texas, and partially out of a tract of land called to contain 200.68 conveyed to Chaco Land Sales, L.L.C., as recorded in Volume 5577, Pages 691-707, Official Public Records, Webb County, Texas, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod (GPS Coordinates: N:17108554.0157, E:677155.2405) found at the intersection of US 59 Loop (Bob Bullock Loop 20) (R.O.W. Varies) and Shiloh Drive (120-ft. R.O.W.), same being an exterior corner of Lot 3, Block 2, Shiloh Crossing Subdivisson, as recorded in Volume 38, Page 71, Plat Records, Webb County, Texas, and the northeast corner of Lot 1, Block 1, Killam-Loop 20 Billboard #2, as recorded in Volume 33, Page 79, Plat Records, Webb County, Texas; **THENCE**, N 48° 10' 38" E, a distance of 502.45 feet to a TxDOT R.O.W. Monument (GPS Coordinates: N: 17108889.0641, E: 677529.6723) found on the new east right-of-way line of said US 59 Loop (Bob Bullock Loop 20), same monument being the **POINT OF BEGINNING** of this tract of land containing 14.55 acres, more or less, an exterior corner hereof;

THENCE, along the new east right-of-way line of the US 59 Loop (Bob Bullock Loop 20), the following calls and distances:

THENCE, N 38° 36' 03" W, a distance of 120.00 feet to a TxDOT R.O.W. Monument found, an interior corner hereof;

THENCE, N 83° 36' 03" W, a distance of 205.06 feet to a TxDOT R.O.W. Monument found, an exterior corner hereof;

THENCE, N 38° 36' 03" W, a distance of 1,004.43 feet to a ½" iron rod set, an exterior corner hereof;

THENCE, S 83° 36' 03" E, a distance of 35.36 feet to a ½" iron rod set, an interior corner hereof;

THENCE, N 51° 23' 57" E, a distance of 313.08 feet to a ½" iron rod set, same being the point of curvature of a 1,220.00-foot radius curve to the left, having a delta of 14° 26' 55", a tangent of 154.65 feet, and a chord of N 44° 10' 29" E – 306.84 feet;

THENCE, along the arc of said 1,220.00-foot radius curve to the left, a distance of 307.66 feet to a ½" iron rod set, an exterior corner hereof;

THENCE, S 38° 18' 28" E, a distance of 82.55 feet to a ½" iron rod set, same being the point of curvature of a 1,300.00-foot radius curve to the right, having a delta of 7° 42' 23", a tangent of 87.56 feet, and a chord of S 41° 43' 47" W – 174.72 feet, an exterior corner hereof;

THENCE, along the arc of said 1,300.00-foot radius curve to the right, a distance of 174.85 feet to a ½" iron rod set, an interior corner hereof;

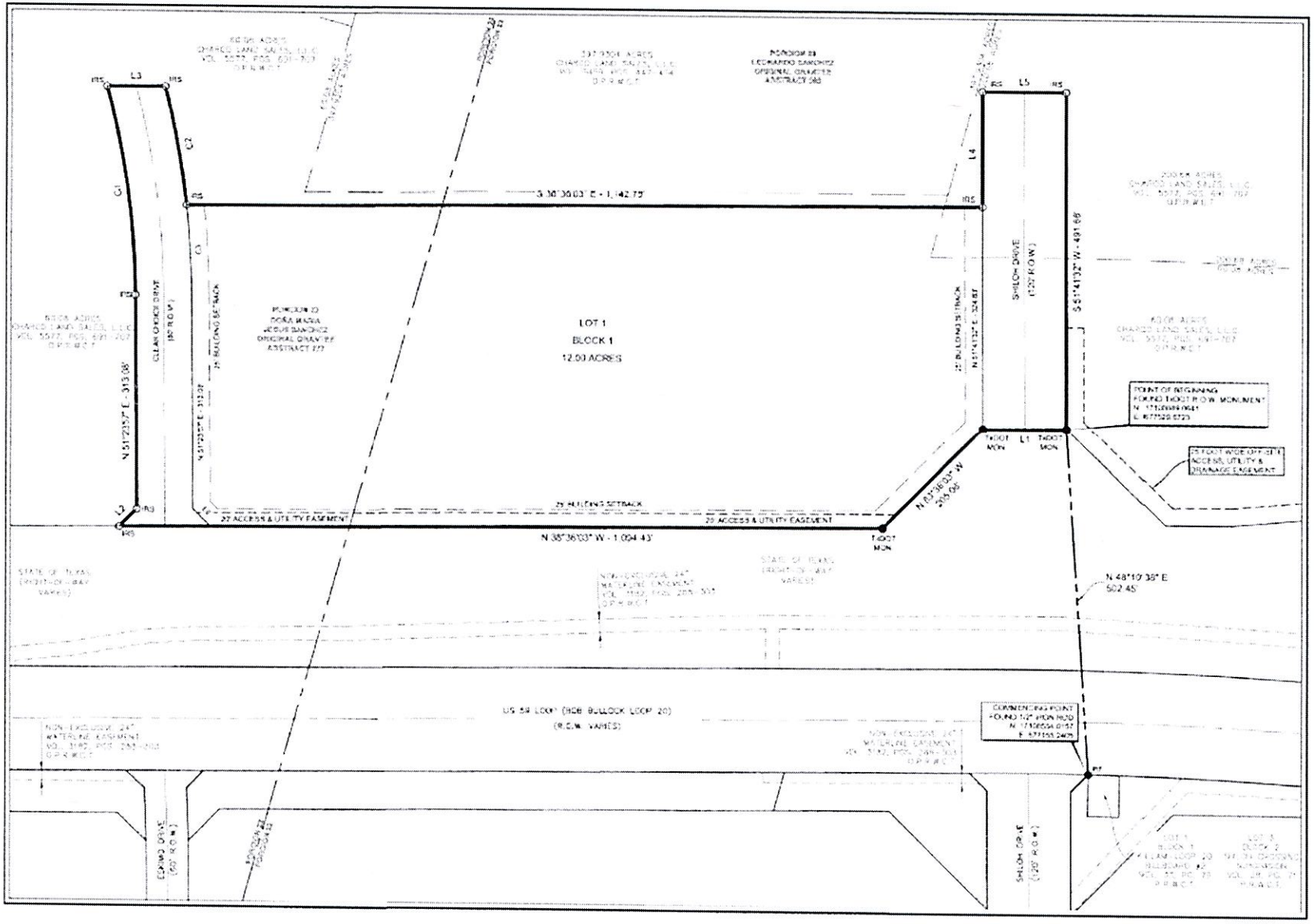
THENCE, S 38° 36' 03" E, at 1,088.16 feet past the common boundary line between the said 60.08-acre tract and the said 200.68-acre tract, a total distance of 1,142.79 feet to a ½" iron rod set, an interior corner hereof;

THENCE, N 51° 41' 32" E, a distance of 167.44 feet to a ½" iron rod set, an exterior corner hereof;

THENCE, S 38° 18' 28" E, a distance of 120.00 feet to a ½" iron rod set, an exterior corner hereof;

THENCE, S 51° 41' 32" W, at 490.93 feet past the common boundary line between the said 200.68-acre tract and the said 60.08-acre tract, a total distance of 491.66 feet to the **POINT OF BEGINNING** of this tract of land containing 14.55 acres, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.


LOT 1
BLOCK 1
12.00 ACRES
SHILOH DRIVE
(120' R.O.W.)
CLEAR CHOICE DRIVE
(80' R.O.W.)
EDINBURG DRIVE
(60' R.O.W.)
US 59 LOOP (RDB BULLOCK LOOP 20)
(R.O.W. VARIES)
POINT OF BEGINNING
FOUND TXDOT R.O.W. MONUMENT
N: 17126994.0561
E: 877529.5725
COMMENCING POINT
FOUND 1/2" IRON ROD
N: 17126554.0157
E: 877155.2467
S 30°30'03" E - 1,142.75'
N 35°36'03" W - 1,094.43'
S 51°41'32" W - 491.69'
N 48°10'38" E
502.45'
N 51°23'57" E - 313.08'
N 51°41'32" E - 324.87'
N 83°36'03" W
205.05'
25' BUILDING SETBACK
27' ACCESS & UTILITY EASEMENT
25 FOOT WIDE OFF-SITE ACCESS, UTILITY & DRAINAGE EASEMENT
TXDOT MON
IRS
IRF
L1
L2
L3
L4
L5
C1
C2
C3