BSA Hospital, LLC
Summary Page

Project Goal:

BSA Hospitall, LLC received financial assistance to construct a new 50,000 ft^2 cancer center that includes radiation therapy treatment rooms, a technology corridor, new infusion bays, strategic/flexible meeting and collaboration spaces, improved spaces for patient families and visitors, and additional support services.

Incentive Details:

Agreement Start Year: 2022
Agreement End Year: 2031

Developer's Obligations:
- Invest a minimum of $26,700,000 in construction and fixed equipment/machinery,
- Maintain 70 existing employees and create a minimum of 7 new full-time positions within 90 days of opening for business,
- Have a combined minimum payroll of $12,600,000 for the listed positions.

City Obligations:
- Annually reimburse a percentage of Property Tax Increment for 10 years, as follows:
    - Years 1-3 at 90% of the Property Tax Increment
    - Years 4-6 at 70% of the Property Tax Increment
    - Years 7-8 at 60% of the Property Tax Increment
    - Years 9-10 at 50% of the Property Tax Increment

Benefit to City:

1. Enhances and diversifies economic and industrial base of Amarillo area.
2. Contributes to the retention and expansion of primary employment.
3. Attracts major investment that will be of benefit to the City.
4. Contributes to the economic development of the City.

CITY OF AMARILLO, TEXAS
AND
BSA HOSPITAL, LLC

CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT

This CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF AMARILLO, TEXAS, a Texas home rule municipality ("City"), and BSA HOSPITAL, LLC ("Company"), a Texas limited liability company, each of which may be singularly referred to as "Party" and jointly referred to as "Parties," for the purposes and considerations stated below.

WHEREAS, the Company has applied to the City for financial assistance to construct a new, approximately 50,000 square feet cancer center, which will house radiation therapy treatment rooms utilizing state-of-the-art treatment technologies and methodologies. Will also include a technology corridor, new infusion bays, strategic and flexible meeting and collaboration spaces, improved spaces for patient families and visitors, and additional support services ("Project" or "Center"); and

WHEREAS, the City has the authority under Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Company to construct and develop the relocation/expansion of cancer treatment facility in this community; and

WHEREAS, the City has determined that the Project is also desirable for the redevelopment of vacant and unused property; and

WHEREAS, the City has also determined that a grant of funds to the Company will serve the public purpose of promoting local economic development, and stimulating business and commercial activity within the City, and creating and retaining jobs.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. PROGRAM APPROVED.

The City Council of the City hereby establishes a Chapter 380 economic development program (the "Program") to facilitate the construction and development of the Project and determines that this Agreement will effectuate the purposes of the Program, and that the Company's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City.

SECTION 3. TERM.

This Agreement shall be effective as of the Effective Date for a period of ten (10) years and shall terminate when all terms and conditions of this Agreement have been fulfilled unless terminated earlier pursuant to the terms of this Agreement.

SECTION 4. DEFINITIONS.

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

"Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Certificate of Occupancy" means an approval issued by the City after final inspection reflecting that construction of the Improvements has been completed in conformance with all appropriate City codes and requirements.

"City" means the City of Amarillo, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 601 S. Buchanan Street, Amarillo, Texas 79101.

"Company" means BSA Hospital, LLC, a Texas limited liability company, authorized to do business in Texas, whose address for the purposes of this Agreement is 1500 Wallace Blvd, Amarillo TX 79106.

"Effective Date" means the last date this Agreement is signed by either Party.

"Event of Default" means and includes any of the Events of Default set forth below in the section entitled "Events of Default."

"Force Majeure" means any act of God or the public enemy, war, riot, civil commotion, fire, explosion or flood, and strikes or other act beyond the reasonable control of the Parties, but not including lack of funds.

"Improvements" means the completed construction of a new, approximately 50,000 square feet cancer center, which houses radiation therapy treatment rooms, a technology corridor, new infusion bays, strategic and flexible meeting and collaboration spaces, improved spaces for patient families and visitors, and additional support services, all on a site described on EXHIBIT A, and pursuant to the Concept Plan attached hereto as Exhibit B, with a required minimum new investment of not less than $20,000,000 for construction, and installation of fixed machinery and equipment with a value of not less than$6,700,000.

"Job" or position means a full-time job or position requiring a minimum of 2080 hours of work per year, including allowance for vacation and sick leave. Individual salary or wages must equal at least the federal minimum wage or as otherwise specified in this Agreement. Total hours of all part-time employees shall be combined and divided by 2080 to determine the number of full-time job equivalents provided by part-time employees. This term includes only employment at the Center and not independent contractors unless specifically provided for in this Agreement. The term includes employees of BSA Hospital, LLC, affiliates and subsidiaries employed in the Center.

"Project" means the design, construction, and operation of cancer treatment center described as "Improvements" and on Exhibits A & B.

"Program Grant" or "Program Grant Payment" means the economic development grants to be paid by the City to the Company in accordance with this Agreement.

"Property" means that real property on which the Project is to be located and being more particularly described on the attached Exhibit A.

"Property Tax increment" means the difference in the City ad valorem property tax revenue on the Property between the year in which this Agreement was approved (being 2019 and using the PRAD appraised value for that year as the base value) and January 1 of each subsequent tax year during the term of this Agreement.

"Property Taxes Paid" means the total amount of ad valorem property tax revenue (real and business property) paid to and received by the City, generated by the Project.

SECTION 5. OBLIGATIONS OF COMPANY.

The Company covenants and agrees with the City that, while this Agreement is in effect, it shall comply with the following terms and conditions, which are prerequisites to being eligible for a grant(s) from the City:

(1) Completion of Improvements. The Company agrees that it must receive a building permit and all necessary financing and governmental approvals no later than by August 31, 2019; and Company further agrees that the Improvements will be completed and receive a Certificate of Occupancy no later than August 31, 2021. If requested in writing by the Company, the City may extend these deadlines, if in the City's reasonable discretion the City determines that an extension is warranted upon (a) an event of Force Majeure that suspends construction of the Improvements for a period of time such as to prevent the Improvements from receiving the Certificate of Occupancy within the time specified above; (b) disruption due to construction of infrastructure improvements by the City for a period of time such as to prevent the Improvements from timely receiving the Certificate of Occupancy; or (c) Company and City mutually agree to one (1) extension

period of not more than 120 days for convenience of both parties. Failure or refusal to timely complete the Improvements as required by this Agreement, including the minimum capital investment, shall be considered an Event of Default under this agreement.

(2) Jobs. Within 90 days following the opening of the Center for business with the public, and continuing for the duration of this Agreement, the Company shall maintain seventy (70) existing employees (with an annual payroll of not less than $12,000,000). Additionally, within twelve (12) months following the opening of the Center for business with the public, and continuing for the duration of this Agreement, the Company shall create a minimum of seven (7) new full time employee positions with an annual payroll of not less than $600,000 each year.

(3) Performance. The Company agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Company and the City.

(4) Undocumented Workers. The Company certifies that the Company does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended, in carrying out its obligations under this Agreement. If during the Term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a (f), the company will repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate published in the *Wall Street Journal* plus two percent (2%) per annum, not later than the 120th day after the date the City notifies the Company of the violation.

(5) Taxes. During the term of the Agreement, the Company shall timely pay all ad valorem taxes (real and business property) and all other taxes and charges due by the Company to the City or other governmental entity (to the extent such is not being contested in good faith). Failure or refusal to do so shall constitute a default of this Agreement by the Company.

SECTION 6. OBLIGATIONS OF CITY.

A. Program Grant Payments. Upon verification of the Company's timely and proper performance of its Obligations in Section 5 of this Agreement, then City shall pay to the Company certain grants according to the following terms:

(1) Annually reimburse the Company a percentage of the annual Property Tax Increment for a period of ten (10) years commencing on the date the first Program Grant Payment is paid to the Company, as follows:

- Years 1-3 at 90% of the Property Tax Increment
- Years 4-6 at 70% of the Property Tax Increment
- Years 7-8 at 60% of the Property Tax Increment
- Years 9-10 at 50% of the Property Tax Increment

(2) The Company shall furnish evidence reasonably satisfactory to the City, on or before March 1 of the year following issuance of the Certificate of Occupancy for the Improvements, and on or before March 1 of each year thereafter during the Term of this Agreement, that the Company has performed the Jobs requirement of this Agreement and Property Taxes Paid, City utility charges or other fees due and owing, and that all such taxes and fees for the preceding year have been paid in full (to the extent such is not being contested in good faith).The City will thereafter within 30 days pay the Program Grant Payment that is due to the Company.

(3) Partial Compliance. In the event the Company has not complied with the Jobs obligation of Section 5 for a particular year, then the annual Program Grant Payment to the Company for that year may be reduced by the same percentage that the Company is short of the Jobs obligation stated in Section 5. Once a reduced Program Grant Payment is made for partial compliance for a particular year, then the Company will be considered to have satisfied the requirements for jobs for that year, if in compliance with all other conditions of this Agreement.

B. Enterprise Project Support. If requested by the Company, City commits to support the Company in a Texas Enterprise Project nomination.

C. Administrative Assistance. City will endeavor to provide Company administrative assistance with facilitating and expediting City permit reviews as is feasible.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(1) Default. Failure of the Company or the City to comply with or to perform any term, obligation, covenant or condition contained in this Agreement or in any related documents, and the Company or the City fails to cure such failure within thirty (30) days after written notice from the City or the Company, as the case may be, describing such failure, or if such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the Company or the City fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure.

(2) False Statements. Any written warranty, representation or statement made or furnished to the City by the Company, or the City to the Company under this Agreement or any document(s) related hereto furnished by the Company or the City to the receiving Party is/are false or misleading in any material respect, either now or at the time made or furnished, and the furnishing Party fails to cure same within thirty (30) days after written notice from the receiving Party describing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the furnishing Party fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if the furnishing Party obtains actual knowledge that any such warranty, representation or statement has become false or

misleading after the time that it was made, and the furnishing Party fails to provide written notice to the receiving Party of the false or misleading nature of such warranty, representation or statement within ten (10) days after the furnishing Party learns of its false or misleading nature.

(3) Insolvency. The dissolution or termination of the Company's existence as a going business or concern, the Company's insolvency, appointment of receiver for any part of the Company's property, any assignment of all or substantially all of the assets of the Company for the benefit of creditors of the Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Company unless, in the case of involuntary proceedings, such proceedings are discharged within ninety (90) days after filing.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

(1) Notice and Remedies. In the event of default under this Agreement, including without limitation, Section 7, the non-defaulting Party shall give written notice to the defaulting Party of any default, and the defaulting Party shall have the period provided in Section 7 to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting Party is not otherwise in default, the non-defaulting Party shall have the right to immediately terminate this Agreement. In the event the City terminates this Agreement as a result of the foregoing, it will have no further obligation to make any remaining Program Grant Payment, including that of the current year, nor the immediately preceding year. Additionally, the Company will immediately owe the City repayment of the previous Program Grant Payments made to the Company, plus interest at the rate of the prime rate per annum. The Company shall pay such funds to the City within sixty (60) days of termination. In the event the City is the party in default, the City will cure the default as soon as possible and will pay the amounts under the Agreement, plus interest at the rate of the prime rate published in the *Wall Street Journal* plus two percent (2%) per annum.

(2) Damage Limitation. Under no circumstances shall the Company be liable to the City under this Agreement for damages in excess of the aggregate amount of funds paid by the City to the Company pursuant to this Agreement. Neither party shall be liable to the other for indirect, special or consequential damages except as provided for in Section 5.

SECTION 9. ADDITIONAL PROPERTY TAX PROVISIONS

The following additional Property Tax provisions are a part of this Agreement:

(1) Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts the City's ability to pay the Property Tax rebates or other incentive herein provided or otherwise extracts or imposes any penalty or other restriction upon the calculation or payment of same, such rebate will be modified or cease as of the effective date of such limitation or restriction and be of no further force, effect or consequence in which event the City shall be under no further obligation to the

Company as of the effective date of such limitation or restriction. However, the City and the Company agree to modify the rebate provided for herein to the extent permitted by such legislative or judicial action to the fullest extent then authorized without penalty or other restriction upon the City for the payment of same.

(2) Erroneously Paid Property Tax. In the event the City Council or a court of competent jurisdiction determines that any property taxes were erroneously overpaid or underpaid by the Company to the City, an appropriate credit or offset shall be applied against the next Program Grant Payment provided for herein. If there is not another Program Grant Payment remaining under this Agreement, then Company and City respectively promise to issue to the other any and all such payments or repayments as indicated in order to balance the books for the erroneously paid property tax. Notification of any such required adjustment will be provided to the Company at the earliest practical date.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(1) Amendments. At any time, the City and the Company may amend this Agreement for the mutual benefit of the Parties, or for any other reason, including an amendment to induce the Company to continue development and commercial activities in the City when this Agreement could otherwise be terminated. The City and the Company agree to consider reasonable requests for amendments to this Agreement which may be made by either of the Parties hereto, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both the City and the Company.

(2) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Potter County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of appropriate jurisdiction in Potter County, Texas.

(3) Assignment. This Agreement may not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(4) Binding Obligation. This Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The Company warrants and represents that the individual executing this Agreement on the Company's behalf has full authority to execute this Agreement and bind it to the same.

(5) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(6) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(7) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment. Neither Party is relying on any statement, representation, or warranty of the other Party not expressly set out in this Agreement. Each of the undersigned authorized representatives of the Parties, warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to him or her in executing this Agreement, and that neither of the signatories is relying upon any statement or representation of any agent of the Parties. Each Party is relying on his or her own judgment and each Party has been represented by independent counsel of its choosing. This Agreement shall not be construed against the drafter hereof, but shall be construed as if all Parties drafted the same.

(8) Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed. This section does not affect the Company's obligations or the City's discretion described in Section 5(1).

(9) Further Acts and Releases. The City and the Company each agrees to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

(10) Governmental Powers; Waiver of Immunity. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights.

(11) No Third Party Beneficiaries. The performance of the respective obligations of the City and the Company under this Agreement are not intended to benefit any Party other than the City or the Company, except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

(12) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by hand, or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, or (iii) upon delivery via a delivery service, Federal Express or any other nationally recognized

overnight courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof, and addressed as follows:

If to Company:	BSA Hospital, LLC 1500 Wallace Blvd. Amarillo TX 79106 ATTN: Lorenzo Olivarez
If to the City:	City of Amarillo 601 S. Buchanan Amarillo, Texas 79101 ATTN: City Manager

(13) Right of Offset. Notwithstanding the provisions of Section 9(2), the City may, at its option, after prior written notice and a 30 day period to cure, offset any amounts due and payable under this Agreement against any debt lawfully due and owing to the City from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

(14) Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

(15) Severability. The City and the Company declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

(16) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(17) Attorneys' Fees. In the event that either Party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing Party in that action or proceeding shall be entitled to have and recover from the non-prevailing Party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing Party may suffer or incur in the pursuit or defense of such action or proceeding.

CITY OF AMARILLO, TEXAS

By: ______________________
Jared Miller, City Manager

Date: 04/03/2019

ATTEST:

By: ______________________
Frances Hibbs, City Secretary

APPROVED AS TO FORM

By: ______________________
Bryan S. McWilliams, City Attorney

BSA HOSPITAL, LLC.
a Texas limited liability company

By: Lorenzo Alvarez Jr

______________________, Managing Member

Date: 4-4-19

Attachments: Exhibits A & B

EXHIBIT "A"

A 5.71 acre tract of land being a portion of Lot 1, Block 1, Amarillo Medical Center Unit No. 14, an addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 2304, Page 716 of the Official Public Records of Potter County, Texas, situated in Section 26, Block 9, B.S.& F. Survey, Amarillo, Potter County, Texas, surveyed on the ground by Robert Keys and Associates on this 11th day of September, 2018, and said tract of land being further described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rebar with a cap stamped "KEYS R.P.L.S. 2507", found at northwesterly corner of Lot 4-B, Block 1, Amarillo Medical Center Unit No. 22, an addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record under Clerk's File No. 20180PR0009517 of the Official Public Records of Potter County, Texas;

Thence S. 22° 07' 48" E., (Directional Control GPS Observation WGS-84), at 310.78 feet pass a 3/8 inch iron rebar with a cap stamped "KEYS R.P.L.S. 2507", found at the southwesterly corner of said Lot 4B, a total distance of 453.50 feet to a 3/8 inch iron rebar with a cap stamped "KEYS R.P.L.S. 2507", set at the southeasterly corner of this tract of land, from whence a 1/2 inch iron rebar with a cap stamped "KELLEY-R.P.L.S.", found at the northeasterly corner of Lot 2, Block 1, Amarillo Medical Center Unit No. 9, an addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 1579, Page 31 of the Official Public Records of Potter County, Texas bears N. 68° 23' 16" E., 73.46 feet;

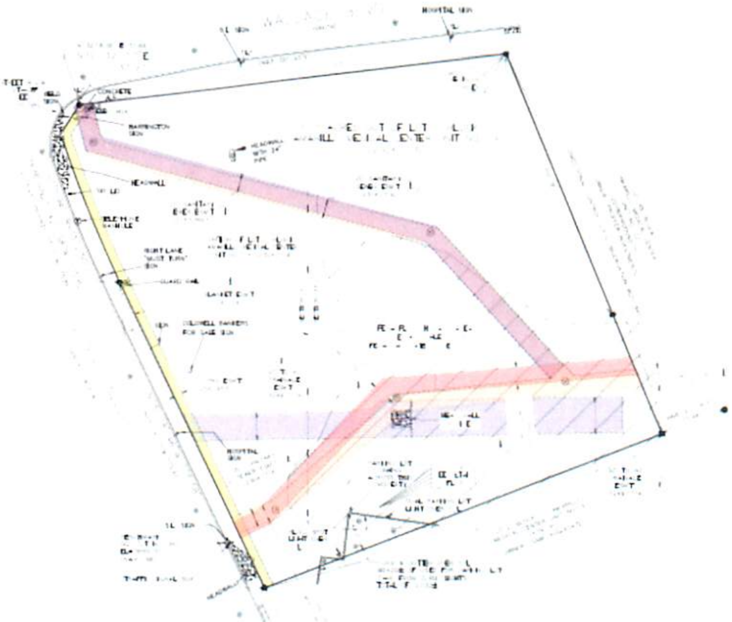
Thence S. 68° 23' 16" W., 467.99 feet along the north line of said Lot 2, Block 1 to a 1/2 inch iron rebar, found at the southwesterly corner of this tract of land and same being the northwesterly corner of said Lot 2;

Thence N. 25° 18' 46" W., 375.58 feet along the easterly right-of-way line of Coulter Street (dedication not found) and same being the most northerly west line of said Lot 1 to a 1/2-inch iron rebar, found at the beginning of a curve to the right having a radius of 1372.50 feet;

Thence Northwesterly, along said curve easterly right-of-way line of said Coulter Street, and same being the most northerly west line of said Lot 1, an arc distance of 175.94 feet, with a chord of N. 21° 42' 58" W., 175.82 feet to a "X" cut in concrete, found at the most westerly northwest corner of this tract of land and the end of said curve;

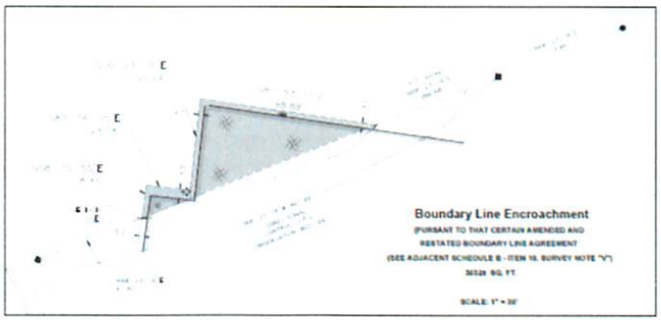
Thence N. 32° 32' 57" E., 37.97 feet along a street right-of-way cut-off corner and same being the chamfer corner of the westerly and northerly lines of said Lot 1 to a 1/2-inch iron rebar, found at the most northerly northwest corner of this tract of land;

Thence N. 83° 00' 19" E., 472.98 feet along the southerly right-of-way line of Wallace Boulevard as dedicated in Volume 1030, Page 19 of the Deed Records of Potter County, Texas, and same being the northerly line of said Lot 1 to the **POINT OF BEGINNING**.




Vicinity Map

FEMA Flood Map Panel No. 48375C0610C



Notes

1.) This plat was prepared for the exclusive use of the person, persons, or entity named in certificate hereon. Said certificate does not extend to any unnamed person without an expressed recertification by the surveyor naming said person.

2.) This survey should only be considered official and relied upon if it has an original raised surveyor's seal and original signature of the surveyor present on it. This document was prepared specifically for those parties designated hereon.

3.) This drawing is the property of Robert Keys & Associates. Modification, alteration, duplication, or use without the consent of Robert Keys & Associates is prohibited and shall not be reproduced for any purpose without the written consent of an authorized agent of Robert Keys & Associates. Copyright 2018, All Rights Reserved ©

4.) No statement is made concerning subsurface conditions or the existence of underground or overhead containers and/or facilities which may affect the use or development of this tract.

5.) Property distances and/or bearings are shown as measured or held with this survey. Plat and/or deed calls are shown within parenthesis when differing from measured distances and/or bearings and not within the Texas Board of Professional Land Surveying General Rules of Procedures and Practices regarding Precision (663.15).

6.) Except as specifically noted or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property real estate, easements other than possible easements which were visible at the time of making this survey, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations and any other facts pertaining to this tract of land which the surveyor has been advised of by Title Insurance Company, client or representative thereof. Recorded and non-recorded documents other than those shown may affect this property. Refer to Schedule B of said title commitment for restrictive covenants, subdivision restrictions and record easements as specified in said title commitment which may affect this property. If no title company is stated in the below certification, this survey firm was provided with Title Commitment No. [illegible] with an effective date of December 12, 2018, at 8:00 AM from Chicago Title Insurance Company.

7.) Use of electronic files is at your own risk, as they may not represent the actual item's location. The electronic file must be compared to a signed and sealed hard copy before using for any purpose. Items may not be truly represented as shown in the actual electronic file due to the hard copy drawing being made presentable and/or legible.

8.) Streets, alleys, easements, building setbacks, and lot lines and/or boundaries shown are designated per record plat unless noted otherwise.

9.) The property lies in Flood Zone "A" according to the Federal Emergency Management Agency's Rate Map Community Panel No. 48375C0610C, dated June 04, 2010.

Schedule B Item 10.) Survey Notes - Chicago Title Insurance Company, G.F. No. CT-0078-4500781800295P

b. Twenty foot (20') wide sanitary sewer easement over subject property, as shown on that plat recorded in Volume 2304, Page 718 of the Official Public Records of Potter County, Texas. (SHOWN)

c. That portion of the Flood Hazard Area and Special Flood Hazard Area as per City of Amarillo Ordinance, over subject property, as shown on that plat recorded in Volume 2304, Page 718 of the Official Public Records of Potter County, Texas. (CURRENT FEMA/FIRM SHOWN -PREVIOUS FEMA/FIRM MAPS WERE REVISED ON JUNE 4, 2010 - RECORD PLAT DATE IS JANUARY 20, 1993)

d. Easement to lay, operate and maintain a pipeline or line(s) for the transportation of oil and gas together with telegraph and telephone lines and other appliances granted to Amarillo Oil Company by untitled instrument recorded in Volume 181, Page 207 of the Deed Records of Potter County, Texas. (BLANKET EASEMENT ALL OF SECTION 43 - WEST PART OF TRACT - SHOWN)

e. Easement to lay and maintain a sewer line or lines granted to the City of Amarillo by untitled instrument recorded in Volume 201, Page 207 of the Deed Records of Potter County, Texas. (NOT ENOUGH INFORMATION TO LOCATE EASEMENT)

j. Ten foot (10') wide easement for the purposes of laying and maintaining a natural gas main granted to Pioneer Natural Gas Company by instrument recorded in Volume 1254, Page 853 of the Deed Records of Potter County, Texas. (SHOWN)

k. Twenty foot (20') wide easement to lay and maintain a public sanitary sewer main granted to the City of Amarillo by instrument recorded in Volume 1375, Page 27 of the Deed Records of Potter County, Texas. (SHOWN)

l. Twenty foot (20') wide sanitary sewer easement over subject property, granted to the City of Amarillo by instrument recorded in Volume 2153, Page 833 of the Official Public Records of Potter County, Texas. (SHOWN)

m. Easement and Right-of-Way by The Don & Sybil Harrington Regional Medical Center at Amarillo, Incorporated, a Texas non-profit corporation, d/b/a Harrington Regional Medical Center, Inc., dated May 13, 1993 and recorded in Volume 2328, Page 115 of the Official Public Records of Potter County, Texas. (BLANKET EASEMENT - ACROSS LOT 1, BLK. 1, AMARILLO MEDICAL CENTER UNIT NO. 2) (ALL OF THIS TRACT)

n. Varying thirty feet (30') to forty feet (40') wide drainage easement granted to The City of Amarillo by instrument recorded in Volume 3240, Page 774 of the Official Public Records of Potter County, Texas. (SHOWN)

p. Terms and provisions contained in the titled Dedication of Medical Center Land by Amarillo Area Foundation, Inc. recorded in Volume 1002, Page 123 of the Deed Records of Potter County, Texas. (NOT A SURVEY MATTER)

q. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. (NOT A SURVEY MATTER)

v. The terms and provisions as set forth in the document titled Amended and Restated Boundary Line Agreement, dated November 7, 2018, by and between AAF Community Health Foundation, a Texas nonprofit corporation and Baird Associates Inc., a Texas corporation, recorded under Clerk's File No. 2018OPR0018528 of the Official Public Records of Potter County, Texas.

Legend:

■	=3/8" iron rebar w/cap stamped "KEYS R.P.L.S. 2507" (set)	-X-	=fence
■	=3/8" iron rebar w/cap stamped "KEYS R.P.L.S. 2507" (found)	UP-XT@LC	=utility pole w/light, cross arm, transformer, conduit &/or guy
	="X" cut in concrete (found)	-E-T-TV-	=overhead utility lines
●	=1/2" iron rebar (found)	P.U.E.	=public utility easement
■	=1/2" iron rebar w/cap stamped "KELLEY-R.P.L.S." (found)	(Wd./Pg.)	=Warranty Deed and/or Plat Recording
◎	=sanitary sewer manhole	BOC	=back of curb
⊠	=telephone manhole		=asphalt
☐E W G T	=utility meter and/or box		=light pole
	=concrete area	⊙	=Schedule B Items

Metes and Bounds Description Attached as Exhibit "A"

Certificate

To:

AAF Community Health Foundation, a Texas nonprofit corporation,

VTR Baptist SA, LLC, each a Delaware limited liability company;

Chicago Title Insurance Company, G.F. No. CT-0078-4500781800295P;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS. (No Table "A" provided at this time)

The field work was completed on September, 11 & 12, 2018.

Date of Plat or Map: December 13, 2018.

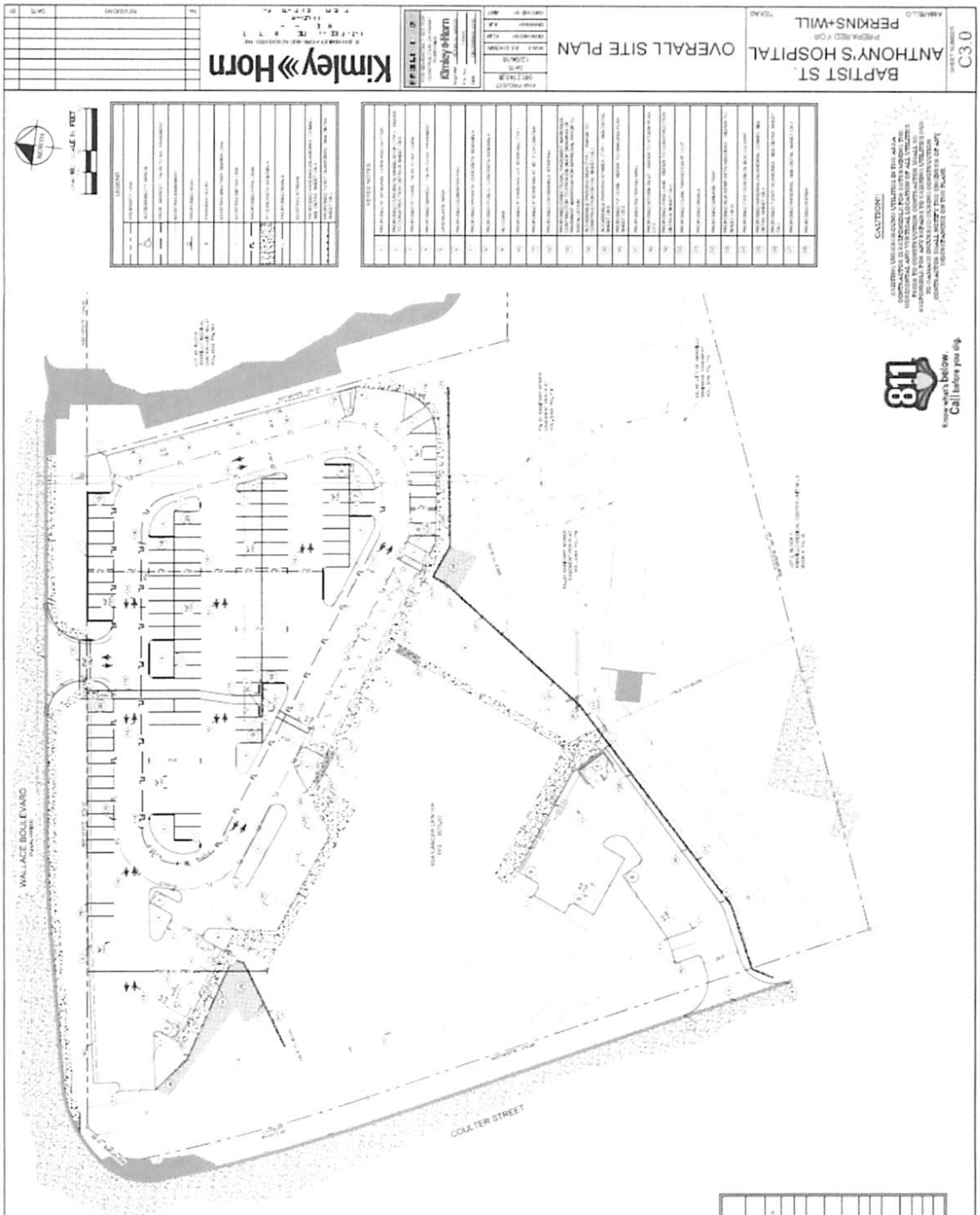
Robert E. Keys
Digitally signed by Robert E. Keys
Date: 2018.12.13 13:07:30 -06'00'

Robert E. Keys
Registered Professional Land Surveyor
Texas License No. 2507
7106 S. Bell Street
Amarillo, Texas, 79109
Job No. 180307

A.L.T.A./N.S.P.S. Land Title Survey for
Amarillo Area Foundation
of 5.71 acres at the Corner of
Coulter St. & Wallace Blvd.,
Amarillo, Potter County, Texas

Robert Keys & Associates
(806)352-1782 Email:[illegible]@keyssurveying.com
7106 S. Bell Street, Amarillo, Texas 79109-7003
Firm No. 10054400 www.keyssurveying.com

EXHIBIT "B"


BAPTIST ST. ANTHONY'S HOSPITAL
PREPARED FOR
PERKINS+WILL
OVERALL SITE PLAN
Kimley»Horn
C3.0
CAUTION!
811
Know what's below. Call before you dig.
WALLACE BOULEVARD
COULTER STREET
SITE DATA TABLE