



# Board Binder Open Session

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April 13, 2026

# Agenda



**MIDLAND DEVELOPMENT CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS  
LOCAL GOVERNMENT CODE**

**NOTICE OF PUBLIC MEETING**

In accordance with Chapter 551, Texas Government Code, as amended, notice is hereby given to the public that the Board of Directors of the Midland Development Corporation will meet in regular session, open to the public, in City Hall Council Chambers, 300 North Loraine Street, Midland, Texas, at 10:00 a.m. on April 13, 2026. A quorum of the Board of Directors of the Midland Development Corporation intends to be physically present at the aforementioned location.

**Videoconference Information**

Join Zoom Webinar

<https://us02web.zoom.us/j/88043593120?pwd=TbAy1Oeo4xELubOEbOa6Dui52rX6fX.1>

Passcode:250457

Phone one-tap:

+13462487799,,88043593120#,,,,\*250457# US (Houston)

+12532050468,,88043593120#,,,,\*250457# US

Join via audio:

+1 346 248 7799 US (Houston) +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 669 444 9171 US  
+1 669 900 9128 US (San Jose) +1 719 359 4580 US +1 305 224 1968 US +1 309 205 3325 US +1 312 626  
6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US  
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Webinar ID: 880 4359 3120

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International numbers available: <https://us02web.zoom.us/j/88043593120?pwd=TbAy1Oeo4xELubOEbOa6Dui52rX6fX.1>

At such meeting, the Board of Directors may discuss, consider, and take action on any of the following items:

1. Call meeting to order.
2. Motion approving the minutes of the March 2, 2026, meeting of the Midland Development Corporation.
3. Presentation from the Midland Hispanic Chamber of Commerce on its micro grant program.
4. Presentation from the City of Midland on current and upcoming infrastructure projects.

5. Motion authorizing the Executive Director to advertise a request for proposals for the sale of the Midland Altitude Chamber Complex and its associated equipment (collectively, the “MACC”) and to negotiate an agreement providing for the sale of the MACC; provided, however, that said agreement shall not become effective until approved by the Board of Directors.
6. Resolution authorizing the execution of an economic development agreement with Midland 2025 MSO, LLC, to develop a veterinary and surgical diagnostic hospital, and authorizing payment.
7. Presentation on the February 2026 economic development activity report from the Midland Development Corporation Executive Director.
8. Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:
  - a. Section 551.072, Deliberation Regarding Real Property
    - i. Discuss the purchase, exchange, lease, or value of real property.
  - b. Section 551.087, Deliberation Regarding Economic Development Negotiations
    - i. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

Posted this 7<sup>th</sup> day of April 2026.

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Marcia Bentley German  
City Governance Officer/City Secretary

# March 2<sup>nd</sup> Minutes

# MIDLAND DEVELOPMENT CORPORATION

## MINUTES

March 2, 2026

The Board of Directors of the Midland Development Corporation convened in regular session in the Midland Chamber of Commerce board room, 300 West Wall Street, Suite 200, Midland, Texas, at 10:00 a.m. on March 2, 2026.

**Board Members present:** Chairman Brad Bullock, Director Elvie Brown, Director Garrett Donnelly, Director Darpan Bhakta, Director Abraham Bejil, Director Hayden Boldrick and Director Denzil West

**Board Members absent:** None

**City Staff Members present:** City Manager Tommy Gonzalez, City Attorney Nicholas Toulet-Crump, Assistant City Attorney Kevin Bailey, Chief of Staff Taylor Novak, Chief Financial Officer Christy Weakland, Management Assistant Skyler Gilpin, Engineering Services Director Gabriel McClland, Assistant City Secretary Rachel Guentensberger, and Deputy City Secretary Jan Hamilton

**Council Member(s) present:** None

**MDC Staff Members present:** Executive Director Sara Harris, Business Development Coordinator Soraye Palmer, Marketing Coordinator Paige McCartney and Operations Manager Ken Doyle

### 1. Call meeting to order.

*Chairman Bullock called the meeting to order at 10:00 a.m.*

### 2. Motion approving the minutes of the February 2, 2026, meeting of the Midland Development Corporation.

*Councilman Bejil moved to approve the minutes of the February 2, 2026, meeting of the Midland Development Corporation, seconded by Donnelly*

***The motion carried by the following vote: AYE: Bullock, Brown, Donnelly, Bhakta, Bejil, Boldrick, and West NAY: None ABSTAIN: None ABSENT: None***

### 3. Motion electing officers to unfilled positions to serve through December 2026.

Chairman Bullock listed the unfilled positions as: Second Vice Chair and Treasurer

*Director Donnelly moved to elect Director Boldrick as Second Vice Chair, seconded by Director Bhakta*

**The motion carried by the following vote:** AYE: Bullock, Brown, Donnelly, Bhakta, Bejil, Boldrick, and West NAY: None ABSTAIN: None ABSENT: None

*Director Bhakta moved to elect Director Bejil as Treasurer, seconded by Director Brown*

**The motion carried by the following vote:** AYE: Bullock, Brown, Donnelly, Bhakta, Bejil, Boldrick, and West NAY: None ABSTAIN: None ABSENT: None

#### **4. Presentation from Midland Downtown Renaissance on the Omni Midland project.**

*Mr. Dan Hord and Michael McWilliams with Midland Downtown Renaissance showed a video highlighting the vision for the Omni Midland Project while expressing gratitude for the partnership with MDC and the City of Midland. The groundbreaking will take place this month, with an estimated completion date set for late 2027. Chairman Bullock restated the agreement funding amount and asked that the public be updated on costs and progress of the project.*

*Public Comments included the following:*

*Robin Campbell made public comment raising concerns about the project being a Type B project, and the potential impact if the provided funds were not able to be utilized.*

*Nino Rodriguez made public comment stating that he is against the hotel development, and that this project should have been voted on by the public. He also questioned the parking situation this development brings.*

*Citizen 'Tara' attempted to make public comment via Zoom. Tara faced technical difficulties; therefore, was unable to join the meeting with video.*

*Shandi Williams made public comment regarding her support for small business, but opposes this development, citing conflicts of interest and overall negative impacts on the community.*

*Judd Campbell gave public comment regarding the project budget, the impact of changing the project location, and expressing concern about the lack of public communication.*

#### **5. Presentation from the City Finance Director on the Midland Development Corporation's investments.**

*City of Midland Chief Financial Officer Christy Weakland gave an overview of the Midland Development Quarterly investment report with information as of 12/31/2025.*

*Public Comments included the following:*

*Citizen 'Tara' again attempted to make public comment via Zoom. Tara still faced technical difficulties and was therefore unable to join the meeting with video. An email address was provided to Tara, enabling her to send her statement or questions to the MDC directly.*

*Shandi Williams made public comment with questions about consumer confidence with current investments regarding a potential upcoming recession.*

#### **6. Presentation from the University of Texas Permian Basin Office of Innovation & Commercialization on activities in the Center for Energy and Economic Diversification.**

*Brian Shedd, Executive Director of the UTPB Office of Innovation and Commercialization, highlighting various programs and initiatives funded by MDC. He also introduced CC Serrato Program Coordinator of the Office of Innovation & Commercialization. He spoke about how the office has transformed the CEED building into an innovation space, providing research labs, a business incubator, and co-working suites for entrepreneurs and small businesses. Mr. Shedd also spoke about the Midland Entrepreneurial Challenge and the Small Business Development Center.*

*Public Comments included the following:*

*Nino Rodriguez made public comment questioning the judging and funding conflicts with the Midland Entrepreneur Challenge.*

*Shandi Williams made public comment stating she is a small business owner and would like more transparency regarding the funding allocations and potential conflicts.*

*Brian Shedd, Executive Director of the UTPB Office of Innovation and Commercialization gave clarifying remarks pertaining to the issuance of funding and judging.*

- 7. ED-521 - Resolution approving the execution of a third amendment to that certain lease agreement with Castelion Corporation for certain real property described as an approximate 120.8-acre tract of land out of Section 33, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.**

*MDC Executive Director Sara Harris noted that this resolution will extend the terms of the existing lease of land with the MDC by 24 months.*

*Director West moved to approve the Resolution approving the execution of a third amendment to that certain lease agreement with Castelion Corporation for certain real property described as an approximate 120.8-acre tract of land out of Section 33, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, seconded by Director Bejil*

***The motion carried by the following vote:*** AYE: Bullock, Brown, Donnelly, Bhakta, Bejil, Boldrick, and West NAY: None ABSTAIN: None ABSENT: None

- 8. Presentation on the January 2026 economic development activity report from the Midland Development Corporation Executive Director.**

*Executive Director Sara Harris presented an update on the Midland Development Corporation's economic development activity report. Ms. Harris discussed the Midland Hispanic Chamber of Commerce Business Expo, that was held on February 5, 2026, at the Horseshoe Arena and the Midland Chamber of Commerce West Texas Business Expo that was held on February 19, 2026 at the Bush Convention Center.*

***The board recessed into executive session at 11:14 a.m.***

- 7. Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:**

- a. **Section 551.072, Deliberation Regarding Real Property**
  - i. Discuss the purchase, exchange, lease, or value of real property.
- b. **Section 551.087, Deliberation Regarding Economic Development Negotiations**
  - i. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

**All the business at hand having been completed, Chairman Bullock adjourned the meeting at 12:03 p.m.**

Respectfully submitted,

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Rachel Guentensberger, Assistant City Secretary

PASSED AND APPROVED on the 13<sup>th</sup> Day of April 2026.

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Garrett Donnelly, Secretary

Midland 2025  
MSO, LLC  
Economic  
Development  
Agreement

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION OF  
AN ECONOMIC DEVELOPMENT AGREEMENT  
WITH MIDLAND 2025 MSO, LLC; AND  
AUTHORIZING PAYMENT**

**WHEREAS**, the Board of Directors finds it to be in the public interest to authorize the execution of an economic development agreement with Midland 2025 MSO, LLC; and

**WHEREAS**, the Board of Directors finds said economic development agreement to be fair to the Midland Development Corporation;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:**

**SECTION ONE.** That the Chairman and Secretary are hereby authorized to execute and attest, respectively, on behalf of the Midland Development Corporation, an economic development agreement with Midland 2025 MSO, LLC. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

**SECTION TWO.** That the Executive Director of the Midland Development Corporation, or her designee, is hereby authorized and directed to administer all the Midland Development Corporation's obligations under said agreement, including the issuance of all written notices and confirmations due thereunder.

**SECTION THREE.** That the Comptroller for the City of Midland is hereby authorized and directed to issue payment(s) to Midland 2025 MSO, LLC in accordance with the terms of said agreement from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director of the Midland Development Corporation or her designee.

On motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2026, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

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BRAD BULLOCK,  
Chairman of the Midland  
Development Corporation

ATTEST:

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GARRETT DONNELLY  
Secretary of the Midland  
Development Corporation

APPROVED AS TO FORM ONLY:

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NICHOLAS TOULET,  
Attorney for the Midland  
Development Corporation

## **ECONOMIC DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the **MIDLAND DEVELOPMENT CORPORATION** (“*MDC*”), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended, and **MIDLAND 2025 MSO, LLC**, a Texas limited liability company (“*Company*”).

### **I.**

#### **Recitals**

- A. Company, and/or its Affiliates, seeks to construct and operate the Midland Veterinary Diagnostic & Surgical Hospital within the territorial limits of the City of Midland, Texas, which is to be an approximate 8,000 square-foot veterinary facility located on Thomason Drive west of Loop 250 (the “*Hospital*”). The Hospital will provide veterinary diagnostic and surgical services.
- B. MDC and Company desire to set forth the terms and conditions upon which incentives will be provided to Company as consideration for Company’s, or its Affiliates’ (i) construction and operation of the Hospital in the City of Midland, Texas, (ii) creation and maintenance of certain Full-Time Jobs (as defined herein) at the Hospital, and (iii) investment in the Hospital and any associated capital equipment.
- C. Company shall exercise its best efforts to employ residents of the City of Midland and to advertise the availability of job openings in the City of Midland, Texas. Additionally, when it is not possible to hire residents of the City of Midland, Company shall exercise its best commercially reasonable efforts to recruit new residents to live within the corporate limits of the City of Midland, Texas, and to advertise the availability of job openings in the corporate limits of the City of Midland, Texas.
- D. The Hospital shall create and maintain at least 32 Full-Time Jobs at the Hospital by December 31, 2031, including five (5) Full-Time Jobs for veterinarians.
- E. In addition to creating and maintaining said Full-Time Jobs, Hospital shall invest at least \$4,000,000.00 in the Hospital and any associated capital equipment by December 31, 2029.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and Company hereby agree as follows:

### **II.**

#### **Definitions**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

- A. “*Affiliate*” means any entity controlling, controlled by, or under common control with Company.
- B. “*Business*” means Company’s commercial operations located at the Hospital in the City of Midland, Texas.
- C. “*Business Day*” means each day, Monday through Friday, except to the extent any day is a holiday recognized by the Federal government of the United States or a state holiday recognized by the State of Texas.
- D. “*Capital/Property Investments*” means investments made by Company or its Affiliates in the Hospital, which shall consist of costs related to the real property, personal property, and capital expenditures associated with the establishment of the Hospital.
- E. “*Effective Date*” means April 28, 2026.
- F. “*Full-Time Job*” means a position of employment that requires an individual to: (i) work 1,820 hours per year, including allowance for vacation, sick leave, earned time off, or other of Company’s policies and practices; and (ii) spend a substantial amount of his or her time performing job duties at the Hospital.

### III.

#### Obligations of the Company

- A. **Capital/Property Investment Obligation.** Company or its Affiliates shall invest in and maintain total Capital/Property Investments of Four Million and No/100 Dollars (\$4,000,000.00) at the Hospital as of December 31, 2029.

The Capital/Property Investments at the Hospital shall be evidenced by tax statements issued by the Midland Central Appraisal District, which shall be provided to MDC no later than October 1 of each year during the term of this Agreement. The value of the Capital/Property Investments shall be determined in accordance with the tax statements issued by the Midland Central Appraisal District. Company shall maintain the Capital/Property Investments for the duration of the term of this Agreement.

Alternatively, the Company or its Affiliates may satisfy this requirement by demonstrating that the actual cost of the Capital/Property Investments at the time acquired or incurred is cumulatively Four Million and No/100 Dollars (\$4,000,000.00) at the Hospital as of December 31, 2029.

- B. **Full-Time Job Creation Obligation.** Company shall create and maintain at least 32 Full-Time Jobs at the Hospital by December 31, 2031, including five (5) Full-Time Jobs for veterinarians during the phases set forth both. Company shall maintain said Full-Time Jobs for the duration of the term of this Agreement. Notwithstanding the foregoing, in the event of employee attrition due to voluntary resignation, retirement, termination for cause,

disability, death, or other bona fide separation of employment in the ordinary course of business, such position shall not be deemed to have reduced the number of required jobs, provided that Company fills such vacant position within (i) one hundred eighty (180) days for veterinarians, and (ii) ninety (90) days for other employees. During any such vacancy period, the applicable position shall be deemed a Full-Time Job for purposes of Company's compliance with this Section.

The Company shall be required to create such Full-Time Jobs in two (2) phases.

- (i) The first phase shall be completed by June 30, 2029, wherein Company shall have hired three (3) veterinarians, an office manager, a hospital manager, and fifteen (15) other Full-Time Job positions.
- (ii) The second phase shall be completed by December 31, 2034, wherein Company shall have hired an additional two (2) veterinarians, and ten (10) other Full-Time Job positions.

At the conclusion of the two (2) phases, Company shall have hired at least five (5) veterinarians, an office manager, a hospital manager, and at least twenty-five (25) other Full-Time Job positions.

- C. **Hospital Construction Obligations.** Company shall design and construct a veterinary hospital and related improvements (the "Hospital") on the Property in a good and workmanlike manner and in accordance with all applicable laws, ordinances, codes, and permitting requirements of the City. The Hospital is intended to include facilities for the delivery of premier veterinary medical services, including a diagnostic and surgical center, and shall be generally consistent with the scope of the project described in the Company's application, as such scope may be reasonably modified in the course of design development, engineering, permitting, or construction, provided that the primary use of the improvements as a veterinary hospital, including diagnostic and surgical capabilities, and the minimum capital investment and job creation commitments set forth herein are satisfied.

Company shall commence construction of the Hospital on or before December 31, 2026, by entering into a contract for the construction of the Hospital and thereafter diligently pursuing the completion of the Hospital's construction. The Hospital shall be substantially completed on or before December 31, 2028, subject to any force majeure extensions. Following the completion of the Hospital's construction, Company shall provide written certification of the Hospital's completion to MDC. Thereafter, Company shall operate and maintain the Hospital in accordance with the standards commonly associated with similarly situated veterinary hospitals for the remainder of the term of this Agreement.

- D. **Quarterly Compliance Certifications.** Beginning for the quarter ending March 31, 2027, and for every quarter thereafter during the term of this Agreement, Company shall certify to MDC, as described in Section IX.B below, the following:

1. The total Full-Time Jobs created and maintained at the Hospital as of the last day of the preceding quarter; and
2. The total amount of Capital/Property Investment made at the Hospital.

With respect to the Capital/Property Investment compliance certifications, Company shall describe or list the Capital/Property Investments and provide certification as to the cost of such Capital/Property Investments. Said quarterly compliance certifications shall be due to MDC no later than forty-five (45) days following the end of each quarter.

E. **Annual Compliance Certifications.** Beginning for the time period spanning the Effective Date through December 31, 2026, and every subsequent calendar year thereafter (each a “*Compliance Year*”) during the term of this Agreement, Company shall submit a compliance certification (an “*Annual Certification*”) to MDC, as described in Section IX.B below, the following:

1. The total Full-Time Jobs created and maintained at the Hospital as of the last day of the previous Compliance Year; and
2. The total amount of Capital/Property Investment made at the Hospital.

Every Annual Certification shall also be accompanied by a separate certification completed by a duly licensed accountant stipulating that (i) the information contained in the Annual Certification is true and correct and (ii) the information contained in the Annual Certification was derived using Generally Accepted Accounting Principles. Company shall submit every Annual Certification within sixty (60) days from the end of every Compliance Year.

#### **IV. Obligation of the MDC**

On or before thirty (30) days following Company’s submission of an Annual Certification to MDC demonstrating Company’s creation of one or more Full-Time Jobs during the previous Compliance Year, MDC shall provide Company incentive funds as follows:

- A. a one-time job creation incentive of Twenty-Nine Thousand and No/100 Dollars (\$29,000.00) for each new veterinarian Full-Time Job created and maintained at the Hospital, provided the average annual gross wage, including benefits, per veterinarian Full-Time Job equals or exceeds \$158,298.00;
- B. a one-time job creation incentive of Seven Thousand Five Hundred Dollars (\$7,500.00) for a new office manager Full-Time Job, provided the annual gross wage, including benefits, for such Full-Time Job equals or exceeds \$55,000.00; and

- C. a one-time job creation incentive of Seven Thousand Five Hundred Dollars (\$7,500.00) for a new hospital manager Full-Time Job, provided the annual gross wage, including benefits, for such Full-Time Job equals or exceeds \$55,000.00.

Job creation incentives associated with each Full-Time Job referenced in Section IV.A, Section IV.B, and Section IV.C shall be disbursed after such job has been created and maintained for a period of at least one (1) year. Notwithstanding any contrary provision contained herein, MDC's obligation to provide the incentive funds referenced in this Section shall be expressly subject to Company's full and complete satisfaction of its obligations contained in Section III. For the avoidance of any doubt, Company's obligation to complete construction of the Hospital shall be considered a condition precedent to MDC's obligation to provide the incentives referenced in this Section IV. If an Annual Certification shows Company to be deficient in its satisfaction of its obligations contained in Section III, then: (i) MDC shall be relieved of its obligation to provide further incentive funds until such time that Company satisfies such obligations and certifies such compliance in writing to MDC; and (ii) MDC shall be entitled to pursue any remedies referenced herein. MDC's total Full-Time Job creation incentive obligation under this Agreement shall not exceed a total of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00).

## V.

### **Repayment Provisions; Remedies Upon Default**

- A. If an Annual Compliance Certification demonstrates that Company has not: (i) made and maintained Capital/Property Investments in accordance with Section III.A; (ii) created and maintained Full-Time Jobs in accordance with Section III.B; or (iii) commenced or completed construction of the Hospital in accordance with Section III.C, then Company shall be in default of this Agreement.
- B. If Company is in default of this Agreement due to its failure to maintain the Full-Time Jobs contemplated in Section IV.A, Section IV.B, or Section IV.C at the Hospital, and if MDC previously disbursed incentive funds pursuant to Section IV that have not been previously repaid to MDC, then Company, as its sole obligation with respect to such failure, shall repay to MDC the amount of Twenty-Nine Thousand and No/100 Dollars (\$29,000.00) for each veterinarian Full-Time Job, and Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) for each office manager or hospital manager Full-Time Job that Company failed to maintain. Company shall be required to repay the amounts referenced in this Section within sixty (60) days following its receipt of written notice from MDC describing Company's default and demanding repayment. Furthermore, MDC shall be relieved of its obligation to provide further incentive funds until such time that Company remedies its default and certifies its compliance in writing to MDC.
- C. If Company is in default of this Agreement due to its failure to invest in and maintain total Capital/Property Investments of \$4,000,000.00 at the Hospital as of December 31, 2029 in accordance with Section III.A, and if MDC previously disbursed incentive funds pursuant to Section IV that have not been previously repaid to MDC, then MDC shall have the right to require that Company repay an amount not to exceed one-third (1/3) of all previously disbursed incentive funds paid to Company as of the date MDC sends written notice to

Company of such default. The determination as to a final repayment amount that Company must make to MDC following Company's default under this Section shall be in the sole and absolute discretion of MDC's Chairman. Company shall be required to repay such amount within sixty (60) days following its receipt of written notice from MDC describing Company's default and demanding repayment. Furthermore, MDC shall be relieved of its obligation to provide further incentive funds until such time as Company remedies its default and certifies its compliance in writing to MDC.

- D. If Company is in default of this Agreement due to its failure to create and maintain the Full-Time Jobs in accordance with the phase schedule contained in Section III.B, and if MDC previously disbursed incentive funds pursuant to Section IV that have not been previously repaid to MDC, then MDC shall have the right to require that Company repay an amount not to exceed one-third (1/3) of all previously disbursed incentive funds paid to Company as of the date MDC sends written notice to Company of such default. The determination as to a final repayment amount that Company must make to MDC following Company's default under this Section shall be in the sole and absolute discretion of MDC's Chairman. Company shall be required to repay such amount within sixty (60) days following its receipt of written notice from MDC describing Company's default and demanding repayment. Furthermore, MDC shall be relieved of its obligation to provide further incentive funds until such time as Company remedies its default and certifies its compliance in writing to MDC. For purposes of this Section V.D., to the extent that any amounts have been actually repaid by the Company pursuant to Section V.B. above, then the associated employee shall be deemed for purposes of calculations under this Section V.D. only to remain employed.
- E. If Company is in default of this Agreement due to its failure to commence or complete the construction of the Hospital pursuant to Section III.C, then MDC shall be entitled to terminate this Agreement in accordance with Section X.E below.
- F. The parties agree that if Company defaults in its performance of this Agreement, MDC shall be entitled to the remedies referenced in this Agreement, but, notwithstanding anything herein to the contrary, in no event will the Company's obligations to MDC hereunder in the event of a default exceed the amount of the incentive payments actually paid to the Company in connection herewith.

## **VI. Cure Period**

In lieu of exercising the right and remedies contained in Section V after MDC gives Company written notice of its default as set forth in this Agreement, MDC may, in its sole and absolute discretion, elect to allow Company a period not less than thirty (30) days, but not to exceed sixty (60) days to cure any such default. Any such election by MDC to allow Company to cure such a default shall in no way be construed as, or shall operate as, a waiver of any of MDC's rights contained in this Agreement.

## **VII. Term**

Upon execution by all of the parties, this Agreement becomes effective on the Effective Date and shall terminate on December 31, 2035, or when terminated by mutual agreement of the parties, or when terminated as set forth in Section X.E.

## **VIII. Law**

The parties acknowledge and agree that the incentive funds provided to Company under this Agreement shall be utilized solely for purposes authorized under this Agreement and Chapter 501 of the Texas Local Government Code, as applicable.

## **IX. Special Conditions**

- A. **Total Financial Commitment.** Notwithstanding any other provision hereof that may be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) in the aggregate.
- B. **Certifications.** Company agrees to the following certification requirements:
1. As to the certifications required in Section III.B., Company shall provide reasonable evidence or supporting documentation. Documentation for employment numbers may be in the form of Texas Workforce Commission Employer Quarterly Reports, or certified employee rosters that show the hours worked and positions filled, or such other reports as may be agreed upon by MDC and Company. Upon request, MDC may review Company's Texas Workforce Commission Employer Quarterly Reports in Midland, Texas, but may not copy or retain a copy of said reports.
  2. Company shall allow MDC reasonable access to the Hospital, for purpose of determining Company's compliance with the employment certifications given by Company, provided that such access shall be (i) with prior written notice; (ii) accompanied by representatives of Company; and (iii) during normal business hours.
  3. When requested in writing by MDC to do so, Company will provide a notarized statement in a form acceptable to MDC that, to Company's knowledge, Company is in compliance with each applicable term of this Agreement.

4. All certifications required under this Agreement shall be signed and sworn to by Company's chief executive officer or chief financial officer (or equivalents thereof) before a notary and shall contain an appropriate jurat and a statement that the information contained in the certification is true and correct.
5. Company shall maintain, during the term of this Agreement and for a period of three (3) years following expiration of the term, all records necessary to confirm that the Company is capable of meeting its obligations under this Agreement and that the Company has met its obligations under this Agreement relating to Full-Time Jobs and Capital/Property Investment, including such records maintained by an Affiliate and including (as appropriate): (i) all payroll records and daily time sheets and other records of personnel utilization on work activities at the Hospital (including records on an hourly basis for personnel); (ii) invoices for materials and equipment; (iii) drawings, specifications, schedules, instructions, receipts; and (iv) agreements, subcontracts and purchase orders relating to the Capital/Property Investments. Upon reasonable advance-written notice, Company shall, subject to confidentiality and privacy obligations, make all such documents available to MDC for inspection, audit and copying, regardless of whether a dispute is then pending between the parties. Access shall be provided to MDC and/or the accounting firm designated by MDC to perform such review during normal business hours in an adequate workspace. Upon receipt of a written request made by MDC, Company shall reimburse all reasonable costs incurred by MDC relating to the inspection, audit and copying of said documents.

C. **Covenants.** Company makes the following covenants to MDC and agrees that in the event of failure of Company to comply with such covenants, the breach of any one of which shall constitute an event of default, MDC may terminate this Agreement, at its sole and absolute discretion:

1. Company is a legal entity duly organized, validly existing and in good standing and is duly authorized to do business in the State of Texas.
2. The execution of this Agreement has been duly authorized by Company's board of managers or other governing body, or by officers empowered to execute such agreements and bind Company, and is not in contravention of the provisions of Company's articles of incorporation or bylaws, or of any agreement or instrument to which Company is a party to or by which it may be bound, the breach of which would have a material, adverse effect on Company and its operations.
3. There are no bankruptcy proceedings currently pending by or against Company.
4. None of Company's assets are subject to any material lien, security interest or other encumbrance, except as reflected in writing and furnished to MDC prior to the Effective Date.
5. No certificate or statement delivered or to be delivered by Company to MDC under this Agreement or in connection with any transaction contemplated hereby contains any

untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading in any material respect by reason of any omission.

D. **Suspension.** MDC, under the following circumstances and at its sole discretion, may terminate this Agreement:

1. The insolvency of Company. "Insolvency" shall have the meaning set forth in federal bankruptcy law.
2. The appointment of a receiver of Company, or of all or any substantial part of their property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
3. The adjudication of Company as bankrupt, the filing by Company of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against Company in any bankruptcy or reorganization proceeding.
4. Company's failure to complete construction of the Hospital pursuant to Section III.C.

E. **Additional Covenants.** If Company should fail to comply with any of the following provisions, and such failure continues for sixty (60) days following written notice to Company (each, an event of default), MDC may terminate this Agreement.

1. Company, or any affiliate of, or successor to Company, shall continue its fulltime commercial operations in accordance with Company's obligations set forth in this Agreement at all times during the period of this Agreement.
2. Company shall pay, or cause to be paid, before delinquent all ad valorem taxes assessed against its Capital/Property Investments owed to the taxing authorities having jurisdiction, as may be set forth in the Sublease. In addition, Company shall pay before delinquent all employment, income, franchise and all other taxes to all local, state and federal entities.
3. Company shall, on a yearly basis during the term of this Agreement and upon written request from MDC, provide MDC with tax certificates from Midland Central Appraisal District demonstrating that all taxes on the Hospital and the Capital/Property Investments have been paid in full to the current tax year.
4. Company shall obtain and maintain all necessary rights, licenses, and permits to carry on its Business.
5. Company agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply in all material respects with all Civil Rights Acts and

specifically will not discriminate against any person on the basis of race, color, national origin, religion, age, sex or by reason of being disabled.

6. Company agrees that it shall comply with Texas Government Code Section 2264.001 *et seq.*, as amended.

F. **Interpretation of Terms & Obligations.** The parties acknowledge and agree that the canon of construction that “any ambiguities are to be construed against the drafter” shall not be employed in the interpretation of this Agreement. Notwithstanding any other provision contained herein to the contrary, the parties agree that in the event that there is a dispute regarding whether a particular item falls within the definition of “Full-Time Job” or Capital/Property Investment, MDC shall make such determination in its good faith and reasonable discretion, and such determination shall be final and binding on Company.

## X.

### General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement shall not be modified or amended without a written agreement of the parties.

B. **Legal Relationships.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other and no party shall have the power to bind or obligate another, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and Company. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a pecuniary interest or an equal right of control that would give rise to vicarious liability.

C. **No Third-Party Beneficiary.** The parties’ approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity that is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

D. **Independent Contractor.** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that Company shall have exclusive control of and the exclusive right to control the details of the obligations performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between MDC and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and Company. No person

performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of MDC. Company shall be an independent contractor under this Agreement and shall assume all rights, obligations and liabilities applicable to it as an independent contractor. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

- E. **Termination.** This Agreement may be terminated by mutual agreement of the parties or by any party upon the failure of another party to fulfill an obligation as set forth herein and such default is not cured within thirty (30) days after written notice from the other party reasonably specifying such default, or such longer period as may be reasonably necessary so long as such party has commenced the cure within such 30-day period, and thereafter diligently pursues such cure. Notwithstanding the foregoing or any contrary provision contained herein, if Company fails to commence or complete construction of the Hospital pursuant to Section III.C, MDC may elect to terminate this Agreement immediately and at no cost to MDC upon delivery of written notice to Company.
- F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement, and of the signature pages, by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail (i.e., .pdf format) shall be deemed to be original signatures for any purpose(s) whatsoever.
- G. **Governing Law & Venue.** The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payments made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The sole, exclusive, and mandatory venue for any claims, suits, disputes or any other action arising from, relating to or concerning in any way this Agreement or the performance of this Agreement shall be in Midland County, Texas.
- H. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. **Law.** This Agreement is subject to all applicable municipal, county, state and federal laws, regulations, orders and rules and Company agrees that it will comply in all material respects

with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. As used in this Agreement, the phrase “applicable law” is deemed to include the foregoing.

- J. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by a party without the prior written consent of the other party.

## XI. Miscellaneous

- A. **Certification Regarding Undocumented Workers:** Company certifies that it and its Affiliates do not and will not knowingly employ an Undocumented Worker, as defined below, during the term of this Agreement, “Undocumented Worker” shall mean an individual who, at any time during employment, is not (i) lawfully admitted for permanent residence to the United States or (ii) otherwise authorized under applicable law to be employed, on any basis or under any program in the United States. Company shall immediately notify MDC if (i) Company becomes aware of it or its Affiliate employs or has employed an Undocumented Worker, (ii) Company becomes aware or receives notice that it or its Affiliated is alleged to have employed an Undocumented Worker, or (iii) Company or its Affiliate is convicted of a violation under the following paragraph.

If during the term of this Agreement, Company or any of its Affiliates knowingly employ any Undocumented Worker and is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall forfeit its claim to any incentives owed to it by MDC under this Agreement and MDC shall be fully and completely discharged from any and all obligations due hereunder.

- B. **Severability.** If any provision of this Agreement is held invalid or otherwise unenforceable by any court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect. Any provision of this Agreement held invalid or otherwise unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- C. **Notices.** All notices permitted or required hereunder shall be in writing, signed by the party giving such notice and delivered either (i) personally; (ii) by certified mail, return receipt requested, postage prepaid addressed to the party at the address listed below; (iii) delivered by a nationally recognized courier service; or (iv) via email or fax, provided that concurrent notice is delivered by any other approved method of delivery outlined in subsections (i) – (iii) above. Notices under this Section will be deemed effective if sent to the party or person identified below:

*If to MDC:*

Midland Development Corp.  
Attn: MDC Chairman  
Attn: Executive Director  
200 N. Loraine St., Suite 610  
Midland, Texas 79701

*If to Company:*

Midland 2025 MSO LLC  
Attn: Breeanon James  
3404 E FM 700  
Big Spring, Texas 79720

*With Copy To:*

City Attorney's Office  
City Hall  
300 Loraine St., Suite 320  
Midland, Texas 79701

*With Copy To:*

Brandon Hurwitz  
9005 Longmont Dr  
Dallas, Texas 75238

- D. Paragraph Headings.** The section headings inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement or any provisions hereof, or in any way affect the interpretation of this Agreement.
- E. Binding Effect.** This Agreement shall inure to the benefit of, and shall be legally binding upon, the parties hereto and their respective heirs, successors, assigns and legal representatives.
- F. Findings Incorporated.** The recitals are hereby incorporated into the body of this Agreement for all rights and purposes, and shall be considered part of the mutual covenants, consideration and promises that bind the parties in the same manner as the material terms and provisions hereof.
- G. Waiver of Attorney Fees.** **BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THAT COMPANY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT IN THE EVENT THAT COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING AGAINST MDC RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED). COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY ACKNOWLEDGES THAT COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

- H. Amendment.** This Agreement may only be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement. No amendment shall be effective unless approved by the MDC Board of Directors and the Midland City Council.
- I. Release.** COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S BOARD MEMBERS, ATTORNEYS, EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, MDC'S NEGLIGENCE, EXCEPT FOR THE OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.
- J. Consideration.** MDC and Company hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.
- K. Governmental Immunity.** By executing this Agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**
- L. Governmental Function.** MDC AND COMPANY HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL

**FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, COMPANY RELEASES MDC FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. MDC AND COMPANY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.**

**M. No Disparity of Bargaining Position.** MDC and Company agree that there was no disparity of bargaining power between the parties in the negotiation and execution of this Agreement. MDC and Company acknowledge and agree that they were represented by legal counsel or had the opportunity to be so represented. MDC and Company acknowledge and agree that they have read and understood the entire Agreement prior to its execution. MDC and Company acknowledge and agree that there were numerous compromises and concessions made by the parties resulting in the agreed-upon terms of this Agreement.

**N. Notice of Alleged Breach; Statutory Prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or its legal representatives shall give the MDC Chairman notice in writing (consisting of one (1) original and two (2) copies of such notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claims. Failure to so notify MDC within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to Company that its notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Texas law. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages regardless of whether MDC has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this Section are reasonable.

**O. Approval Required.** This Agreement shall not become effective until approved by the Midland City Council.

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TIME IS OF THE ESSENCE WITH REGARDS TO ALL DEADLINES IN THIS AGREEMENT.**

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, MDC and Company have executed this Agreement as of the Effective Date.

**MIDLAND DEVELOPMENT  
CORPORATION**

---

Brad Bullock, Chairman

ATTEST:

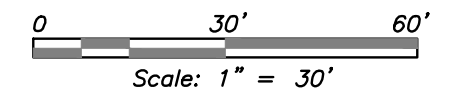
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Garrett Donnelly, Secretary



# ALTA/NSPS (2021) LAND TITLE SURVEY OF A 1.131-ACRE TRACT OF LAND AND A 1.055-ACRE TRACT OF LAND IN SECTION 48, BLOCK 40, T-1-S T&P RR. CO. SURVEY, ABSTRACT NO. 830 MIDLAND COUNTY, TEXAS

PROJECT TRACT INSTRUMENT NO. 2023-0001, OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS



## NOTES REGARDING TITLE COMMITMENT:

The following items appear in Schedule B of a commitment for title insurance issued by West Texas Abstract and Title Company, GF No. WTA-800-48802529283-MR, Effective Date: July 20, 2025, 8:00 a.m., Issued: July 25, 2025, 8:00 a.m.

Restrictive Covenants: Clerk's File No. 2023-9416, Real Property Records, Midland County, Texas.

Easements & other matters:

- Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Poka-Lambro Telephone Cooperative, Inc.  
Purpose: As provided in said document  
Recording Date: April 18, 1992  
Recording No: Volume 1119, Page 131, Real Property Records, Midland County, Texas  
- DOES AFFECT AS SHOWN HEREON.

- Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Midland, Texas  
Purpose: As provided in said document  
Recording Date: October 28, 2020  
Recording No: under Clerk's File No. 2020-32264, Real Property Records, Midland County, Texas  
- DOES AFFECT AS SHOWN HEREON.

- Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Mid Partners, LTD  
Purpose: As provided in said document Recording Date: April 27, 2023  
Recording No: under Clerk's File No. 2023-9752, Real Property Records, Midland County, Texas  
- THE 0.134-ACRE ACCESS EASEMENT DOES NOT AFFECT, NOT SHOWN HEREON.

- Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Kent Distributors, Inc.  
Purpose: As provided in said document Recording Date: May 24, 2024  
Recording No: under Clerk's File No. 2024-11762, Real Property Records, Midland County, Texas  
- DOES AFFECT AS SHOWN HEREON.

- Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: April 24, 2023  
Recording No: under Clerk's File No. 2023-9416, Real Property Records, Midland County, Texas Liens and charges as set forth in the above mentioned declaration,  
Payable to: Westridge Village Owners' Association  
- NOT ADDRESSED HEREON.

- Matters contained in that certain document

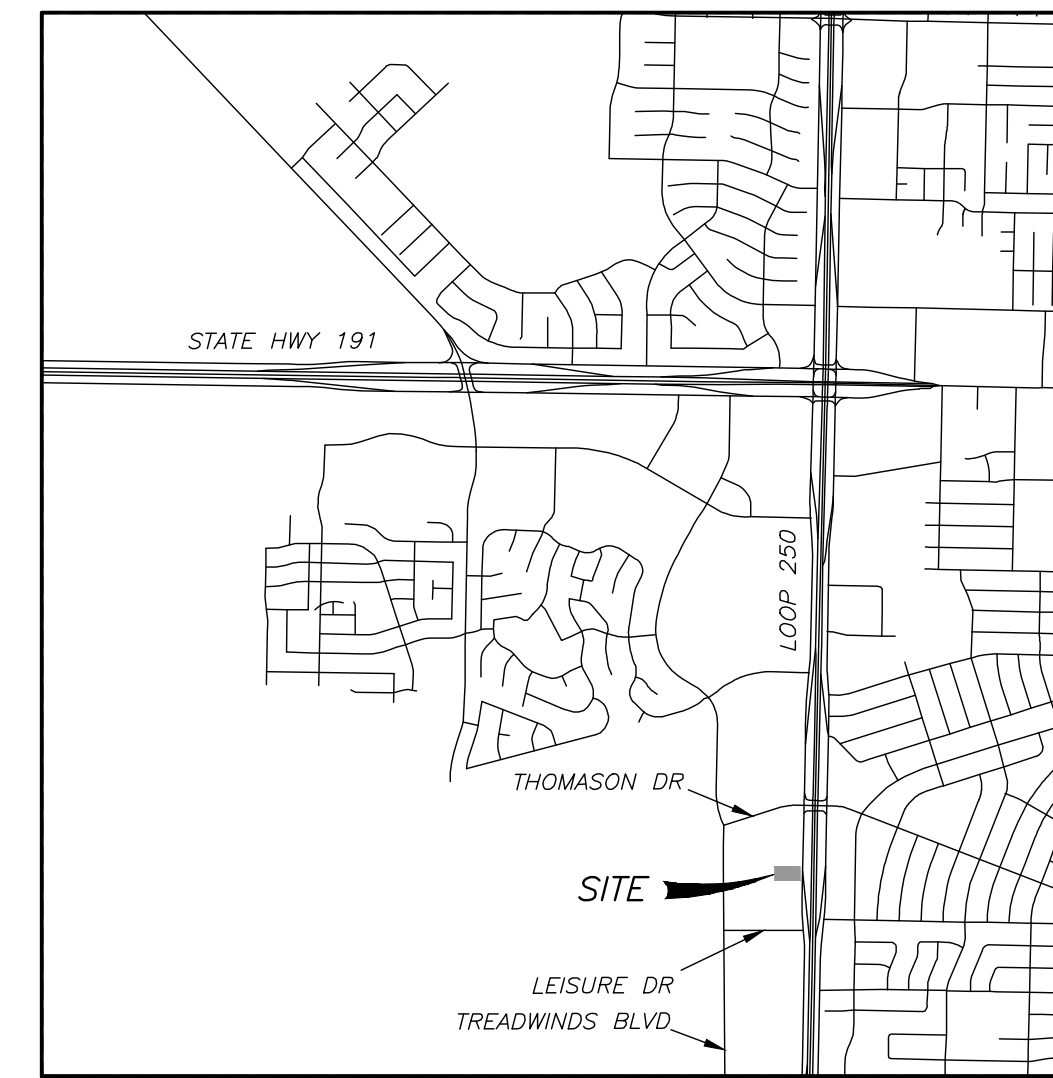
Entitled: Memorandum of Option Agreement  
Dated: May 23, 2024  
Executed by: Kent Distributors and Westridge Village, LP  
Recording Date: May 24, 2024  
Recording No: under Clerk's File No. 2024-11763, Real Property Records, Midland County, Texas  
Reference is hereby made to said document for full particulars.  
- NOT ADDRESSED HEREON.

## FLOOD ZONE INFORMATION

Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 481239, Sheet Number 4832900182F, revised September 16, 2005, the surveyed property is not located in a special flood hazard area. According to the map the current flood zone classification for the surveyed property is Zone X.

## LEGEND:

●	Set 1/2" iron rod with a cap marked "PARKHILL RPLS 6889"	---	Tract Limits Boundary
○	Found 1/2" iron rod with a cap marked "RPLS 6832"	---	Adjoiner Tract/Lot Line
△	Calculated Point	- - - - -	Proposed Easement
■	Found TxDOT concrete monument	- - - - -	Existing Easement
◆	Benchmark ("X" mark on concrete)	---	Curb And Gutter
⊕	Electric Light Pole	---	Fence Pipe Rail
⊗	Electric Power Pole	---	Fence Wrought Iron
⊖	Sign	---	Topographic Contour Major
⊙	Sanitary Sewer Manhole	---	Topographic Contour Minor
(Brg. Dist.)	= Record Call	---	Fiber Optic Underground (as marked on ground)
M.C.O.P.R. =	Midland County Official Public Records	---	Communications Underground (as marked on ground)
M.C.D.R. =	Midland County Deed Records	---	Gas Line Underground (as marked on ground)
		---	Power Overhead



VICINITY MAP (NOT TO SCALE)

## 1.055-ACRE TRACT METES & BOUNDS DESCRIPTION:

A 1.055-acre tract in Section 48, Block 40, T-1-S, T&P RR. Co. Survey, Abstract No. 830, Midland County, Texas and being a portion of that certain 37.65-acre tract conveyed to Westridge Village LP described in a special warranty deed recorded in Instrument No. 2019-19221 of the Official Public Records of Midland County, Texas and being that certain proposed Lot 5, Block 48, Westridge Park Addition, said 1.055-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on July 30, 2025:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the west line of Loop 250 and the east line of said 37.65-acre tract, at the northeast corner of Lot 1, Block 48, Westridge Park Addition, Section 51, to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Instrument No. 2023-23841 of said Official Public Records, for the southwest corner hereof, said beginning point having coordinates of NORTHING: 10,688,089.59 and EASTING: 1,733,751.49, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the northeast corner of said Section 48 as described in said Instrument No. 2019-19221 bears North 04 degrees 21 minutes 30 seconds West a distance of 1858.88 feet and 1x40T concrete monument found in the west line of said Loop 250 at a corner of said Lot 1 bears South 14 degrees 23 minutes 56 seconds East a distance of 542.59 feet;

(1) THENCE South 75 degrees 09 minutes 23 seconds West a distance of 229.00 feet crossing said 37.65-acre tract along the north line of said Lot 1 to a point for the southeast corner of that certain proposed Lot 4, Block 48, Westridge Park Addition and the southwest corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set at the northwest corner of said Lot 1, for the southwest corner of said proposed Lot 4 bears South 75 degrees 09 minutes 23 seconds West a distance of 246.29 feet;

(2) THENCE North 14 degrees 50 minutes 08 seconds West a distance of 200.00 feet crossing said 37.65-acre tract along the east line of said proposed Lot 4 to a point for the northeast corner of said proposed Lot 4 and the northwest corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the northeast corner of said proposed Lot 4 bears South 75 degrees 09 minutes 23 seconds West a distance of 246.29 feet;

(3) THENCE North 75 degrees 09 minutes 23 seconds East a distance of 230.52 feet crossing said 37.65-acre tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the west line of said Loop 250 and the east line of said 37.65-acre tract, for the northeast corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "RPLS 6832" found in the west line of said Loop 250 and the east line of said 37.65-acre tract bears North 14 degrees 23 minutes 56 seconds West a distance of 282.62 feet;

(4) THENCE South 14 degrees 23 minutes 56 seconds East a distance of 200.01 feet along the west line of said Loop 250 and the east line of said 37.65-acre tract to the POINT OF BEGINNING containing 1.055 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may not be disclosed on the provided title commitment documents received. Record documents other than those described hereon may affect this tract.

## 1.131-ACRE TRACT METES & BOUNDS DESCRIPTION:

A 1.131-acre tract in Section 48, Block 40, T-1-S, T&P RR. Co. Survey, Abstract No. 830, Midland County, Texas and being a portion of that certain 37.65-acre tract conveyed to Westridge Village LP described in a special warranty deed recorded in Instrument No. 2019-19221 of the Official Public Records of Midland County, Texas and being that certain proposed Lot 4, Block 48, Westridge Park Addition; said 1.131-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on July 30, 2025:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set at the northwest corner of said Lot 1, Block 48, Westridge Park Addition, Section 51, to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Instrument No. 2023-23841 of said Official Public Records, for the southwest corner hereof, said beginning point having coordinates of NORTHING: 10,687,967.82 and EASTING: 1,733,292.07, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the northeast corner of said Section 48 as described in said Instrument No. 2019-19221 bears North 75 degrees 09 minutes 23 seconds East a distance of 475.29 feet and North 04 degrees 21 minutes 30 seconds West a distance of 1858.88 feet;

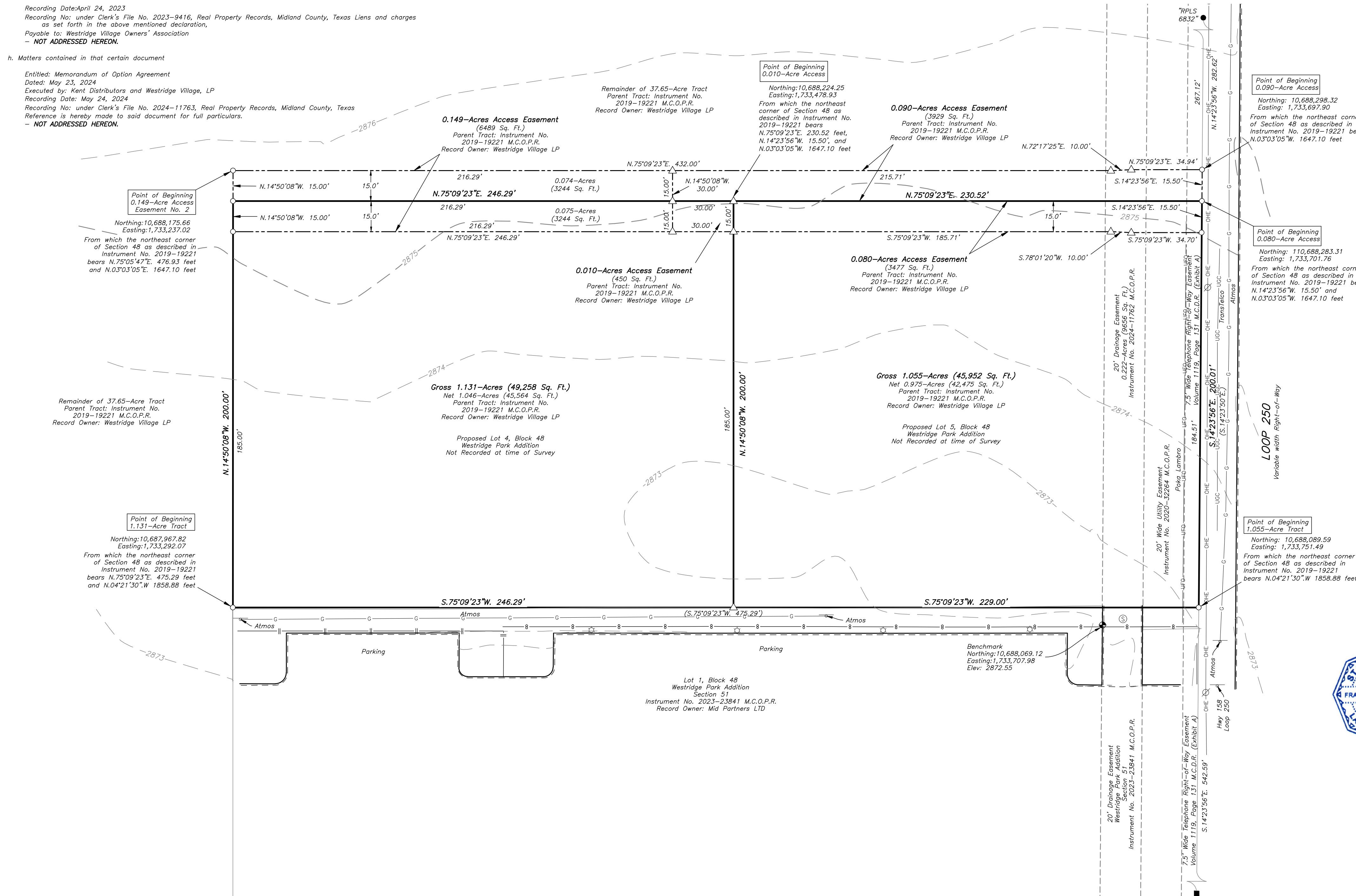
(1) THENCE North 14 degrees 50 minutes 08 seconds West a distance of 200.00 feet crossing said 37.65-acre tract along the north line of said Lot 1 to the POINT OF BEGINNING containing 1.131 acres of land, more or less, and as shown on certified plat herewith;

(2) THENCE North 75 degrees 09 minutes 23 seconds East a distance of 246.29 feet crossing said 37.65-acre tract along the north line of said proposed Lot 5 to a point in the north line of said Lot 1, for the southwest corner of said proposed Lot 5 and the southeast corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the west line of said Loop 250 and the east line of said 37.65-acre tract, at the northeast corner of said Lot 1, for the southeast corner of said proposed Lot 5 bears North 75 degrees 09 minutes 23 seconds East a distance of 229.00 feet;

(3) THENCE South 14 degrees 50 minutes 08 seconds East a distance of 200.00 feet crossing said 37.65-acre tract along the west line of said proposed Lot 5 to a point in the north line of said Lot 1, for the southwest corner of said proposed Lot 5 and the southeast corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the west line of said Loop 250 and the east line of said 37.65-acre tract, at the northeast corner of said Lot 1, for the southeast corner of said proposed Lot 5 bears North 75 degrees 09 minutes 23 seconds East a distance of 229.00 feet;

(4) THENCE South 75 degrees 09 minutes 23 seconds West a distance of 246.29 feet crossing said 37.65-acre tract along the north line of said Lot 1 to the POINT OF BEGINNING containing 1.131 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may not be disclosed on the provided title commitment documents received. Record documents other than those described hereon may affect this tract.



## SURVEYOR'S REPORT:

- Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, NAD83.  
Convergence Angle: -0°56'09.93"  
Combined Scale Factor: 0.99989260.
- Distances reported hereon are at grid.
- Areas reported hereon are based on calculations made from grid distances.
- This survey is subject to any facts which may not be disclosed on the provided title commitment documents received. Record documents other than those described hereon may affect this tract. There may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
- Location of underground utilities are determined from surface evidence and/or reported location and may or may not correctly indicate the actual location or existence of those utilities. Utility requests were not made to Texas 811. Additional utilities may exist which this survey does not indicate.
- This plat is invalid unless it bears the surveyor's original seal and signature.
- A metes and bounds description is included on this plat.
- There was no known physical address for the subject tract found or provided during the course of this survey.
- These subject tracts combined contain 95,210 square feet or 2.166-acres, more or less.
- There were no zoning classification, setback requirements, height and floor space area restrictions, or parking requirements provided by the client or the client's representative before or during the course of this survey.
- There were no buildings on the subject tract observed during the field survey site visit.
- There were no parking spaces on the subject tract observed during the field survey site visit.
- There was no earth moving work or building construction on the subject tract observed during the field survey site visit.
- There was no evidence of recent street or sidewalk construction or repairs on the subject tract observed during the field survey site visit. There were no known changes in street right of way lines on the subject tract provided during the course of this survey.
- Selling or conveying this tract by metes and bounds without a final approved plat through the City of Midland may be a violation of City Code: Chapter 11-2-1(E) which read "Except as provided above [See Chapter 11-2-1(E)(2)], no land shall be sold or transferred until the property owner has obtained approval of a final plat from the director, the commission or the City Council as required by these regulations."
- The September 8, 2025 revision was made to adjust one easement into 2 easements called Easement No. 1 and Easement No. 2.
- The September 9, 2025 revision was to adjust the acreage and configuration of the proposed Easement No. 1 to 0.149-acres and Easement No. 2 to 0.080-acres.
- The October 7, 2025 revision was to divide the 2.166-acre tract into two parcels (a 1.131-acre tract and a 1.055-acre tract) and add the 0.090-acre easement, the 0.080-acre easement, and the 0.010-acre easement.

To: Westridge Village, a Texas Limited Partnership, LP and West Texas Abstract and Title Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 minimum standards detail requirements for ALTA/NSPS Land Title surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16, 17, 18, and 19 of Table A thereof. The Network was completed on July 30, 2025.

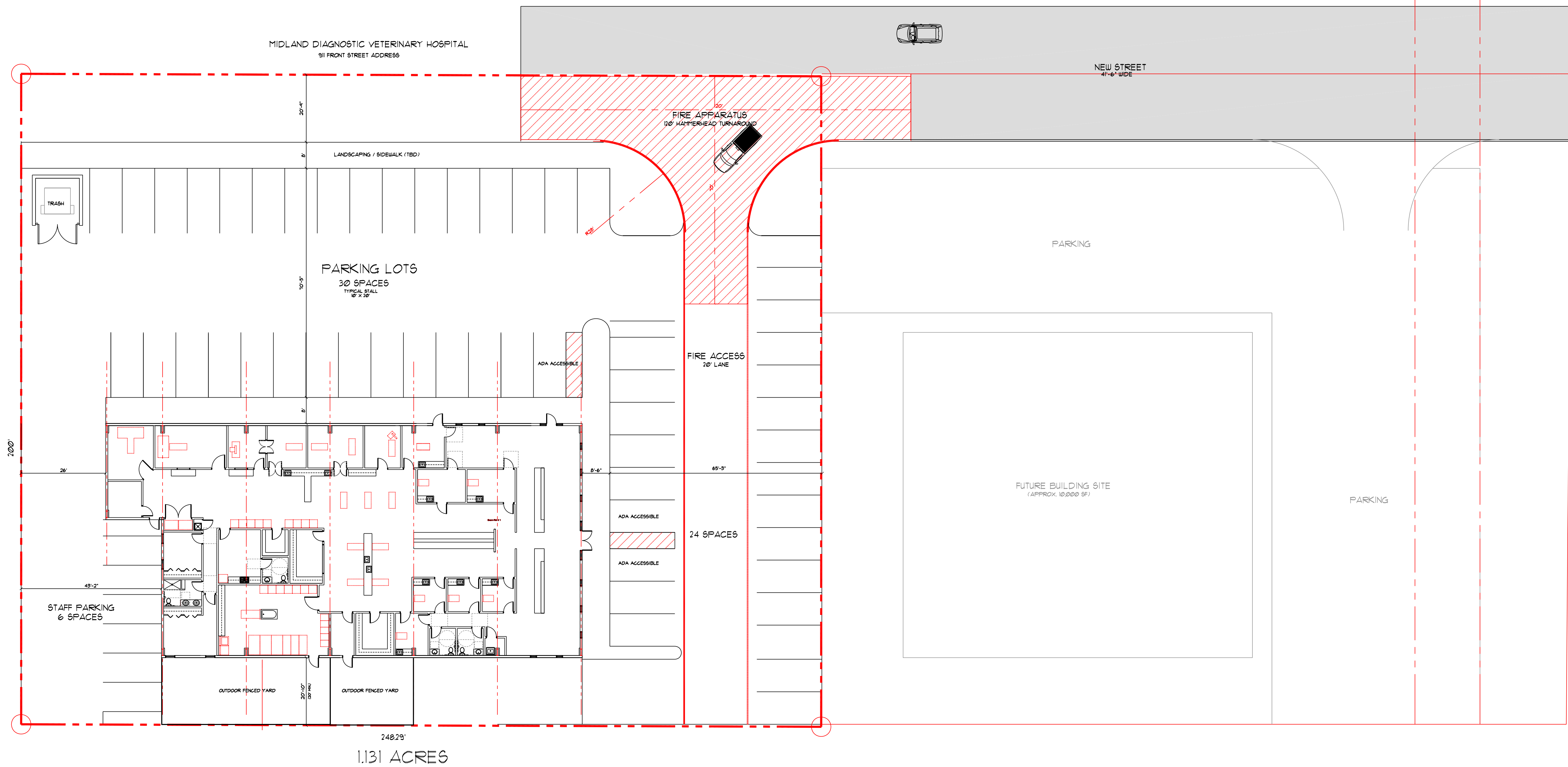


Aug. 22, 2025  
Revised Sept. 8, 2025  
Revised Sept. 9, 2025  
Revised Oct. 7, 2025  
Date  
Franklin Lemons  
R.P.L.S. 6889

# Parkhill

Parkhill.com

TOP L S B R M R O I S T R I C T I O N O O . 1 0 1 4 0 0 1



MIDLAND DIAGNOSTIC VETERINARY HOSPITAL  
911 FRONT STREET ADDRESS

NEW STREET  
41'-6" WIDE

FIRE APPARATUS  
100' HAMMER-HEAD TURNTABLE

LANDSCAPING / SIDEWALK (TBD)

PARKING LOTS  
30 SPACES  
TYPICAL STALL  
10' X 20'

PARKING

FIRE ACCESS  
20' LANE

FUTURE BUILDING SITE  
(APPROX. 10,000 SF)

PARKING

24 SPACES

STAFF PARKING  
6 SPACES

OUTDOOR FENCED YARD

OUTDOOR FENCED YARD

248.29'  
1.131 ACRES

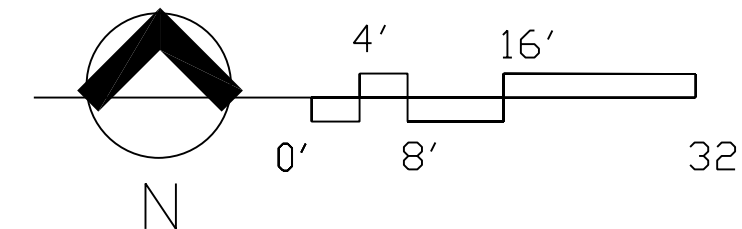
STANLEY G. LOVE ARCHITECT  
551 Diamond Point Dr.  
Oak Point, Texas 75068  
(940) 268-8713  
stan.love@aia.com

MIDLAND DIAGNOSTIC  
VETERINARY HOSPITAL  
422-445 S. LOOP 250 W MIDLAND, TEXAS

LOOP 250 S.

LARGER SITE

SCALE: 1/16" = 1'-0" (24" X 36")



A1

3/19/2026 PD





Midland Diagnostic Veterinary Hospital





# Income Statement

**MIDLAND DEVELOPMENT CORPORATION**  
**INCOME STATEMENT FOR THE 5 MONTHS ENDED**  
**February 28, 2026**

	Feb-26	YTD	Budgeted Amount
<b>Revenue</b>	<b>\$2,163,343.27</b>	<b>\$5,658,692.22</b>	<b>\$16,195,908.00</b>
40100 - State Sales Tax	\$1,996,561.10	\$4,846,041.59	\$15,000,000.00
43000 - Interest	\$0.00	\$30,700.00	\$0.00
43010 - Interest - Nonpooled Invest	\$63,681.84	\$263,843.57	\$0.00
46190 - Miscellaneous Rentals	\$103,100.33	\$515,501.65	\$1,195,908.00
48480 - Reimbursement of Budget Expenses	\$0.00	\$2,605.41	\$0.00
<b>4235150 - Midland Dvlpmt Corp Revenue</b>	<b>\$2,163,343.27</b>	<b>\$5,658,692.22</b>	<b>\$16,195,908.00</b>

<b>Expense</b>	<b>\$147,265.95</b>	<b>\$2,767,352.65</b>	<b>\$16,195,908.00</b>
51010 - Base Salary	\$34,937.63	\$178,277.14	\$509,886.00
51090 - Fica MDC Portion	\$2,690.46	\$13,255.83	\$41,810.00
51110 - Health Insurance	\$3,356.79	\$16,615.49	\$49,200.00
51135 - ACCE Profit Sharing	\$0.00	\$4,946.51	\$35,692.00
52010 - Office Supplies	\$810.90	\$2,620.53	\$9,940.00
52110 - Motor Vehicle Supplies	\$120.85	\$1,599.22	\$1,000.00
52115 - Minor Furniture & Fixtures	\$0.00	\$0.00	\$2,000.00
52155 - Minor Computer Hrdwre & Periph	\$261.35	\$66.51	\$5,000.00
52160 - Computer Software & Supplies	\$0.00	\$19,530.44	\$40,000.00
52620 - Postage	\$157.90	\$171.15	\$500.00
53010 - Communication	\$1,243.50	\$5,913.23	\$17,000.00
53030 - Light & Power	\$7.64	\$38.20	\$150.00
53110 - Insurance-External	\$684.00	\$111,932.40	\$150,000.00
53212 - Equipment Rental-External	\$334.98	\$1,949.88	\$5,000.00
53220 - Advertising	\$7,649.49	\$160,127.67	\$300,000.00
53370 - Grounds Maintenance	\$2,506.50	\$12,990.58	\$40,000.00
53405 - Software Maintenance	\$1,866.63	\$9,333.15	\$22,000.00
53440 - External Audit Fees	\$12,263.17	\$15,674.43	\$45,000.00
53450 - Consulting Fees	\$16,041.67	\$200,208.35	\$450,000.00
53510 - Travel & Entertainment	\$237.00	\$5,727.53	\$20,000.00
53520 - Dues & Subscriptions	\$1,109.99	\$9,575.07	\$20,000.00
53530 - Training,Registration Fees,Etc	\$0.00	\$2,015.00	\$10,000.00
53905 - Economic Development Incentive	\$0.00	\$15,000.00	\$905,101.00
53907 - Business Recruitment & Retentn	\$6,763.02	\$75,902.19	\$150,000.00
53909 - Prior Year Committed Incentives	\$2,112.00	\$1,399,630.17	\$11,061,187.00
53920 - Rent	\$6,256.76	\$31,283.80	\$73,128.00
54010 - Building Maintenance	\$1,198.75	\$11,525.07	\$50,000.00
55120 - Maint. - Instruments & Appara.	\$145.47	\$865.43	\$5,700.00
56188 - MOTRAN	\$0.00	\$71,250.00	\$142,500.00
56202 - General Fund Services	\$44,509.50	\$267,057.00	\$534,114.00
56995 - Project Non Capital - Promotions	\$0.00	\$122,270.68	\$1,500,000.00
<b>235235 - Midland Development Corp</b>	<b>\$147,265.95</b>	<b>\$2,767,352.65</b>	<b>\$16,195,908.00</b>

**February 2026 Net Income: \$2,016,077.32**

**Year-to-Date Net Income: \$2,891,339.57**

# Balance Sheet

MIDLAND DEVELOPMENT CORPORATION  
BALANCE SHEET FOR THE PERIOD ENDED  
February 28, 2026  
(Used for Internal Purposes Only)

ASSETS

Current Assets

Cash and cash equivalents	49,981,170	
Investments	694,191	
Sales tax receivable	-	
Prepaid expenses	134,721	
Accounts receivable	132,200	
	50,942,282	

Non-Current Assets

Capital Assets, net	26,432,611	
Forgivable Loans		
Made to Primary Government	-	
Made to Other	6,579	
Total Forgivable Loans	6,579	
		26,439,190

Total Assets \$ 77,381,473

LIABILITIES AND NET POSITION

Liabilities

Accounts payable	93,484	
Retainage Payable	-	
Capital Leases payable	1,250,866	
Commitments payable		
Due within one year	15,699,250	
Due in more than one year	50,407,481	
Total Commitments Payable	66,106,731	
		67,451,082

Net Position

Net investment in capital assets	26,432,611	
Restricted for Forgivable Loans	6,579	
Restricted for Capital Leases	1,250,866	
Promotions	2,764,794	
Unrestricted	(20,524,459)	
	9,930,392	

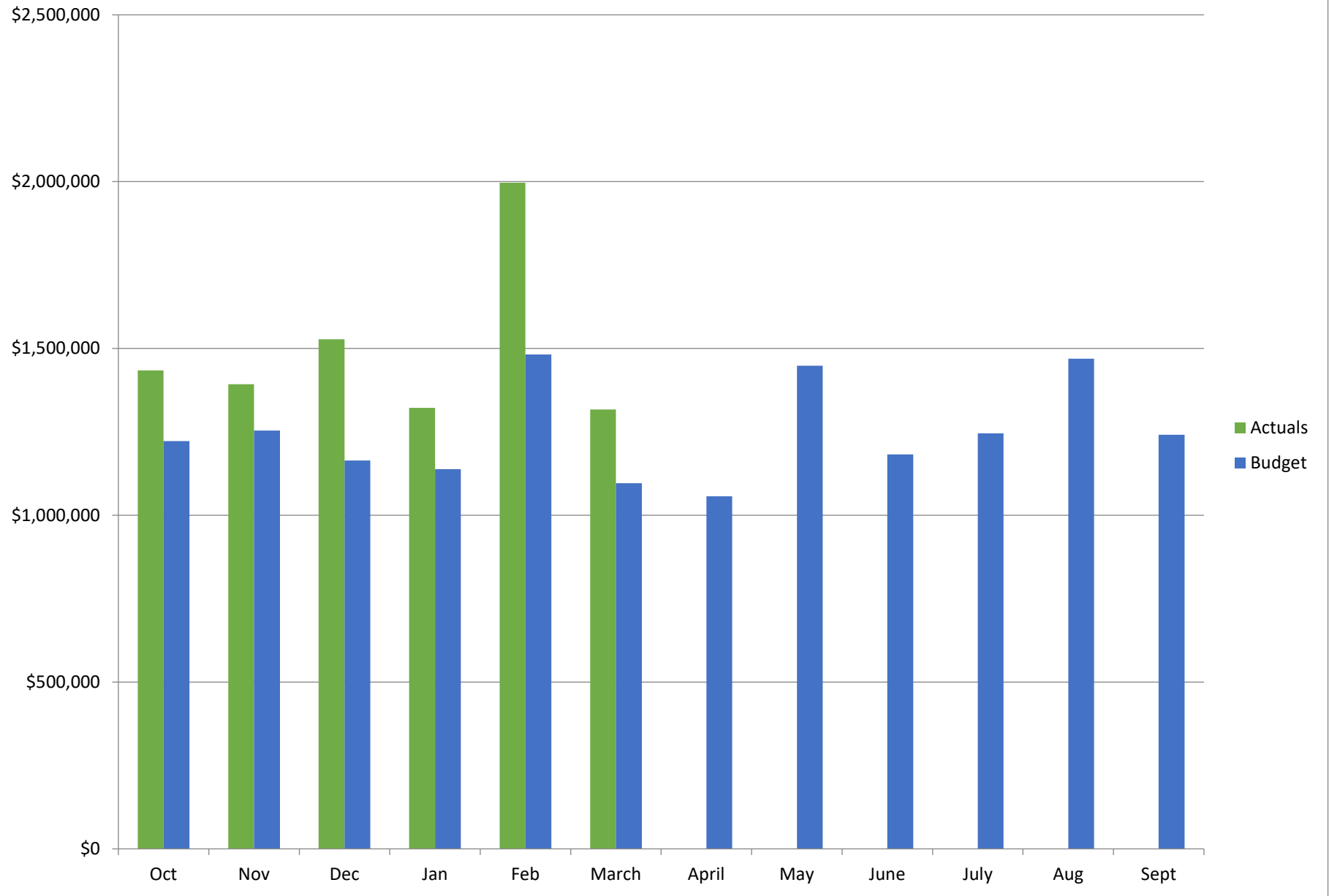
Total Liabilities and Net Position \$ 77,381,473

# Sales Tax Revenue

Sales Tax Variance

	2023-2024	2024-2025	% Change	2024-2025	2025-2026	% Change	YTD Change
<b>October</b>	\$1,376,937.05	\$1,339,067.34	-2.75%	\$1,339,067.34	\$1,434,576.23	7.13%	7.13%
<b>November</b>	\$1,526,083.42	\$1,439,817.92	-5.65%	\$1,439,817.92	\$1,393,146.01	-3.24%	1.76%
<b>December</b>	\$1,363,408.12	\$1,405,626.04	3.10%	\$1,405,626.04	\$1,527,711.02	8.69%	4.08%
<b>January</b>	\$1,290,650.15	\$1,352,302.16	4.78%	\$1,352,302.16	\$1,321,769.47	-2.26%	2.54%
<b>February</b>	\$1,673,418.77	\$1,662,116.28	-0.68%	\$1,662,116.28	\$1,996,561.10	20.12%	6.60%
<b>March</b>	\$1,191,145.36	\$1,349,307.23	13.28%	\$1,349,307.23	\$1,317,076.14	-2.39%	5.18%
<b>April</b>	\$1,226,873.37	\$1,253,723.43	2.19%	\$1,253,723.43			
<b>May</b>	\$1,474,708.24	\$1,711,737.58	16.07%	\$1,711,737.58			
<b>June</b>	\$1,350,292.64	\$1,276,629.36	-5.46%	\$1,276,629.36			
<b>July</b>	\$1,404,616.05	\$1,387,548.82	-1.22%	\$1,387,548.82			
<b>August</b>	\$1,598,380.46	\$1,557,782.82	-2.54%	\$1,557,782.82			
<b>September</b>	\$1,298,093.07	\$1,496,146.41	15.26%	\$1,496,146.41			
<b>Annual Total</b>	<b>\$16,774,606.70</b>	<b>\$17,231,805.39</b>	<b>2.73%</b>	<b>\$17,231,805.39</b>	<b>\$8,990,839.97</b>		

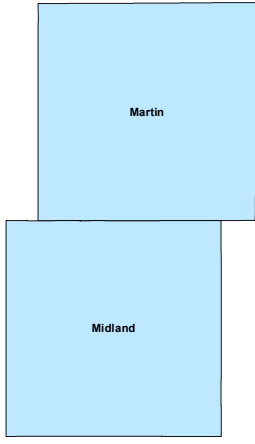
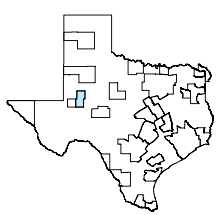
## Sales Tax Actuals vs Budget Estimates



# Activity Report

## Midland MSA

## January 2026



MSA Labor Force Statistics				
	Jan-26	Dec-25	Jan-25	Yearly Change
Civilian Labor Force	106,026	106,182	105,697	329
Employed	102,474	103,138	102,446	28
Unemployed	3,552	3,044	3,251	301
Unemployment Rate	3.4%	2.9%	3.1%	0.3%

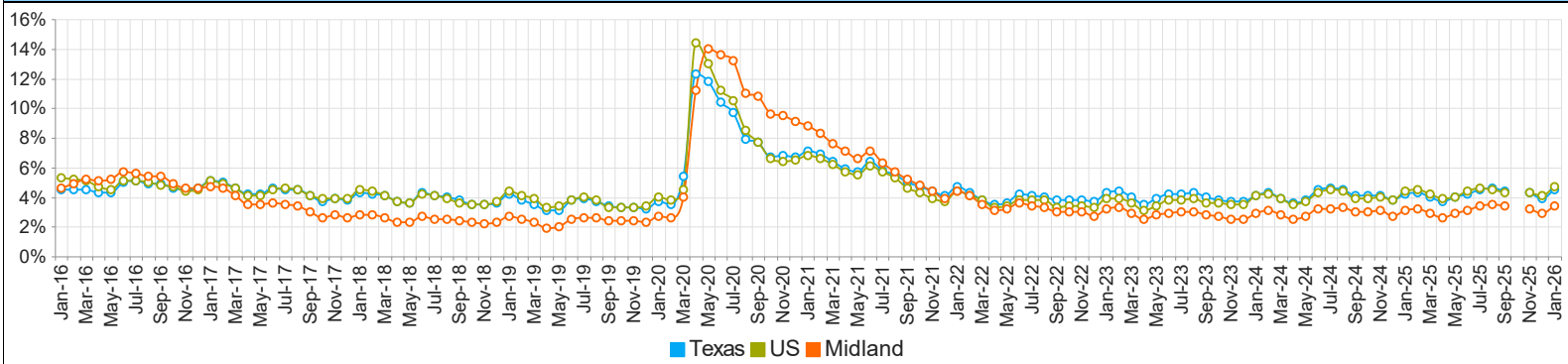
  

Texas Labor Force Statistics				
	Jan-26	Dec-25	Jan-25	Yearly Change
Civilian Labor Force	15,838,900	15,921,360	15,769,642	69,258
Employed	15,126,189	15,297,468	15,109,463	16,726
Unemployed	712,711	623,892	660,179	52,532
Unemployment Rate	4.5%	3.9%	4.2%	0.3%

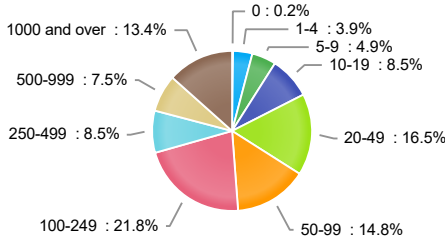
  

US Labor Force Statistics				
	Jan-26	Dec-25	Jan-25	Yearly Change
Civilian Labor Force	169,612,000	170,723,000	169,814,000	-202,000
Employed	161,670,000	163,720,000	162,347,000	-677,000
Unemployed	7,942,000	7,003,000	7,467,000	475,000
Unemployment Rate	4.7%	4.1%	4.4%	0.3%

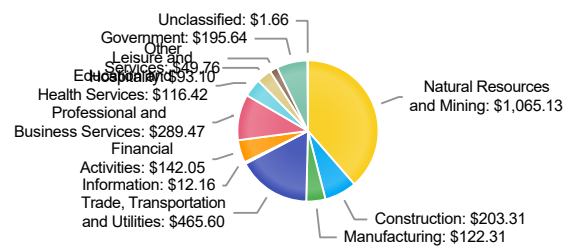
### Historical Unemployment Rates



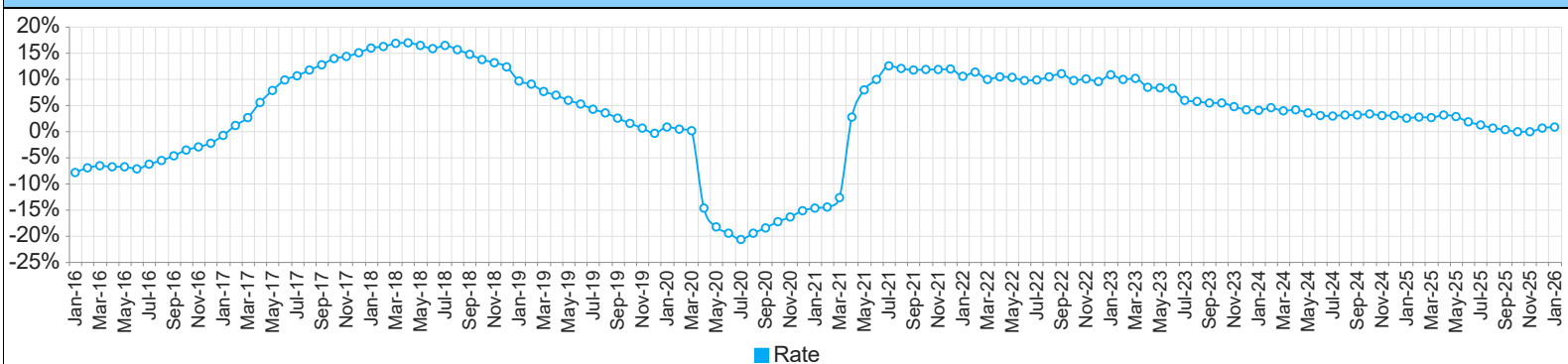
### Employment by Size Class (3rd Quarter 2025)



### Wages by Industry (in millions) (3rd Quarter 2025)



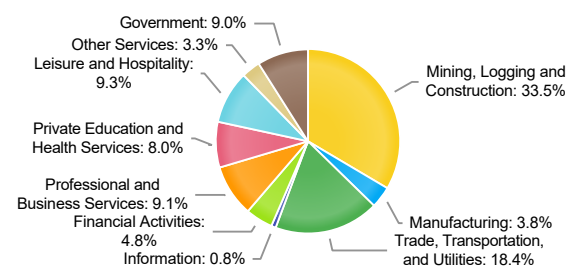
### Annual Growth Rate Total Non-agricultural employment



### Employment by Industry (January 2026)

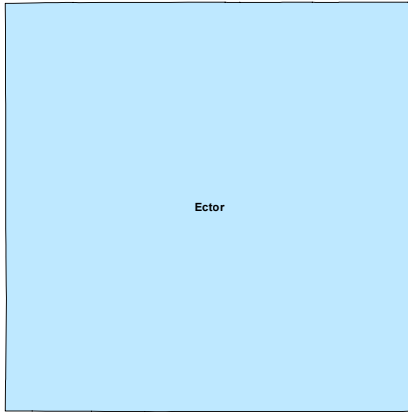
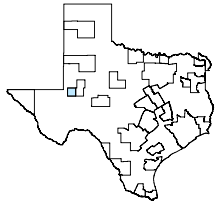
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	126,800	-0.8%	0.8%
Mining, Logging and Construction	42,500	0.0%	0.0%
Manufacturing	4,800	-2.0%	2.1%
Trade, Transportation, and Utilities	23,300	-2.9%	0.9%
Information	1,000	0.0%	0.0%
Financial Activities	6,100	-1.6%	0.0%
Professional and Business Services	11,500	-0.9%	-1.7%
Private Education and Health Services	10,200	0.0%	2.0%
Leisure and Hospitality	11,800	0.0%	3.5%
Other Services	4,200	0.0%	-2.3%
Government	11,400	0.0%	3.6%

### Employment by Industry (January 2026)



## Odessa MSA

## January 2026



MSA Labor Force Statistics				
	Jan-26	Dec-25	Jan-25	Yearly Change
Civilian Labor Force	87,961	88,257	87,565	396
Employed	84,354	85,138	84,288	66
Unemployed	3,607	3,119	3,277	330
Unemployment Rate	4.1%	3.5%	3.7%	0.4%

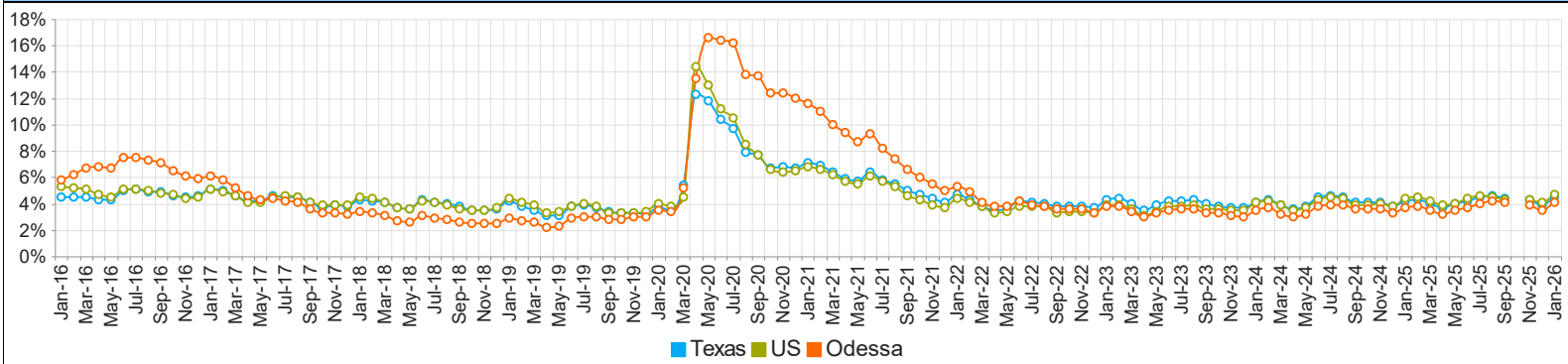
  

Texas Labor Force Statistics				
	Jan-26	Dec-25	Jan-25	Yearly Change
Civilian Labor Force	15,838,900	15,921,360	15,769,642	69,258
Employed	15,126,189	15,297,468	15,109,463	16,726
Unemployed	712,711	623,892	660,179	52,532
Unemployment Rate	4.5%	3.9%	4.2%	0.3%

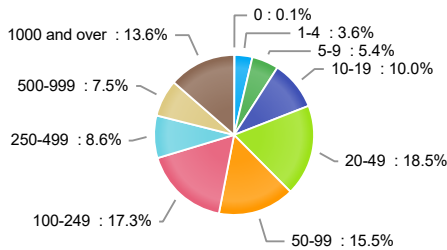
  

US Labor Force Statistics				
	Jan-26	Dec-25	Jan-25	Yearly Change
Civilian Labor Force	169,612,000	170,723,000	169,814,000	-202,000
Employed	161,670,000	163,720,000	162,347,000	-677,000
Unemployed	7,942,000	7,003,000	7,467,000	475,000
Unemployment Rate	4.7%	4.1%	4.4%	0.3%

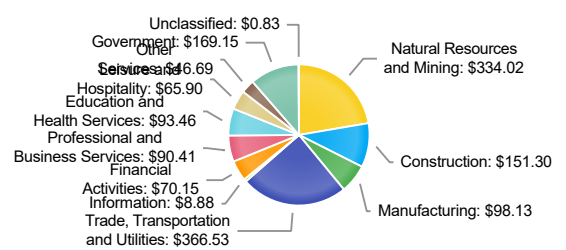
### Historical Unemployment Rates



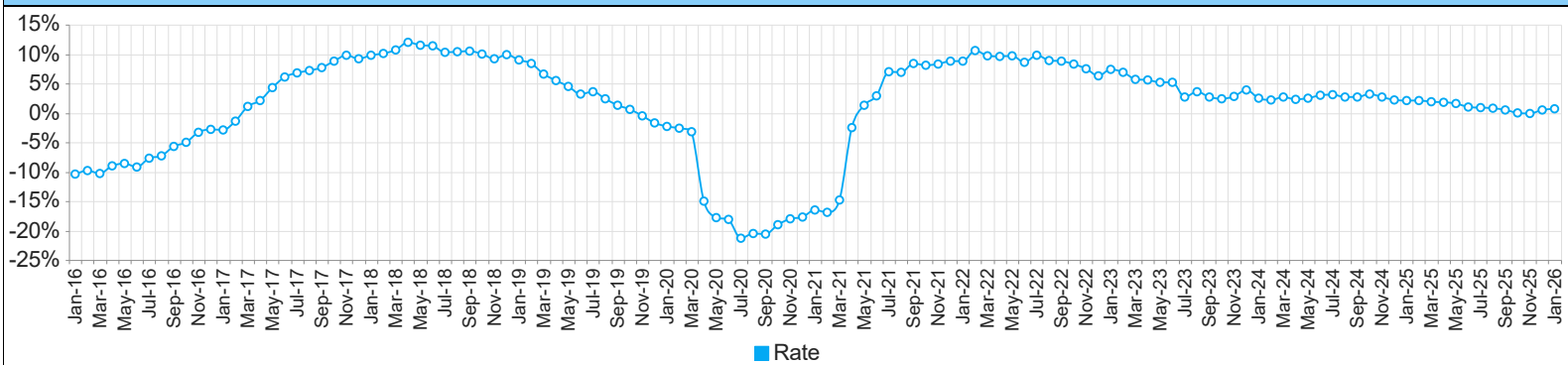
### Employment by Size Class (3rd Quarter 2025)



### Wages by Industry (in millions) (3rd Quarter 2025)



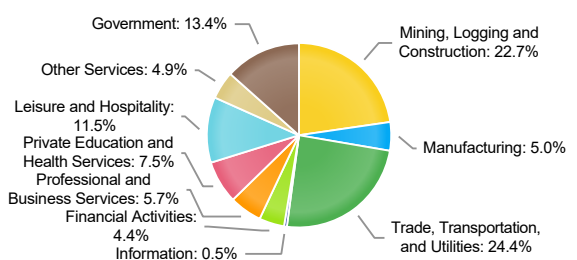
### Annual Growth Rate Total Non-agricultural employment



### Employment by Industry (January 2026)

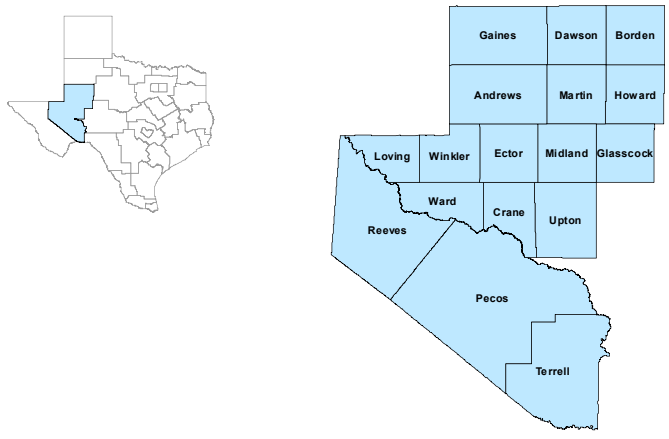
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	83,700	-0.9%	0.7%
Mining, Logging and Construction	19,000	0.0%	-3.1%
Manufacturing	4,200	0.0%	-4.5%
Trade, Transportation, and Utilities	20,400	-3.3%	1.0%
Information	400	0.0%	0.0%
Financial Activities	3,700	-2.6%	0.0%
Professional and Business Services	4,800	0.0%	2.1%
Private Education and Health Services	6,300	0.0%	6.8%
Leisure and Hospitality	9,600	0.0%	4.3%
Other Services	4,100	0.0%	2.5%
Government	11,200	0.0%	1.8%

### Employment by Industry (January 2026)



## Permian Basin Workforce Development Area

January 2026



WDA Labor Force Statistics				
	Jan-26	Dec-25	Jan-25	Yearly Change
Civilian Labor Force	261,682	262,111	260,805	877
Employed	252,033	253,849	251,948	85
Unemployed	9,649	8,262	8,857	792
Unemployment Rate	3.7%	3.2%	3.4%	0.3%

Texas Labor Force Statistics				
	Jan-26	Dec-25	Jan-25	Yearly Change
Civilian Labor Force	15,838,900	15,921,360	15,769,642	69,258
Employed	15,126,189	15,297,468	15,109,463	16,728
Unemployed	712,711	623,892	660,179	52,532
Unemployment Rate	4.5%	3.9%	4.2%	0.3%

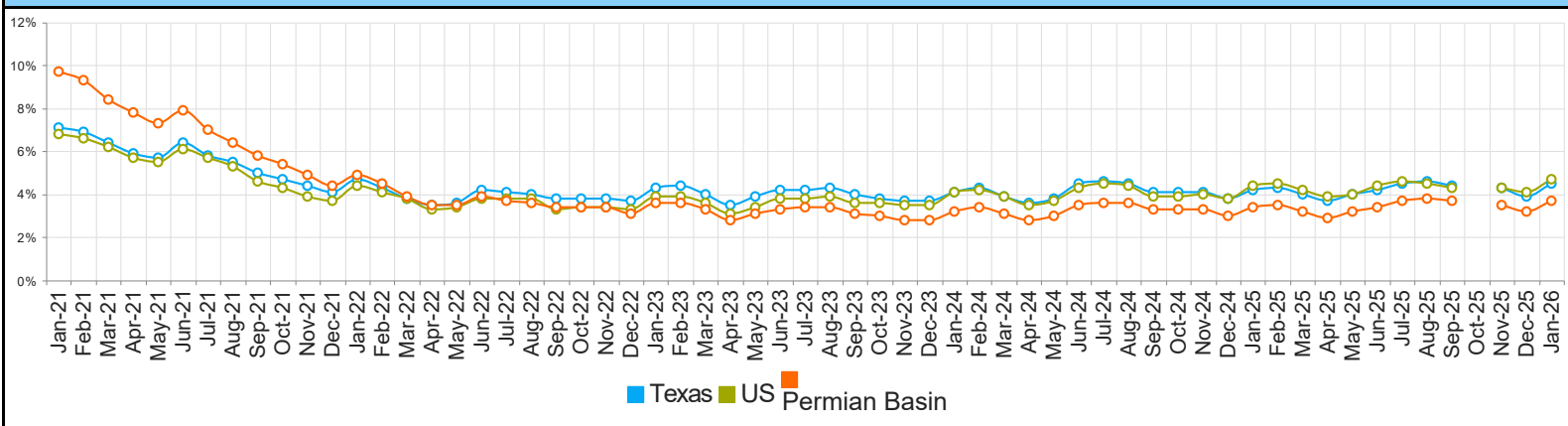
  

US Labor Force Statistics				
	Jan-26	Dec-25	Jan-25	Yearly Change
Civilian Labor Force	169,612,000	170,723,000	169,814,000	-202,000
Employed	161,670,000	163,720,000	162,347,000	-677,000
Unemployed	7,942,000	7,003,000	7,467,000	475,000
Unemployment Rate	4.7%	4.1%	4.4%	0.3%

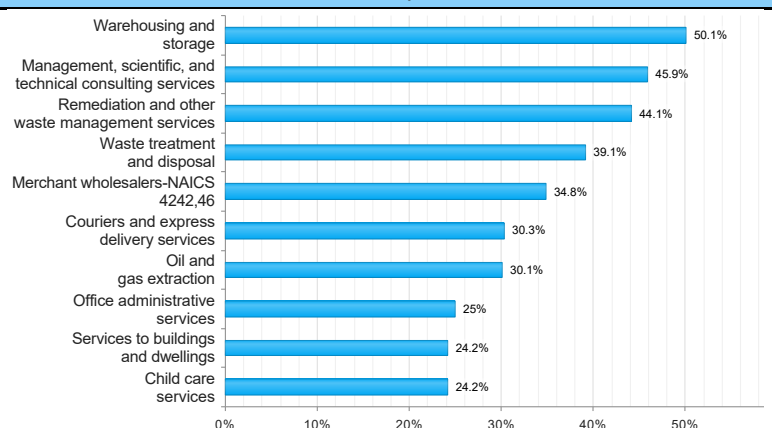
  

Continued Claims for the Week of the 12th				
	Jan-26	Dec-25	Jan-25	Yearly Change
WDA	1,507	1,493	1,404	103
Texas	128,502	128,234	123,485	5,017

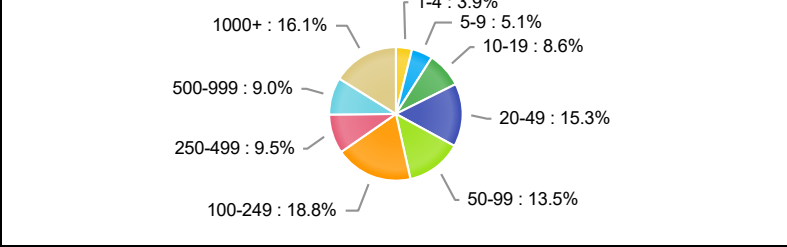
## Historical Unemployment Rates



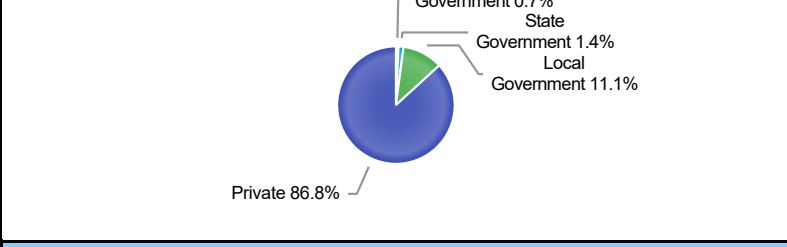
## Projected Top Ten Fastest Growing Industries in WDA (% Growth 2022-2032)



## Employment by Size Class (3rd Quarter 2025)



## Employment by Ownership (3rd Quarter 2025)



Average Weekly Wage (3rd Quarter 2025)					
	Q3 2025	Q2 2025	Q3 2024	Quarterly Change	Yearly Change
WDA	\$1,577	\$1,558	\$1,627	\$19	\$-50
Texas	\$1,444	\$1,420	\$1,394	\$24	\$50
US	\$1,459	\$1,436	\$1,393	\$23	\$66

## Employment by Industry (3rd Quarter 2025, Percent Change)

Industry	Employment	% of Total	% Quarterly Change	% Yearly Change
Natural Resources and Mining	55,643	21.1%	-1.9%	-2.6%
Construction	25,381	9.6%	2.4%	4.5%
Manufacturing	10,729	4.1%	-2.7%	-1.5%
Trade, Transportation and Utilities	56,364	21.3%	-0.3%	1.5%
Information	1,925	0.7%	0.8%	0.1%
Financial Activities	11,857	4.5%	-0.8%	-0.2%
Professional and Business Services	18,929	7.2%	-2.1%	-1.2%
Education and Health Services	41,186	15.6%	-2.3%	1.8%
Leisure and Hospitality	26,980	10.2%	-1.4%	0.5%
Other Services	7,600	2.9%	-0.8%	-1.1%
Public Administration	7,446	2.8%	1.5%	3.8%

## Employment by Industry (3rd Quarter 2025)

