

Laboratory Services Agreement

CHRISTUS Spohn Health System Corporation, a Texas nonprofit corporation (“Health System”), and Nueces County (“County”), enter this Laboratory Services Agreement (“Agreement”) as of December 1, 2021, (“Effective Date”).

1. **Services.** Health System will perform the laboratory services described in Exhibit A (“Services”), which is attached to and incorporated into this Agreement, for County.

2. **Compensation; Invoices.** County will pay Health System for the Services in accordance with Exhibit B, which is attached to and incorporated into this Agreement. Health System will invoice County each month for Services performed in the preceding month. Each invoice will include, as to each instance of Services performed, the date of the Services and the name of the patient with respect to whom the Services were performed. County will pay each invoice within 30 days of the invoice date, by sending its payment to CHRISTUS Spohn Health System Corporation, 600 Elizabeth Street, Corpus Christi, Texas 78404; Attention: Fifth Floor Finance. Payments outstanding more than 30 days after their due date will incur a 1.5%-per-month interest charge or, if less, the maximum amount of interest permitted by applicable law.

3. Term; Termination.

a. The term of this Agreement will begin on the Effective Date and end on the day before the first anniversary of the Effective Date. Thereafter, this Agreement will renew for successive one-year renewal terms.

b. Notwithstanding Section 3.a, either party may terminate this Agreement at any time, as follows:

i. Without cause, and without penalty, by giving the other party at least 15 days’ written notice of termination; or

ii. For cause, by giving the other party written notice of termination. For purposes of this Agreement, “cause” means the non-terminating party’s (A) material breach of this Agreement or (B) act or omission that presents a risk to the health or safety of patients, the terminating party’s employees or other staff, or the public.

c. Upon termination of this Agreement, the parties’ respective obligations under Sections 4 and 5 of this Agreement will remain in force as long as necessary to give full effect to those sections.

4. **Insurance.** At all times during the term of this Agreement, each party will maintain insurance coverage for itself and its employees of the types and in the amounts that are reasonable and customary for an enterprise of the size and nature of that party.

5. **Confidentiality.** During the term of this Agreement and thereafter, neither party (“Receiving Party”) may disclose any secrets or confidential technology, proprietary information, customer list, or trade secrets of the other party (“Disclosing Party”) or any matter or thing the Receiving Party has ascertained through its association with the Disclosing Party, the use or disclosure of which might reasonably be construed to be contrary to the Disclosing Party’s best interest. Following the termination of this Agreement, the Receiving Party may not take or retain any papers, records, files, computer programs or software, other documents or copies thereof, or other confidential information of any kind belonging to the Disclosing Party. Without limiting other possible remedies of the Disclosing Party for the breach of this section, the Disclosing Party is entitled to injunctive or other equitable relief to enforce this section, such relief to be without the necessity of the Disclosing Party’s posting a bond. The Receiving Party shall ensure that all its employees and representatives comply with the requirements of this section.

6. Miscellaneous.

a. **Notices.** Any notice contemplated under this Agreement will be effective when personally delivered or when received through certified mail, return receipt requested, posted to the address specified at the signature line of this Agreement for the party intended to receive it, or to such other address as that party has designated by written notice given in the manner prescribed by this section.

b. **Independent contractors.** The parties acknowledge that they are independent contractors of each other and not joint venturers, partners, or agents of each other.

c. **Severability.** If any part of this Agreement is held to be unenforceable, the remainder of this Agreement will continue in effect.

d. **Compliance with law.** The parties will comply with all applicable laws in the performance of this Agreement.

e. **Governing law; venue.** This Agreement will be enforced in accordance with the laws of the State of Texas. The courts of competent jurisdiction located in the State of Texas will be the exclusive courts of jurisdiction and venue for any legal action or other proceeding relating to this Agreement. The parties specifically agree to the jurisdiction of those courts and waive any rights of venue in any other courts.

f. **Entire agreement; amendment.** This Agreement supersedes any and all previous contracts between the parties regarding the subject matter of this Agreement and constitutes the entire agreement between the parties regarding that subject matter.

g. **Execution and delivery.** The parties may execute this Agreement in duplicate counterparts, each of which, when executed and delivered, will be an original and which when combined will constitute a single instrument. This document may be executed and the signatures transmitted by facsimile or other electronic transmission. Upon such transmission and receipt, such facsimile signature will be as effective as an original.

h. **Waiver.** No delay or omission by either party to exercise a right or remedy under this Agreement may be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

i. **Assignment.** Neither party may assign its rights or obligations under this Agreement to any other person without the written consent of the other party.

j. **No third-party beneficiaries.** Nothing in this Agreement may be construed as creating rights in any persons other than the parties to this Agreement.

k. **Force majeure.** Neither party will be liable for failure to perform its respective obligations under this Agreement when the failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, vandalism, war, riot, sabotage, weather or energy-related closings, or other causes beyond the reasonable control of the party ("Force Majeure Event").

l. **Records.** If the parties' performance of this Agreement is subject to the Medicare statutes and regulations governing access to books and records of subcontractors, then for four years after performing Services pursuant to this Agreement, Health System will retain and will allow the authorized representatives of the United States Department of Health and Human Services and the United States Comptroller General access to this Agreement and to such books, records, and other documents of Health System as are necessary to verify the nature and extent of the costs

of the Services. If Health System carries out any responsibilities under this Agreement through a subcontractor, including without limitation any organization related by ownership or control to Health System, when the subcontract is worth or costs \$10,000 or more over a 12-month period, Health System will obtain the subcontractor's written promise to be bound as Health System is to the records maintenance and access obligations in this section.

m. **No exclusions.** Each party represents that neither it nor any of its employees or other agents or representatives is excluded from participating in any federal or state healthcare program, and that no adverse action by the federal government that will or may result in exclusions from a federal or state healthcare program has occurred or is pending or threatened against it or, to the best of the party's knowledge, against any of its employees, agents, or representatives.

n. **Responsibility for patient care.** At all times, County will maintain complete responsibility for the care of its patients.

7. **Additional Terms and Conditions.** Only to the extent applicable under this Agreement, the FEMA-required contract provisions in Exhibit C is herein attached and incorporated in their entirety.

8. **Verifications under Texas Government Code.** As a part of this Agreement, Health System shall execute the Government-Code required verifications in Exhibit D, Exhibit E and Exhibit F, which shall be herein attached and incorporated in their entirety.

SIGNED by the parties' respective authorized officers or agents.

CHRISTUS Spohn Health System Corporation

By: 

Name: Osbert Blow, M.D., Ph.D., FACS

Title: CEO

Date: 1-11-2022


Notice Address:

CHRISTUS Health
919 Hidden Ridge
Irving, Texas 75038
Attention: Legal Department

With a copy to:

CHRISTUS Spohn Health System Corporation
5920 Saratoga Boulevard, Suite 470
Corpus Christi, Texas 78414
Attention: Chief Executive Officer

Nueces County

By: 

Name: Barbara Canales

Title: Nueces County Judge

Date: 1/12/2022

Notice Address:

901 Leopard St. Ste 303
Corpus Christi, TX 78401

Exhibit A
Description of Services

The Services to which this Agreement applies are as follows:

Health System will perform clinical laboratory tests for County in accordance with this Exhibit A (“Laboratory Services”). The Laboratory Services will consist of processing Cepheid CoVid19 cartridges as and when County or a physician on County’s medical staff requests, up to a maximum of five hundred (500) tests per day. The number of tests per day may exceed five hundred (500) if approved in advance by the Health System’s regional laboratory director and Health System’s Chief Medical Officer. Laboratory Services will be available Monday through Friday 7:00 AM to 7:00 PM.

To obtain Laboratory Services, County must send, or require a physician on its medical staff to send, an order for the Laboratory Services, together with the necessary samples to be tested, to Health System’s laboratory, via County’s courier. Health System will transmit the test results to County via fax, at a fax number that County specifies either in the order or otherwise. Orders and lab results will reflect the patients’ names and such other information as the parties determine necessary or appropriate.

Exhibit B
Fee Schedule

County will pay Health System the following compensation for Services:

For performing Laboratory Services, County will pay Health System \$88.50, plus shipping and handling on the purchase of the cartridge, per Cepheid CoVid19 cartridge processed.

Health System will not bill County patients or their payers for Services.

County shall pay Health System a total maximum amount, not to exceed, Three Hundred Thousand Dollars and .00/1.00 (\$300,000.00).

Any compensation in excess of this maximum amount payable requires written agreement of the parties.

**County assumes no liability for work performed or costs incurred beyond the maximum amount payable under this Agreement. Health System exceeds the maximum amount payable at its own risk.

Exhibit C
FEMA Required Contract Provisions

SPOHN agrees to comply with all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives, including, but not limited to, the following:

Equal Employment Opportunity

During the performance of this contract, SPOHN agrees as follows:

1. SPOHN will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. SPOHN will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SPOHN agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. SPOHN will, in all solicitations or advertisements for employees placed by or on behalf of SPOHN, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. SPOHN will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with SPOHN's legal duty to furnish information.

4. SPOHN will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of SPOHN's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. SPOHN will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. SPOHN will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of SPOHN'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and SPOHN may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. SPOHN will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SPOHN will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, SPOHN may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act

During the performance of this contract, SPOHN agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. SGR shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

Copeland Anti-Kickback Act

During the performance of this contract, SPOHN agrees as follows:

1. SPOHN shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. SPOHN or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

During the performance of this contract, SPOHN agrees as follows:

1. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. In the event of any violation of the clause set forth in paragraph (b)(1) of this section SPOHN and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District

of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Nueces County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by SPOHN or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. SPOHN or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act and The Federal Water Pollution Control Act

During the performance of this contract, SPOHN agrees as follows:

1. SPOHN agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. SPOHN agrees to report each violation to Nueces County and understands and agrees that Nueces County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. SPOHN agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

During the performance of this contract, SGR agrees as follows:

1. SPOHN agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. SPOHN agrees to report each violation to Nueces County and understands and agrees that Nueces County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. SPOHN agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

During the performance of this contract, SPOHN agrees as follows:

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, SPOHN is required to verify that none of SPOHN's principals (defined at 2 C.F.R. § 180.995) or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. SPOHN must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by Nueces County. If it is later determined that SPOHN did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Nueces County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended))

During the performance of this contract, SPOHN agrees as follows:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered Materials

During the performance of this contract, SPOHN agrees as follows:

1. In the performance of this contract, SPOHN shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquire:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. SPOHN also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

1. SPOHN agrees to County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of SPOHN which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. SPOHN agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. SPOHN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

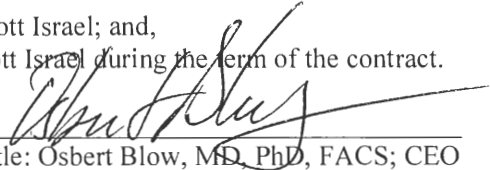
4. In compliance with the Disaster Recovery Act of 2018, the County and SPOHN acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Exhibit D

Verification of No boycott of Israel Required by Texas Government Code Chapter 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: 
Print Name & Title: Osbert Blow, MD, PhD, FACS; CEO
Firm Name: CHRISTUS Spohn Health System Corporation
Date Signed: 1-11-2022

NOTARIZATION

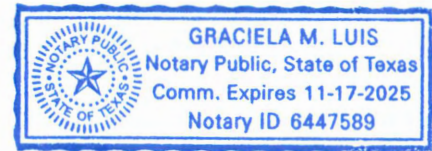
**THE STATE OF TEXAS
COUNTY OF NUECES**

BEFORE ME, the undersigned notary public on this day personally appeared Osbert Blow, on behalf of CHRISTUS Spohn Health System Corporation, who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11 day of January, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS


Notary Public Signature



The following definitions apply to Texas Government Code Section 2270.001:

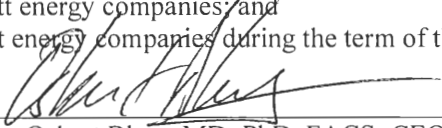
- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

Exhibit E
Verification of No Boycott of Energy Companies Required by Texas Government
Code Chapter 2274

I, the undersigned, on behalf of CHRISTUS Spohn Health System Corporation (“Company”) do hereby, verify, certify, and confirm that the Company:

1. Does not boycott energy companies; and
2. Will not boycott energy companies during the term of the contract.

SIGNED BY: 
Print Name & Title: Osbert Blow, MD, PhD, FACS; CEO
Firm Name: CHRISTUS Spohn Health System Corporation
Date Signed: 1-11-2022

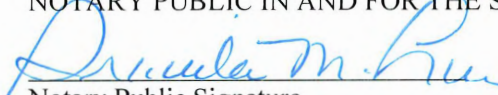
NOTARIZATION

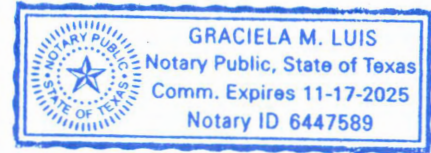
THE STATE OF TEXAS
COUNTY OF NUECES

BEFORE ME, the undersigned notary public on this day personally appeared Osbert Blow, on behalf of CHRISTUS Spohn Health System Corporation (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11 day of January, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS


Notary Public Signature



Pursuant to Texas Government Code §809.001:

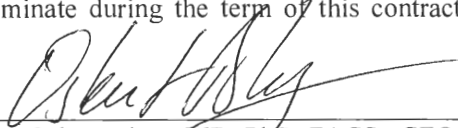
“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking actions that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal or state law; or
- (B) does business with a company described by Paragraph (A).

Exhibit F
Verification of No Discrimination Against Firearm and Ammunition Industries Required by
Texas Government Code Chapter 2274

By signing below, the signatory hereby verifies that the firm it represents:

- 1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- 2) Will not discriminate during the term of this contract against a firearm entity or firearm trade association.

SIGNED BY: 
Print Name & Title: Osbert Blow, MD, PhD, FACS ; CEO
Firm Name: CHRISTUS Spohn Health System Corporation
Date Signed: 1-11-2022

NOTARIZATION

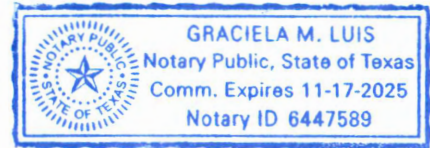
THE STATE OF TEXAS
COUNTY OF NUECES

BEFORE ME, the undersigned notary public on this day personally appeared Osbert Blow, on behalf of CHRISTUS Spohn Health System Corporation (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11 day of January, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS


Notary Public Signature



Pursuant to Texas Government Code §2274.001(3):

"Discriminate against a firearm entity or firearm trade association " means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Pursuant to Texas Government Code §2274.001(6):

"Firearm entity" means:

- (A) wholesaler, supplier, or retailer; and
- (B) a sport shooting range as defined by Section 250.001, Local Government Code.

Pursuant to Texas Government Code §2274.001(7):

"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
- (B) has two or more firearm entities as members; and
- (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.