

Exhibit "I"

THE STATE OF TEXAS §
 §
COUNTY OF MARION §

KNOW ALL MEN BY THESE PRESENTS:

LETTER OF INTENT

THIS LETTER OF INTENT is entered into by and between Marion County, ("Seller"), and Apexum Health Systems and/or their assigns ("Buyer"), collectively referred to as (the "Parties").

WITNESSETH:

For mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, the undersigned, Seller and Buyer, do hereby agree as follows:

1. **Buyer:** Apexum Health Systems, 134 Vintage Park Blvd., Suite A, PBM 507, Houston, Texas 77070.
2. **Seller:** Marion County, 102 W. Austin Street, Room 205, Jefferson, Texas 75657.
3. **Subject Property:** The subject property (the "Property") consists of approximately 4.976 +/- acres comprised of several smaller tracts located in the Stephen Smith Survey, A-345 in the City of Jefferson, Marion County, Texas on the West side of US Highway 59/Walcott Street. The Property is further described on Exhibit "A" attached hereto.
4. **Proposed Use:** Buyer has applied for federal and state grants for the purpose of constructing an Emergency Room and Hospital on the Property. If Buyer is not approved for the necessary federal and state grant funding, Buyer shall have the right to terminate this Letter of Intent and any Contract of Sale and Buyer and Seller shall have no further obligations under this Letter of Intent or any Contract of Sale. Seller acknowledges that it has been advised of this and waives and releases any claim against Buyer.
5. **Purchase Price:** The total Purchase Price for the Property shall be \$100.00. Said amount shall be paid in cash at Closing (as defined herein).
6. **Title Company:** Buyer shall select the Title Company and the Title Company will be responsible for (i) receiving and handling the Earnest Money; (ii) issuing the Title Commitment and the Owners Policy of Title Insurance; (iii) supervising the Closing; and (iv) otherwise discharging the duties and responsibilities of the Title Company set forth within the Contract of Sale and other closing documents.
6. **Earnest Money:** Buyer shall deposit with the Title Company an initial Earnest Money Deposit in the amount of \$100.00 within ten (10) business days after the effective date (as defined herein) of a fully executed Contract of Sale.
7. **Owners Title Policy:** Buyer, at Buyer's expense, shall cause the Title Company to provide to Buyer at Closing an Owner's Title Policy subject to all exceptions disclosed by the Title Commitment, in the full amount of the Purchase Price with the survey exception deleted at the expense of Buyer. All other deletions or endorsements shall be at the expense of Buyer.
8. **Survey:** Seller shall provide any recent survey(s) prepared with respect to the Property. If Title Company should require a survey, Buyer at Buyer's expense, shall obtain a current survey of the Property.
9. **Effective Date:** The effective date (the "Effective Date") shall be the date indicated on this Letter of Intent.

10. Buyer's Feasibility Study Period: Buyer shall have a period of ninety (90) days (the "Feasibility Period") from and after the Effective Date of this Letter of Intent in which to enter upon and inspect the Property. Such inspections may include soil tests, borings, surveys, environmental studies, drainage study, review of zoning and other governmental regulations affecting the Property and any other inspections Buyer deems necessary to determine whether the Property is suitable for Buyer's proposed use. If Buyer determines, in its sole discretion, that the property is not suitable for its proposed use, Buyer shall have the right to terminate this Letter of Intent or any Contract of Sale and the Title Company shall return any \$ Earnest Money to Buyer. Also, Buyer shall have the initial right to extend the initial Feasibility Study Period at its discretion for not more than two (2) thirty (30) day periods of time (the "Extended Feasibility Study Period") upon written notice to the Seller.

11. Real Estate Taxes: Real property taxes shall be prorated as of the date of Closing. If this sale or Buyer's use or ownership of the Property results in the assessment of additional taxes for periods before the Closing Date, Seller shall be responsible for the additional taxes. If this sale or Buyer's use or ownership of the Property results in the assessment of additional taxes for periods after the Closing Date, Buyer shall be responsible for the additional taxes.

12. Seller's Environmental Representations: Seller represents that during its period of ownership which commenced on January 1, 2005, it has taken no affirmative steps to place any hazardous materials on the property. Seller's liability, if any, is limited to any affirmative acts it may have taken on and after January 1, 2005. Both parties acknowledge that asbestos is present on the site and it is Buyer's responsibility to remove and remediate the asbestos.

13. Utilities: Buyer shall obtain written commitments from the City of Jefferson that the existing water and sewer infrastructure are sufficient to support the estimated water and sewer capacity requirements for the proposed use of the Property. If the current water and sewer capacity is not sufficient to support the proposed use of the Property, Buyer shall obtain written commitments from the City of Jefferson that any water and sewer infrastructure upgrades necessary to support the estimated water and sewer capacity for the proposed use of the Property will be provided at the expense of the City of Jefferson. Buyer agrees to cooperate with the City of Jefferson and provide the necessary information to the City of Jefferson. If the Buyer is unable to secure such commitment(s) from the City of Jefferson, Buyer shall have the right to terminate this Letter of Intent and the Contract of Sale.

14. Closing: The Closing shall take place at the office of the Title Company, or be conducted via escrow by mail or overnight courier and wire transfer of funds, or such other place or method as Seller and Buyer shall mutually agree, on or before thirty (30) days after the expiration of the Feasibility Study Period or Extended Feasibility Study Period, as applicable.

15. Real Estate Commission: Seller is represented by a real estate broker and Buyer shall be responsible for any real estate commission due in regard to this transaction based on a listing price of \$199,000.00. Buyer represents to Seller that there are no brokers representing Buyer involved in this transaction.

16. Confidentiality: Seller and Buyer agree to maintain in confidence the dealings, negotiations and agreements of the parties with respect to the Property, this Letter of Intent and the Contract of Sale, and will not make any public release of information regarding such matters, unless otherwise agreed to by Buyer and Seller in writing. **THE TERMS OF THIS PARTICULAR SECTION SHALL CONSTITUTE A BINDING AGREEMENT BETWEEN THE PARTIES.**

17. **Solicitations:** Seller hereby agrees to abate all marketing efforts for the Property and agrees not to solicit, entertain or accept any formal or informal offers to purchase the Property or any part thereof, until the first to occur of (a) written revocation of the Letter of Intent by Buyer or Seller; or (b) written termination of the Contract of Sale by Buyer or Seller pursuant to the terms and conditions thereof. **THE TERMS OF THIS PARTICULAR SECTION SHALL CONSTITUTE A BINDING AGREEMENT BETWEEN THE PARTIES.**

18. **Notice:** All notices from one party to the other must be in writing and are effective when mailed to, hand delivered at, or transmitted by fax or electronic transmission (email) as follows:

IF TO SELLER:

Leward LaFleur
Marion County Judge
102 W. Austin Street
Jefferson, Texas 75657
903-665-3261 (telephone)
sandra.wright@co.marion.tx.us

IF TO BUYER:

Bill Wright
Apexum Health Systems
134 Vintage Park Blvd., Suite A, PBM 507
Houston, Texas 77070
832-984-3799 (telephone)
bwright@apexumhealth.com

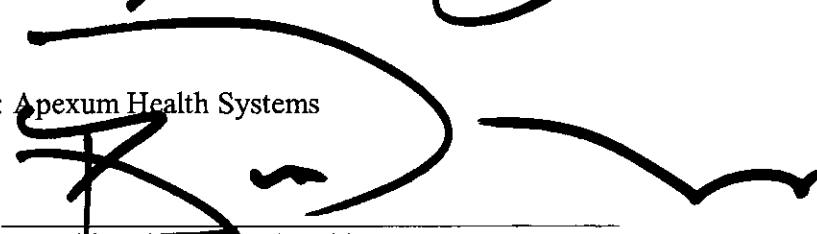
Seller and Buyer acknowledge that this Letter of Intent is not a formal and binding agreement and that it is intended only as the basis for the preparation of a Contract of Sale between the Seller and Buyer (EXCEPT WITH RESPECT TO THE BINDING AGREEMENTS IDENTIFIED ABOVE, WHICH WILL BE FULLY ENFORCEABLE AND WILL SURVIVE THE TERMINATION OF THIS LETTER OF INTENT AND THE TERMINATION OF ANY CONTRACT OF SALE FOR A PERIOD OF THREE YEARS). This Letter of Intent is not intended to impose on either party an enforceable duty or obligation to negotiate toward or conclude any such agreement or commitment. Each party acknowledges that, except with respect to the binding agreements relating to the proposed transaction identified above, in no event will any discussions, negotiations, or other communications between the Parties regarding this Letter of Intent or the terms contained herein rise to the level of an oral or written agreement. The purchase shall be subject to Seller's approval, and only a fully executed Contract of Sale shall constitute a binding agreement for the sale and purchase of the Property. Buyer makes no warranty or representation that acceptance of this Letter of Intent will guarantee the execution of a Contract of Sale for the Property. It shall be and remain within the sole discretion of each party whether they enter into a Contract of Sale and neither party shall have any obligation to do so or liability for failing to do so.

EXECUTED this 24th day of Nov., 2025 (Effective Date).

"Seller": Marion County


By: Leward J. LaFleur, County Judge

"Buyer": Apexum Health Systems


By: Bill Wright, Vice President

Done

MARION COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME:

Will Thomas

HOMEADDRESS:

302 W. Clay St
Jefferson, TX 75657

HOME TELEPHONE:

(270) 319-1700

PLACE OF EMPLOYMENT:

Quince Red Dirt BBQ & Brew.

EMPLOYMENT TELEPHONE:

Do you represent any particular group or organization?

Marion County Health & Resource Coalition (McHRC)

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address?

Update

In general, are you for or against such agenda item (or items)?

No

Signature:

Will Thomas

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.