

ATTACHMENT C TO MEMORANDUM OF UNDERSTANDING

SIXTH AMENDMENT TO THE MASTER AGREEMENT

BY AND BETWEEN

**NUECES COUNTY HOSPITAL DISTRICT,
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS**

AND

**CHRISTUS SPOHN HEALTH SYSTEM CORPORATION,
A TEXAS NON-PROFIT CORPORATION**

SIXTH AMENDMENT TO THE MASTER AGREEMENT

This Sixth Amendment to the Master Agreement (the “*Sixth Amendment*”), effective as of the date upon which the CHRISTUS Spohn Health System Corporation Membership Agreement (“*Membership Agreement*”) is terminated (the “*Effective Date*”), reinstates and amends that certain Master Agreement between Nueces County Hospital District, a political subdivision of the State of Texas (“*Landlord*”) and CHRISTUS Spohn Health System Corporation, a Texas non-profit corporation formerly known as Spohn Health System Corporation (“*Tenant*”), dated September 30, 1996, as amended by Amendments to the Master Agreement dated October 9, 1996, February 1, 2006, May 25, 2007 and September 30, 2012 (as amended, the “*Master Agreement*”). Unless otherwise indicated herein, all capitalized terms shall have the same meaning attributed to such terms in the Master Agreement.

RECITALS:

WHEREAS, the parties have entered into the Master Agreement; and

WHEREAS, the parties terminated the Master Agreement effective September 30, 2012 but agreed they may decide to reinstate the Master Agreement if their relationship set forth in the Membership Agreement changes in order to ensure the continuing availability of healthcare services for the indigent; and

WHEREAS, the parties desire to reinstate and amend the Master Agreement as provided herein; and

NOW THEREFORE, for and in consideration of the premises, the mutual benefits to be derived from this Sixth Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant agree as follows:

1. The definition of “Hospitals” in Section 1.1 is hereby amended to state the following:

“Hospitals” shall mean, individually and collectively: (a) the hospital facility known as CHRISTUS Spohn Hospital Corpus Christi—Memorial (“Memorial”), located at 2606 Hospital Boulevard, Corpus Christi, Texas, (b) the District’s four (4) primary care clinics known as “Northside Neighborhood Care Center,” located at 1406 Martin Luther King Drive, Corpus Christi, Texas; “Westside Clinic,” located at 4617 Greenwood Road, Corpus Christi, Texas; “Robstown Clinic,” located at 1038 Texas Yes Boulevard, Corpus Christi, Texas; and “Padre Island Clinic,” located at 14202 S. Padre Island Dr., Corpus Christi, Texas; (c) the District’s three (3) medical office buildings located at 2400 Morgan Avenue, 2500 Morgan Avenue and 2601 Hospital Boulevard, Corpus Christi, Texas, each located on the Real Property as more particularly shown, and described, on Exhibit B attached hereto; and (d) the Dr. Hector P. Garcia – Memorial Family Health Center which will be located at the Main Campus (as defined in the Lease), once completed and operational.

2. The first paragraph of Section 2.1 of the Master Agreement is hereby amended to read as follows in its entirety:

Landlord and Tenant have entered into the Lease pursuant to which, as of the Effective Date, Landlord shall lease, let and demise to Tenant, and Tenant will lease and accept from Landlord, all of the Leased Assets, on the terms and conditions set forth in the Lease, as amended from time to time.

3. Section 2.2 of the Master Agreement is hereby replaced in its entirety with the following:

Section 2.2 Section Intentionally Left Blank.

4. Section 10.2 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

Capital Expenditures. The capital expenditure obligations for the Leased Assets are contained in Section 6.8(d) of the Lease, as amended.

5. Section 10.5(a) of the Master Agreement is hereby deleted in its entirety and replaced with the following:

Section Intentionally Left Blank.

6. Section 10.7 of the Master Agreement is deleted in its entirety and replaced with the following:

Indigent Health Care Program. Landlord and Tenant's obligations regarding the Indigent Health Care Program are set forth in the Indigent Care Agreement between Landlord and Tenant, as amended.

7. Section 10.12 of the Master Agreement is deleted in its entirety and replaced with the following:

"Tenant's Charity Care Commitment. In each full calendar year during the term, Tenant hereby agrees to provide Charity Care through Tenant's health care operations, the Hospitals and any other District owned health care facilities operated by Tenant at an aggregate level at least equal to the greater of (i) Twelve Million Dollars (\$12,000,000), or (ii) the minimum amount of charity care which Tenant is otherwise required by applicable law to provide; provided, however, the parties shall meet and adjust such charity care financial commitment in the event a Universal Governmental Plan is implemented.

8. Section 10.13 of the Master Agreement is deleted in its entirety and replaced with the following:

Mental Health Services. Landlord and Tenant's obligations regarding mental health services are set forth in the Indigent Care Agreement between Landlord and Tenant, as amended.

9. Except as modified by this Sixth Amendment, the Master Agreement shall remain in full force and effect in accordance with its terms. In the event that any provisions of the Sixth Amendment irreconcilably conflict in a material manner with provisions in the Master Agreement, or other relevant agreement(s) between the parties, that are not amended by the

Sixth Amendment, the provisions of the Sixth Amendment shall control on or after the effective date of the applicable provision of the Sixth Amendment. Should issues arise concerning the parties' rights, obligations, and responsibilities under the Master Agreement for periods prior to the effective date of the Sixth Amendment, such rights, obligations, and responsibilities shall be governed by the provisions of the Master Agreement as it existed on September 30, 2012.

10. This Sixth Amendment and the Master Agreement embody and constitute the entire understanding between the parties with respect to the transactions contemplated herein, and all prior to contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Sixth Amendment. Neither this Sixth Amendment nor any provision hereof may be modified or amended except by an instrument in writing signed by Landlord and Tenant.
11. This Sixth Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Electronic mail signatures shall constitute and be enforceable as original signatures.
12. Tenant represents to Landlord that Tenant has not incurred any liability for commissions or similar compensation to third parties in connection with this Sixth Amendment. To the extent permitted by applicable law, Tenant hereby indemnifies Landlord against any liability arising from any claims for such compensation, including costs and reasonable attorneys' fees, made by parties claiming through or under Tenant. Landlord represents to Tenant that Landlord has not incurred any liability for commissions or similar compensation to third parties in connection with this Sixth Amendment. Landlord hereby indemnifies Tenant against any liability arising from any claims for such compensation, including costs and reasonable attorneys' fees, made by parties claiming through or under Landlord.
13. In the event of litigation concerning this Sixth Amendment, to the extent permitted by applicable law, the prevailing party is entitled to reimbursement of its costs respecting such suit, or settlement thereof, including reasonable attorneys' fees and fees of consultants, auditors, appraisers and other similar professionals. The term "***prevailing party***" is defined to mean the party who obtains a determination of wrongful conduct by the other party regardless of whether actual damages or equitable relief are awarded.
14. Tenant represents and warrants and agrees that: (i) the individual executing this Sixth Amendment is duly authorized to execute and deliver this Sixth Amendment on behalf of Tenant; (ii) this Sixth Amendment is binding upon Tenant; and (iii) Tenant is duly organized and legally existing in the State of Texas and is qualified to do business in the State of Texas.
15. Landlord represents and warrants and agrees that: (i) the individual executing this Sixth Amendment is duly authorized to execute and deliver this Sixth Amendment on behalf of Landlord; (ii) this Sixth Amendment is binding upon Landlord; and (iii) Landlord is duly organized and legally existing in the State of Texas and is qualified to do business in the State of Texas.

16. The invalidity or unenforceability of any provision of this Sixth Amendment will not affect or impair any other provision in this Sixth Amendment.
17. With respect to the time for performance of any obligations hereunder, time shall be of the essence.
18. THIS SIXTH AMENDMENT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS.
19. This Sixth Amendment is binding upon and inures to the respective parties herein, and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed duplicate originals of this Sixth Amendment, to be effective as of the Effective Date.

NUECES COUNTY HOSPITAL DISTRICT,
a political subdivision of the State of Texas

By: _____
Name: Jonny F. Hipp
Title: Administrator/CEO

APPROVED BY THE NUECES COUNTY
COMMISSIONER'S COURT

By: _____
Name: Samuel L. Neal, Jr.
Title: County Judge

CHRISTUS SPOHN HEALTH SYSTEM
CORPORATION,
a Texas non-profit corporation

By: _____
Name: Pam Robertson
Title: Chief Executive Officer