

**Crosswalk of Letter of Intent Provisions to the Membership Agreement and the Amended Standby Master, Lease, and ICA Agreements**

Letter of Intent Provision	Membership Agreement	Standby Agreements
<p><i>Section I(a)</i> Spohn and the District will extend Spohn’s current obligations to provide indigent care and other services under Schedule 2 of the Membership Agreement and the suspended ICA for an additional ten years (through 2036), with the option for Spohn to renew the ICA up to four five-year renewals (through 2056).</p>	<p><i>Amended Section 6.03 of the Membership Agreement</i> “Section 6.03. Spohn's Indigent Care Services. Spohn has historically served as the safety net hospital for the Nueces County Indigent and needy patient population and the parties intend for that role to continue during the term of this Agreement. Except as otherwise set forth in the Handbook, during the term of this Agreement Spohn will continue to provide health care services to Indigents that present for care at its facilities in conformity with the provisions set forth in the Handbook, which shall include at a minimum such level of service as is presently being delivered by Spohn to such Indigents. Spohn shall be responsible for ensuring the availability of inpatient and outpatient psychiatric and behavioral health services for Nueces County Indigent patients, including ensuring that inpatient psychiatric Nueces County Indigent patients have access to medications upon discharge, providing transportation services between Spohn’s inpatient psychiatric facilities and Spohn’s off-site service facilities for Nueces County Indigent and needy patients requiring psychiatric and/or medical services, and fulfilling Spohn’s other psychiatric and behavioral health commitments as more fully described in the September 10, 2014 Letter of Intent. The determination of whether an individual is an “Indigent” eligible to receive health care services from Spohn shall be made by the District in accordance with the eligibility standards and procedures from time-to-time established by the District, and set forth in the Handbook, following consultation with Spohn to the Handbook. Spohn shall continue to provide healthcare services to Nueces County Indigent and needy patients pursuant to the terms set forth in Section 1.01 of this Agreement and Schedule 2, attached.”</p>	<p><i>Amended ICA Section 7.1(a)</i> “Subject to and upon the terms and conditions set forth in this Agreement, the initial term of this Agreement (the “Initial Term”) shall commence at 12:01 a.m. on the day immediately following the day upon which termination of the Membership Agreement is effective, and shall expire unless otherwise extended by the parties hereto, at 11:59 p.m. on September 30, 2036 (the “Termination Date”) or such earlier date as the parties may mutually agree upon in writing and subject to earlier termination pursuant to the express terms of this Agreement.”</p> <p><i>Amended ICA Section 7.1(b)</i> “Provided that no uncured event of default on behalf of Provider then exists, the Term of this Agreement may be extended, at Provider’s sole option, for up to an additional twenty (20) years, in up to four (4) subsequent and successive five (5) year increments (each, a “Renewal Term”).”</p>
<p><i>Section I(b)</i> The scope and level of services Spohn will make available to Nueces Aid Beneficiaries</p>	<p>No amendments needed.</p>	<p>No amendments needed.</p>

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will remain consistent with Schedule 2 of the Membership Agreement and the suspended ICA.		
<p><i>Section 1(c)</i>  Nueces Aid Beneficiaries will continue to have the ability to access services in all facilities within Spohn’s distributive network. Spohn’s distributive network includes each of Spohn’s hospitals (even those located outside of Nueces County), Spohn’s family health centers, the new Dr. Hector P. Garcia – Memorial Family Health Center, Spohn’s existing outpatient/ambulatory locations, and any new facilities Spohn may erect or lease for the purpose of providing healthcare to the community.</p>	<p><i>Section 2.1 of Schedule 2</i>  “2.1. Provision of Health Care Services. During the term of the Agreement, Spohn shall provide or arrange for the provision of Health Care Services to Indigents without charge at the level and to the extent set forth in the Handbook. Indigents, as defined in Section 1.11 hereto, shall have the ability to access services in all Spohn Facilities, as defined in Section 1.16. Spohn Facilities include each hospital owned or operated by Spohn, including hospitals located outside of Nueces County, Spohn’s family health centers, the Dr. Hector P. Garcia – Memorial Family Health Center to be constructed by Spohn consistent with the September 10, 2014 Letter of Intent between Spohn and the District, Spohn’s outpatient and ambulatory locations, and any new facilities Spohn may operate for the purpose of providing healthcare to the community.”</p> <p><i>Amended Section 6.03 of the Membership Agreement</i>  “Section 6.03. Spohn’s Indigent Care Services. Spohn has historically served as the safety net hospital for the Nueces County Indigent and needy patient population and the parties intend for that role to continue during the term of this Agreement. Except as otherwise set forth in the Handbook, during the term of this Agreement Spohn will continue to provide health care services to Indigents that present for care at its facilities in conformity with the provisions set forth in the Handbook, which shall include at a minimum such level of service as is presently being delivered by Spohn to such Indigents. Spohn shall be responsible for ensuring the availability of inpatient and outpatient psychiatric and behavioral health services for Nueces County Indigent patients, including ensuring that inpatient psychiatric Nueces County Indigent patients have access to medications upon discharge, providing transportation services</p>	<p><i>Amended ICA Section 2.1</i>  “2.1 Provision of Health Care Services. During the Initial Term and any Renewal Term, Provider shall provide or arrange for the provision of Health Care Services to Indigents without charge at the level and to the extent set forth in the Handbook. Indigents, as defined in Section 1.15 hereto, shall have the ability to access services in all Provider Facilities, as defined in Section 1.22. Provider Facilities include each hospital owned or operated by Provider, including hospitals located outside of Nueces County, Provider’s family health centers, the Dr. Hector P. Garcia – Memorial Family Health Center to be constructed by Provider consistent with the September 10, 2014 Letter of Intent between Provider and the District, Provider’s outpatient and ambulatory locations, and any new facilities Provider may operate for the purpose of providing healthcare to the community.”</p>

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	<p>between Spohn’s inpatient psychiatric facilities and Spohn’s off-site service facilities for Nueces County Indigent and needy patients requiring psychiatric and/or medical services, and fulfilling Spohn’s other psychiatric and behavioral health commitments as more fully described in the September 10, 2014 Letter of Intent. The determination of whether an individual is an “Indigent” eligible to receive health care services from Spohn shall be made by the District in accordance with the eligibility standards and procedures from time-to-time established by the District, and set forth in the Handbook, following consultation with Spohn to the Handbook. Spohn shall continue to provide healthcare services to Nueces County Indigent and needy patients pursuant to the terms set forth in Section 1.01 of this Agreement and Schedule 2, attached.”</p>	
<p><i>Section I(d)</i> Spohn will continue to provide inpatient hospital services and outpatient hospital services to the extent such outpatient hospital services are not covered as of December 1, 2013, in the jail infirmary contract to Nueces County jail inmates in Spohn’s facilities located in Nueces County. To the extent the jail infirmary contract is subsequently terminated or significantly modified to reduce the level of services provided thereunder, then Spohn and the District agree to enter into negotiations for Spohn’s potential provision of such jail infirmary services to jail inmates, for a reasonable fee.</p>	<p><i>Section 2.1 of Schedule 2</i> “Spohn shall also provide inpatient hospital and outpatient services to Nueces County jail inmates to the extent such services are not covered in the Health Services Agreement for Nueces County Correctional Facilities among Nueces County, the District and the correctional care services contractor (“Jail Infirmary Contract”) that was in effect on December 1, 2013. To the extent the Jail Infirmary Contract with such correctional care services contractor or a successor contractor to such correctional care services contractor is subsequently terminated or significantly modified to reduce the level of services provided thereunder, Spohn and District agree to enter into negotiations for Spohn’s potential provision of expanded jail infirmary services.”</p>	<p><i>Amended ICA Section 2.1</i> “Provider shall also provide inpatient hospital and outpatient services to Nueces County jail inmates to the extent such services are not covered in the Health Services Agreement for Nueces County Correctional Facilities among Nueces County, the District and the correctional care services contractor (“Jail Infirmary Contract”) that was in effect on December 1, 2013. District shall be obligated to compensate Provider for inpatient and outpatient services provided to jail inmates in accordance with Section 4.1 of this Agreement. To the extent the Jail Infirmary Contract with such correctional care services contractor or a successor contractor to such correctional care services contractor is subsequently terminated or significantly modified to reduce the level of services provided thereunder, Provider and District agree to enter into negotiations for Provider’s potential provision of expanded jail infirmary services for a reasonable fee in addition to the amount set forth in Section 4.1.”</p>
<p><i>Section I(e)</i> Spohn will ensure the appropriate availability of inpatient and outpatient</p>	<p><i>Section 2.2 of Schedule 2</i> “<u>Psychiatric Services</u>. In addition to the Health Care Services Spohn furnishes to Indigents pursuant to the</p>	<p><i>New ICA Section 2.8</i> “<b>Psychiatric Services</b>. In addition to the Health Care Services Provider furnishes to Indigents pursuant to the</p>

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<p>psychiatric and behavioral health services for Nueces Aid Beneficiaries. Spohn is analyzing the most appropriate location for these services in conjunction with the Texas legislative initiative, House Bill 3793, 83rd Legislature, Regular Session, 2013 Plan for the Appropriate and Timely Provision of Mental Health Services, which directs the Department of State and Health Services to develop a plan to ensure the appropriate and timely provision of mental health services. The location of Spohn’s inpatient and outpatient psychiatric and behavioral health services will be in Nueces County. Spohn will also ensure that inpatient psychiatric Nueces Aid Beneficiaries have access to medications upon discharge. In addition, Spohn will provide transportation services between Spohn’s inpatient psychiatric facilities and Spohn’s off-site service facilities for Nueces Aid Beneficiaries requiring psychiatric and/or medical services. Spohn will coordinate with law enforcement on the transportation by law enforcement authorities of jail inmates and persons in law enforcement custody.</p>	<p>Handbook in accordance with Section 2.1, Spohn will ensure the appropriate availability of inpatient and outpatient psychiatric and behavioral health services for Indigents during the term of the Agreement. The specific requirements Spohn must fulfill in making these psychiatric and behavioral health services available to Indigents and in maintaining the availability of psychiatric and behavioral health services include:</p> <ol style="list-style-type: none"> <li>a. The location of the inpatient and outpatient psychiatric and behavioral health services Spohn makes available to Indigents will be in Corpus Christi, Texas;</li> <li>b. Spohn will furnish or arrange transportation services (including coordination with law enforcement for transportation) for Nueces County Indigents requiring psychiatric and/or medical services between Spohn’s inpatient psychiatric facilities and Spohn’s off-site service facilities where Indigents can access psychiatric and/or medical services. Spohn will pay for such transportation services if not paid for by another source or furnished by another source without charge;</li> <li>c. Spohn will ensure that inpatient Indigents have access to appropriate medications upon a psychiatric discharge, consistent with the limitations in the Handbook;</li> <li>d. Spohn shall analyze the most appropriate facility for psychiatric and behavioral health services in conjunction with the Texas legislative initiative, House Bill 3793, 83<sup>rd</sup> Legislature, Regular Session, 2013 Plan for the Appropriate and Timely Provision of Mental Health Services, which directs the Department of State and Health Services to develop a plan to ensure the appropriate and timely</li> </ol>	<p>Handbook in accordance with Section 2.1, Provider will ensure the appropriate availability of inpatient and outpatient psychiatric and behavioral health services for Indigents during the Term. The specific requirements Provider must fulfill in making these psychiatric and behavioral health services available to Indigents and in maintaining the availability of psychiatric and behavioral health services include:</p> <ol style="list-style-type: none"> <li>a. The location of the inpatient and outpatient psychiatric and behavioral health services Provider makes available to Indigents will be in Corpus Christi, Texas;</li> <li>b. Provider will furnish or arrange transportation services (including coordination with law enforcement for transportation) for Nueces County Indigents requiring psychiatric and/or medical services between Provider’s inpatient psychiatric facilities and Provider’s off-site service facilities where Indigents can access psychiatric and/or medical services. Provider will pay for such transportation services if not paid for by another source or furnished by another source without charge;</li> <li>c. Provider will ensure that inpatient Indigents have access to appropriate medications upon a psychiatric discharge, consistent with the limitations in the Handbook;</li> <li>d. Provider shall analyze the most appropriate facility for psychiatric and behavioral health services in conjunction with the Texas legislative initiative, House Bill 3793, 83<sup>rd</sup> Legislature, Regular Session, 2013 Plan for the Appropriate and Timely Provision of Mental Health Services, which directs the Department of State and Health Services to develop a plan to ensure the appropriate and timely</li> </ol>
<p><i>Section I(f)</i> Spohn will maintain the availability of psychiatric and behavioral health services.</p> <ol style="list-style-type: none"> <li>i. Spohn will provide access for law enforcement officers and others to bring Nueces County residents to its appropriate facilities.</li> <li>ii. Spohn will continue to provide psychiatric assessment services and crisis stabilization.</li> </ol>		

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<p>iii. Spohn will provide a commitment hearing location within or adjacent to its inpatient psychiatric facility.</p> <p>iv. Spohn will provide adequate availability of inpatient psychiatric beds for Nueces Aid Beneficiaries, patients under emergency detention warrant, and adult Behavioral Health Center of Nueces County (formerly Nueces County MHMR) patients. Spohn will evaluate and, as appropriate, modify such number of inpatient psychiatric beds in the future based on patient demand and community need.</p> <p>v. Spohn will continue its collaboration with Behavioral Health Center of Nueces County (formerly Nueces County MHMR) for behavioral health services and resources, including inpatient services.</p>	<p>provision of mental health services, and other applicable initiatives;</p> <p>e. Spohn will provide psychiatric assessment and crisis stabilization services;</p> <p>f. Spohn will provide adequate availability of inpatient psychiatric beds for Indigents, patients under emergency detention warrant, and adult Behavioral Health Center of Nueces County (formerly Nueces County MHMR) patients. Spohn will evaluate and, as appropriate, modify such number of inpatient psychiatric beds in the future based on patient demand and community need;</p> <p>g. Spohn will provide an adequately and appropriately equipped commitment hearing location within or adjacent to Spohn’s inpatient psychiatric facility;</p> <p>h. Spohn will provide access for law enforcement officers and others to bring Nueces County residents to Spohn’s appropriate facilities;</p> <p>i. Spohn will coordinate with law enforcement on the transportation by law enforcement authorities of jail inmates and persons in law enforcement custody who have psychiatric conditions; and</p> <p>j. Spohn will maintain its collaboration with Behavioral Health Center of Nueces County (formerly Nueces County MHMR) for behavioral health services and resources, including inpatient services.</p>	<p>provision of mental health services, and other applicable initiatives;</p> <p>e. Provider will provide psychiatric assessment and crisis stabilization services;</p> <p>f. Provider will provide adequate availability of inpatient psychiatric beds for Indigents, patients under emergency detention warrant, and adult Behavioral Health Center of Nueces County (formerly Nueces County MHMR) patients. Provider will evaluate and, as appropriate, modify such number of inpatient psychiatric beds in the future based on patient demand and community need;</p> <p>g. Provider will provide an adequately and appropriately equipped commitment hearing location within or adjacent to Provider’s inpatient psychiatric facility;</p> <p>h. Provider will provide access for law enforcement officers and others to bring Nueces County residents to Provider’s appropriate facilities;</p> <p>i. Provider will coordinate with law enforcement on the transportation by law enforcement authorities of jail inmates and persons in law enforcement custody who have psychiatric conditions; and</p> <p>j. Provider will maintain its collaboration with Behavioral Health Center of Nueces County (formerly Nueces County MHMR) for behavioral health services and resources, including inpatient services.”</p>
<p><i>Section I(g)</i> The suspended ICA shall be amended to provide that, starting on the earlier of the</p>	<p>N/A</p>	<p><i>Amended ICA Section 4.1(g)</i> “The term “Maximum Annual Amount” shall mean Thirty-One Million Four Hundred and Fifty-Four</p>

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<p>termination of the Membership Agreement or September 30, 2026, the Maximum Annual Amount Spohn shall be reduced to \$29 million per year with no inflator, subject to the District’s “maintenance of effort.” In accordance with the suspended ICA, the suspended ICA shall likewise be amended to further reduce the Maximum Annual Amount in the event of the rollout of an expanded Texas Medicaid program comparable to that contemplated by the Affordable Care Act that reduces the number of Nueces Aid Beneficiaries.</p>		<p>Thousand Dollars (\$31,454,000) per twelve (12) month Year. However, upon the earlier of either the termination of the Membership Agreement or September 30, 2026, the Maximum Annual Amount shall be reduced to Twenty-Nine Million Dollars (\$29,000,000) per twelve (12) month year, subject to the District’s maintenance of effort to request and advocate for a tax rate sufficient to support the Maximum Annual Amount and subject to the District’s obligations in Section 4.3 of this Agreement. To the extent the Texas Medicaid program is expanded in conformity with the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 (2010) or other Universal Governmental Plan, and that expansion causes a reduction to the number of Indigents, the parties shall negotiate a reasonable reduction to the Maximum Annual Amount to reflect the reduced Indigent enrollment (with any partial twelve (12) month year prorated between the previously effective Maximum Annual Amount and the reduced Maximum Annual Amount).”</p> <p><i>Amended ICA Section 4.1(h)</i>  “4.1(h) Section Intentionally Left Blank.”</p>
<p><i>Section I(h)</i>  Recognizing that the District does not set or otherwise control its tax rate, through the earlier of the termination of the Membership Agreement or September 30, 2026, the District will agree to a “maintenance of effort” commitment to request and diligently advocate for the establishment of an “effective” tax rate at a level to produce at least \$31.454 million per year in District tax revenues. The District’s continuing “maintenance of effort” commitment will be amended to reflect the reduced Nueces Aid Beneficiary enrollment and/or reduced Maximum Annual Amount and potential related reduction in effective tax rate</p>	<p><i>Section 6.04 of the Membership Agreement</i>  <b>“District Maintenance of Efforts to Support Health Care Services.</b> The parties acknowledge that the District does not set or otherwise control its tax rate. Subject to such limitation, the District agrees to a “maintenance of effort” commitment to request and diligently advocate for the establishment of an “effective” tax rate at a level to produce at least \$31.454 million per year in District tax revenues; provided, however, the parties agree to amend such maintenance of effort commitment of the District to reflect the reduced Nueces Aid Beneficiary enrollment and potential related reduction in the effective tax rate at the earlier of one or more of the following contingencies: (1) in the event of the implementation of an expanded Texas Medicaid program comparable to that contemplated by the Patient</p>	<p><i>Amended ICA Section 4.1(g)</i>  “... subject to the District’s maintenance of effort to request and advocate for a tax rate sufficient to support the Maximum Annual Amount and subject to the District’s obligations in Section 4.3 of this Agreement.”</p>

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<p>expected after the earlier of (1) the termination of the Membership Agreement, (2) the rollout of an expanded Texas Medicaid program comparable to that contemplated by the Affordable Care Act, or (3) September 30, 2026.</p>	<p>Protection and Affordable Care Act, or (2) September 30, 2026, in the event this Agreement is extended through such date.”</p>	
<p><i>Section II(a)</i> Spohn and the District will extend Spohn’s Lease obligation, presently \$6,253,865 per year to the District for an additional ten years (through September 2036), with the option for Spohn to extend the Lease for up to four five-year renewals (through 2056). The imputed lease value will remain \$6,253,865 per year during the term of the Membership Agreement until September 30, 2026. The lease rate under the suspended Lease will also remain \$6,253,865 per year until September 30, 2026. As described in Section II(b), the lease rate will be adjusted starting October 1, 2026.</p>	<p>N/A</p>	<p><i>Amended Lease Section 3.1</i> “Subject to and upon the terms and conditions set forth in this Lease, the Initial Term of the Lease shall commence at 12:01 a.m. on the day immediately following the day upon which termination of that certain Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement between Landlord, Tenant, and CHRISTUS Health (“<u>Amended Membership Agreement</u>”) is effective and shall expire, unless otherwise extended by the parties hereto, at 11:59 p.m. Central Time, on September 30, 2036 (the “<u>Termination Date</u>”) or such earlier date as the parties may mutually agree upon in writing and subject to earlier termination pursuant to the expressed terms of the Lease.”</p> <p><i>Amended Lease Section 3.2</i> “Provided no uncured Event of Default then exists, the Initial Term of this Lease shall be extended, at Tenant’s sole option, for up to an additional twenty (20) years, in up to four (4) subsequent and successive five (5) year increments (each a “<u>Renewal Term</u>”).”</p> <p><i>Amended Lease Section 4.1</i> “Commencing as of the Effective Date of this Fourth Amendment and continuing thereafter until September 30, 2026, Tenant shall pay Landlord an annual base rent of Six Million, Two Hundred Fifty-Three Thousand, Eight Hundred Sixty-Five Dollars (\$6,253,865) (the “<u>Base Rent</u>”). Commencing on October 1, 2026 and continuing throughout the remainder of the Initial Term and each Renewal Term, if renewed and extended by Tenant, the Base Rent will be One Million Dollars</p>

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		(\$1,000,000) per year.”
<p><i>Section II(b)</i> The lease amount will be adjusted to \$1 million beginning in October 2026.</p>	N/A	<p><i>Amended Lease Section 4.1</i> “Commencing on October 1, 2026 and continuing throughout the remainder of the Initial Term and each Renewal Term, if renewed and extended by Tenant, the Base Rent will be One Million Dollars (\$1,000,000) per year.”</p>
<p><i>Section II(c)</i> Due to Spohn’s demolition of the Memorial hospital building, the District will be relieved of its obligation to purchase the equipment in the facility at the end of the Lease term.</p>	<p><i>Section 3.10 of Schedule 1</i> “3.10. <u>Equipment/Replaced Equipment; Replaced Fixtures; Hospital Equipment.</u> 3.10.1. No later than sixty (60) days prior to the expiration or termination of this Schedule 1 and in the event the parties do not enter into any lease or similar agreement upon such termination, Spohn shall deliver written notice to the District describing each piece of Hospital Equipment still in use, each piece of Replaced Equipment, and each piece of Replaced Equipment which Spohn intends to acquire during the remainder of the term of this Schedule 1. The District shall have the option, but not the obligation, to purchase from Spohn any or all of the Replaced Equipment by paying to Spohn, on or prior to the expiration of the term of this Schedule 1, an amount equal to the Net Book Value (as of the date of purchase by the District) of the Replaced Equipment to be purchased by the District. Upon receipt of payment, Spohn shall deliver to the District a bill of sale for the equipment purchased by the District. No later than forty-five (45) days after the District’s receipt of Spohn’s notice describing the Replaced Equipment, the District shall send to Spohn written notice setting forth which Replaced Equipment the District elects to purchase, if any. Any Replaced Equipment which the District does not elect to purchase shall remain the sole property of Spohn and may be removed by Spohn from the Hospitals in</p>	<p><i>Amended Lease Section 6.9</i> “<u>Equipment/Replaced Equipment; Replaced Fixtures; Hospital Equipment.</u> a. No later than sixty (60) days prior to the expiration or termination of this Lease and in the event the parties do not enter into any lease or similar agreement upon such termination, Tenant shall deliver written notice to Landlord describing each piece of Hospital Equipment still in use, each piece of Replaced Equipment, and each piece of Replaced Equipment which Tenant intends to acquire during the remainder of the term of this Lease. Landlord shall have the option, but not the obligation, to purchase from Tenant any or all of the Replaced Equipment by paying to Tenant, on or prior to the expiration of the term of this Lease, an amount equal to the Net Book Value (as of the date of purchase by Landlord) of the Replaced Equipment to be purchased by Landlord. Upon receipt of payment, Tenant shall deliver to Landlord a bill of sale for the equipment purchased by Landlord. No later than forty-five (45) days after Landlord’s receipt of Tenant’s notice describing the Replaced Equipment, Landlord shall send to Tenant written notice setting forth which Replaced Equipment Landlord elects to purchase, if any. Any Replaced Equipment which Landlord does not elect to purchase shall remain the sole property of Tenant and may be removed by Tenant from the Hospitals in accordance with the terms of this Lease.</p>



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	<p>accordance with the terms of this Schedule 1.</p> <p>3.10.2. No later than sixty (60) days prior to the expiration or termination of this Schedule 1 and in the event the parties do not enter into any lease or similar agreement upon such termination, Spohn shall deliver written notice to the District describing each Replaced Fixture in use and each Replaced Fixture which Spohn intends to acquire during the remainder of the term of this Schedule 1. Upon the expiration or termination of Schedule 1 and in the event the parties do not enter into any lease or similar agreement upon such expiration or termination, <b>Spohn shall transfer by operation of law to the District all of the Replaced Fixtures.</b></p> <p>3.10.3. The District and Spohn hereby agree as follows with respect to the Hospital Equipment: (i) Spohn shall be permitted to remove and/or relocate, from time to time at Spohn's sole discretion, the Hospital Equipment, or any portion(s) thereof, from the Real Property; and (ii) Spohn shall from time to time, upon not less than thirty (30) days' prior written notice to the District, advise the District, in order to enable the District to comply with any statutory salvage requirements applicable to the District with respect to the Hospital Equipment, when Spohn no longer requires the use of any items of the Hospital Equipment, whereupon the District shall be required, at the District's sole cost and expense, to remove said item of the Hospital Equipment from the Real Property promptly following Spohn's delivery of said notice. To the</p>	<p>b. No later than sixty (60) days prior to the expiration or termination of this Lease and in the event the parties do not enter into any lease or similar agreement upon such termination, Tenant shall deliver written notice to Landlord describing each Replaced Fixture in use and each Replaced Fixture which Tenant intends to acquire during the remainder of the term of this Lease. Upon the expiration or termination of Lease and in the event the parties do not enter into any lease or similar agreement upon such expiration or termination, <b>Tenant shall transfer by operation of law to Landlord all of the Replaced Fixtures.</b></p> <p>c. Landlord and Tenant hereby agree as follows with respect to the Hospital Equipment: (i) Tenant shall be permitted to remove and/or relocate, from time to time at Tenant's sole discretion, the Hospital Equipment, or any portion(s) thereof, from the Real Property; and (ii) Tenant shall from time to time, upon not less than thirty (30) days' prior written notice to Landlord, advise Landlord, in order to enable Landlord to comply with any statutory salvage requirements applicable to Landlord with respect to the Hospital Equipment, when Tenant no longer requires the use of any items of the Hospital Equipment, whereupon Landlord shall be required, at Landlord's sole cost and expense, to remove said item of the Hospital Equipment from the Real Property promptly following Tenant's delivery of said notice. To the extent Tenant removes and/or relocates any</p>

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	<p>extent Spohn removes and/or relocates any Hospital Equipment from the Real Property, upon the termination of this Schedule 1, Spohn shall return, at Spohn's sole cost or expense, to the Real Property all such Hospital Equipment which has not been previously returned for salvage.</p> <p>3.10.4. Notwithstanding anything herein to the contrary, in acknowledgment of the contemplated demolition of the Memorial Buildings and Infrastructure during the term of this Schedule 1, as described in Section 3.5.3, the parties agree that the procedures set forth in this Section 3.10.4 shall apply to Hospital Equipment, Replaced Equipment, Replaced Fixtures, and other structural components, infrastructure, or materials located within or comprising the Memorial Buildings and Infrastructure as of the effective date of the demolition thereof. No later than sixty (60) days prior to the demolition of the Memorial Buildings and Infrastructure, Spohn shall deliver written notice to the District describing each piece of Hospital Equipment still in use and that had a fair market value equal to or greater than the Minimum Value as of the 1996 Transaction Date, as set forth in that certain valuation report prepared by Spohn in accordance with Section 6.8(b) of that certain terminated Lease Agreement between the parties dated September 30, 1996, in order to enable the District to comply with any statutory salvage requirements. Following the District's receipt of such notice, the District shall, at the District's sole cost and expense, remove any such item of the Hospital Equipment from the Memorial Buildings and Infrastructure promptly following Spohn's delivery of said notice. All other remaining items of Hospital Equipment, Replaced Equipment, Replaced Fixtures, and other structural components, infrastructure, or</p>	<p>Hospital Equipment from the Real Property, upon the termination of this Lease, Tenant shall return, at Tenant's sole cost or expense, to the Real Property all such Hospital Equipment which has not been previously returned for salvage.</p> <p>d. Notwithstanding anything herein to the contrary, in acknowledgment of the contemplated demolition of the Memorial Buildings and Infrastructure during the term of this Lease, as described in Section 6.8(f), the parties agree that the procedures set forth in this Section 6.9(d) shall apply to Hospital Equipment, Replaced Equipment, Replaced Fixtures, and other structural components, infrastructure, or materials located within or comprising the Memorial Buildings and Infrastructure as of the effective date of the demolition thereof. No later than sixty (60) days prior to the demolition of the Memorial Buildings and Infrastructure, Tenant shall deliver written notice to Landlord describing each piece of Hospital Equipment still in use and that had a fair market value equal to or greater than the Minimum Value as of the 1996 Transaction Date, as set forth in that certain valuation report prepared by Tenant in accordance with Section 6.8(b) of this Lease, in order to enable Landlord to comply with any statutory salvage requirements. Following Landlord's receipt of such notice, Landlord shall, at Landlord's sole cost and expense, remove any such item of the Hospital Equipment from the Memorial Buildings and Infrastructure promptly following Tenant's delivery of said notice. All other remaining items of Hospital Equipment, Replaced Equipment, Replaced Fixtures, and other structural components, infrastructure, or materials located within or comprising the Memorial Buildings and Infrastructure as of the effective</p>

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	<p>materials located within or comprising the Memorial Buildings and Infrastructure as of the effective date of the demolition shall belong to Spohn as of the effective date of the demolition of the Memorial Buildings and Infrastructure. As the owner of such remaining items of Hospital Equipment, Replaced Equipment, Replaced Fixtures, structural components, infrastructure and materials, Spohn shall have the right to sell such Hospital Equipment, Replaced Equipment, Replaced Fixtures, structural components, infrastructure and materials and retain the proceeds thereof to, among other things, offset Spohn's costs of demolishing the Memorial Buildings and Infrastructure."</p>	<p>date of the demolition shall belong to Tenant as of the effective date of the demolition of the Memorial Buildings and Infrastructure. As the owner of such remaining items of Hospital Equipment, Replaced Equipment, Replaced Fixtures, structural components, infrastructure and materials, Tenant shall have the right to sell such Hospital Equipment, Replaced Equipment, Replaced Fixtures, structural components, infrastructure and materials and retain the proceeds thereof to, among other things, offset Tenant's costs of demolishing the Memorial Buildings and Infrastructure."</p>
<p><i>Section II(d)</i> Spohn's current capital expenditure requirements of \$6 million per year on a rolling 3-year average will be phased down as follows:</p> <p>i. Calendar Year 2014 – \$6 million capital expenditure requirement calculated on a three-year rolling average in accordance with Schedule 1 of the Membership Agreement, with potential deficit for such three-year rolling average added to Spohn's capital expenditures obligation for calendar year 2015;</p> <p>ii. Calendar Year 2015 – \$3 million capital expenditure requirement encompassing infrastructure and equipment expenditures for District-owned facilities (including green space at the Memorial campus) and the construction costs associated with the Dr. Hector P. Garcia – Memorial Family Health</p>	<p><i>Section 3.9.6 of Schedule 1</i> "3.9.6. Notwithstanding Section 3.9.5 above, Spohn's Capital Expenditures obligation for calendar years 2015 and thereafter shall be modified as follows:</p> <p>a. Calendar Year 2015. Spohn shall be obligated to spend the remaining balance, if any, in connection with Spohn's Capital Expenditures obligation for the three (3) year rolling average for 2012, 2013 and 2014 (collectively, the "2014 Deficit"), plus Three Million Dollars (\$3,000,000), in Capital Expenditures during calendar year 2015,</p>	<p><i>New Lease Subsection 6.8(d)(ii)</i> "(ii) Notwithstanding Section 6.8(d)(i) above, Tenant's Capital Expenditures obligation for calendar years 2015 and thereafter shall be modified as follows:</p> <p>A. <i>Calendar Year 2015.</i> Tenant shall be obligated to spend the remaining balance, if any, in connection with Tenant's Capital Expenditures obligation for the three (3) year rolling average for 2012, 2013 and 2014 (collectively, the "<u>2014 Deficit</u>"), plus Three Million Dollars (\$3,000,000), in Capital Expenditures during calendar year 2015, which</p>

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<p>Center leasehold improvement calculated for the 12-month period comprising calendar year 2015, with potential deficit for such 12-month period added to Spohn’s capital expenditures obligation for calendar year 2016;</p> <p>iii. Calendar Year 2016 – \$2 million capital expenditure requirement encompassing infrastructure and equipment expenditures for District-owned facilities (including green space at the Memorial campus) and construction costs associated with the Dr. Hector P. Garcia – Memorial Family Health Center leasehold improvement calculated for the 12-month period comprising calendar year 2016, with potential deficit for such 12-month period added to Spohn’s capital expenditures obligation for calendar year 2017;</p>	<p>which Capital Expenditures shall include (i) infrastructure and equipment Capital Expenditures for the Hospitals and (ii) the construction project costs incurred by Spohn with respect to the Dr. Hector P. Garcia – Memorial Family Health Center leasehold Improvements incurred by Spohn during calendar year 2015. The costs of maintaining the green space, i.e., the unimproved lawn areas, at the Main Campus shall be credited against Spohn’s Three Million Dollar (\$3,000,000) Capital Expenditures requirement for 2015. Any deficiency in Spohn’s Capital Expenditures obligation for the 2014 Deficit and Three Million Dollars (\$3,000,000) in Capital Expenditures and green space maintenance costs during calendar year 2015 shall be added to Spohn’s capital expenditure obligation for calendar year 2016 (collectively, the “2015 Deficit”).</p> <p>b. Calendar Year 2016. Spohn shall be obligated to spend the remaining balance of the 2015 Deficit, if any, plus Two Million Dollars (\$2,000,000) in Capital Expenditures during calendar year 2016, which Capital Expenditures shall include (i) infrastructure and equipment Capital Expenditures for the Hospitals, including green space, i.e., the unimproved lawn areas, at the Main Campus, and (ii) the construction costs incurred by Spohn with respect to the Dr. Hector P. Garcia-Memorial Family Health Center leasehold Improvements incurred by Spohn during calendar year 2016. The costs of maintaining the green space, i.e., the unimproved lawn areas, at the Main Campus shall be credited against Spohn’s Two Million Dollar (\$2,000,000) Capital</p>	<p>Capital Expenditures shall include (i) infrastructure and equipment Capital Expenditures for the Hospitals and (ii) the construction project costs incurred by Tenant with respect to the Dr. Hector P. Garcia – Memorial Family Health Center leasehold Improvements incurred by Tenant during calendar year 2015. The costs of maintaining the green space, i.e., the unimproved lawn areas, at the Main Campus shall be credited against Tenant’s Three Million Dollar (\$3,000,000) Capital Expenditures requirement for 2015. Any deficiency in Tenant’s Capital Expenditures obligation for the 2014 Deficit and Three Million Dollars (\$3,000,000) in Capital Expenditures and green space maintenance costs during calendar year 2015 shall be added to Tenant’s capital expenditure obligation for calendar year 2016 (collectively, the “<u>2015 Deficit</u>”).</p> <p>B. <i>Calendar Year 2016.</i> Tenant shall be obligated to spend the remaining balance of the 2015 Deficit, if any, plus Two Million Dollars (\$2,000,000) in Capital Expenditures during calendar year 2016, which Capital Expenditures shall include (i) infrastructure and equipment Capital Expenditures for the Hospitals, including green space, i.e., the unimproved lawn areas, at the Main Campus, and (ii) the construction costs incurred by Tenant with respect to the Dr. Hector P. Garcia-Memorial Family Health Center leasehold Improvements incurred by Tenant during calendar year 2016. The costs of maintaining the green space, i.e., the unimproved lawn areas, at the Main Campus shall be credited against the Tenant’s Two Million Dollar (\$2,000,000) Capital Expenditures requirement for 2016. Any deficit</p>

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<p>iv. Calendar Year 2017 and forward – \$600,000 expenditure requirement encompassing (i) a minimum of \$200,000 in capital expenditures at District-owned facilities and (ii) other infrastructure, equipment, repairs, maintenance, and minor equipment expenditures for District-owned facilities (including green space at the Memorial campus) calculated on a three-year rolling average, with the potential deficit (including the potential deficits rolled over from Calendar Year 2014 through Calendar Year 2016) paid by Spohn to the District following reconciliation for calendar year 2017 and forward.</p>	<p>Expenditures requirement for 2016. Any deficit in Spohn’s obligation for the 2015 Deficit and Two Million Dollars (\$2,000,000) Capital Expenditures and green space maintenance costs in 2016 shall be added to Spohn’s capital expenditure obligation for calendar year 2017 (collectively, the “2016 Deficit”).</p> <p>c. Calendar Year 2017 and Thereafter. Spohn shall be obligated to spend Six Hundred Thousand Dollars (\$600,000) annually during calendar year 2017 and during each calendar year thereafter during the initial term and any renewal term of the Agreement, which expenditures shall include (i) a minimum Two Hundred Thousand Dollars (\$200,000) in Capital Expenditures (exclusive of information technology system-wide expenditures or other CHRISTUS Health system-wide expenditures) at the Hospitals and (ii) other infrastructure, equipment, repairs, maintenance and minor equipment expenditures for District-owned facilities (exclusive of information technology system-wide expenditures or other CHRISTUS Health system-wide expenditures), which expenditures shall be calculated on a three (3) year rolling average. The costs of maintaining the green space, i.e., the unimproved lawn areas, at the Main Campus shall be credited against the latter of Spohn’s two categories of Capital Expenditures requirements each year. In addition, the deficit in Capital Expenditures, including the 2016 Deficit, if any, rolled over from calendar years 2014, 2015 and 2016, shall be paid in full by Spohn to the District following reconciliation of Spohn’s capital expenditures for the calendar year 2017.”</p>	<p>in Tenant’s obligation for the 2015 Deficit and Two Million Dollars (\$2,000,000) Capital Expenditures and green space maintenance costs in 2016 shall be added to Tenant’s capital expenditure obligation for calendar year 2017 (collectively, the “<u>2016 Deficit</u>”).</p> <p>C. <i>Calendar Year 2017 and Thereafter.</i> Tenant shall be obligated to spend Six Hundred Thousand Dollars (\$600,000) annually during calendar year 2017 and during each calendar year thereafter during the initial term and any renewal term of the Lease, which expenditures shall include (i) a minimum Two Hundred Thousand Dollars (\$200,000) in Capital Expenditures (exclusive of information technology system-wide expenditures or other CHRISTUS Health system-wide expenditures) at the Hospitals and (ii) other infrastructure, equipment, repairs, maintenance and minor equipment expenditures (exclusive of information technology system-wide expenditures or other CHRISTUS Health system-wide expenditures) for Landlord-owned facilities, which expenditures shall be calculated on a three (3) year rolling average. The costs of maintaining the green space, i.e., the unimproved lawn areas, at the Main Campus shall be credited against the latter of Tenant’s two categories of Capital Expenditures requirements each year. In addition, the deficit in Capital Expenditures, including the 2016 Deficit, if any, rolled over from calendar years 2014, 2015 and 2016, shall be paid in full by Tenant to the Landlord following reconciliation of the Tenant’s capital expenditures for the</p>

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		calendar year 2017.”
<p><i>Section II(e)</i> Notwithstanding anything herein to the contrary, Spohn and the District agree that the difference between Spohn’s original capital expenditure requirement of \$6 million and Spohn’s phased down capital expenditure obligation for Calendar Years 2015 until the Calendar Year in which Spohn satisfactorily completes its commitments as set out in Sections II.e (i)-(iv) below (“Escrow Funds”) shall be held in escrow. The Escrow Funds shall be disbursed to Spohn based on the following schedule:</p> <p>i. Spohn shall be entitled to withdraw twenty-five percent (25%) of the Escrow Funds balance upon obtaining a certificate of occupancy for the Dr. Hector P. Garcia – Memorial Family Health Center and treating a Nueces Aid Beneficiary patient in that facility. In addition, Spohn will reduce its subsequent Escrow Funds deposits by twenty-five percent (25%) upon completion of this commitment.</p>	<p><i>Section 3.9.7 of Schedule 1</i> “Notwithstanding the reductions in Capital Expenditures for calendar years 2015 and thereafter, pursuant to the terms of the escrow agreement attached as Exhibit F hereto (“Escrow Agreement”), Spohn shall deposit (on the first day of the first month following the effective date of the Agreement for the calendar year 2015 deposit and on January 1 of each year thereafter) into escrow an amount equal to the difference between Six Million Dollars (\$6,000,000) and the reduced Capital Expenditures obligation for each calendar year commencing with 2015 (excluding the 2014 Deficit, 2015 Deficit, 2016 Deficit, if any) (“Escrow Funds”) until Spohn successfully completes its commitments as described in the following Subsections (a) through (f):</p> <p>a. Spohn shall obtain a certificate of occupancy for the Dr. Hector P. Garcia – Memorial Family Health Center and treat an Indigent as defined in Schedule 2 in that facility. Upon Spohn’s completion of such commitment and in accordance with the terms of the Escrow Agreement, Spohn shall be entitled to withdraw (i) twenty-five percent (25%) of the Escrow Funds, in the event that Spohn completes this commitment prior to completing any of the other commitments described in this Section 3.9.7, or (ii) an additional twenty-five percent (25%) of the cumulative Escrow Funds previously withdrawn by Spohn (e.g., if Spohn has previously withdrawn 25% of the Escrow Funds, Spohn shall be entitled to withdraw an additional amount equivalent to a cumulative of 50% of the Escrow Funds) as a result of its completion of one or more of the commitments described in this Section 3.9.7,</p>	<p><i>New Lease Subsection 6.8(d)(iii)</i> (iii) Notwithstanding the reductions in Capital Expenditures for calendar years 2015 and thereafter, pursuant to the terms of the escrow agreement attached hereto as Exhibit H (“Escrow Agreement”), Tenant shall deposit (on the first day of the first month following the effective date of the Lease for the calendar year 2015 deposit and on January 1 of each year thereafter) into escrow an amount equal to the difference between Six Million Dollars (\$6,000,000) and the reduced Capital Expenditures obligation for each calendar year commencing with 2015 (excluding the 2014 Deficit, 2015 Deficit, 2016 Deficit, if any) (“Escrow Funds”) until Tenant successfully completes its commitments as described in the following Subsections (A) through (F):</p> <p>A. Tenant shall obtain a certificate of occupancy for the Dr. Hector P. Garcia – Memorial Family Health Center and treat an Indigent as defined in the Indigent Care Agreement in that facility. Upon Tenant’s completion of such commitment, and in accordance with the terms of the Escrow Agreement, Tenant shall be entitled to withdraw (i) twenty-five percent (25%) of the Escrow Funds, in the event that Tenant completes this commitment prior to completing any of the other commitments described in this Section 6.8(d)(iii), or (ii) an additional twenty-five percent (25%) of the cumulative Escrow Funds previously withdrawn by Tenant (e.g., if Tenant has previously withdrawn 25% of the Escrow Funds, Tenant shall be entitled to withdraw an additional amount equivalent to a cumulative of 50% of the Escrow Funds) as a result of its completion of one or more of the commitments described in this Section 6.8(d)(iii), in the event</p>

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<p>ii. Spohn shall be entitled to withdraw twenty-five percent (25%) of the Escrow Funds balance upon completion of the Emergency Department renovations at the Shoreline hospital campus. In addition, Spohn will reduce its subsequent Escrow Funds deposits by twenty-five percent (25%) upon completion of this commitment.</p>	<p>in the event Spohn completes this commitment, after Spohn completes one or more of Spohn's commitments described in this Section 3.9.7. In addition, Spohn shall reduce its subsequent Escrow Funds deposits by twenty-five percent (25%) upon completion of this commitment.</p> <p>b. Spohn shall complete the Emergency Department renovations at the Shoreline hospital campus as described in Section 2.5(a) of Schedule 2. Upon Spohn's completion of such commitment and in accordance with the terms of the Escrow Agreement, Spohn shall be entitled to withdraw (i) twenty-five percent (25%) of the Escrow Funds, in the event that Spohn completes this commitment prior to completing any of the other commitments described in this Section 3.9.7, or (ii) an additional twenty-five percent (25%) of the cumulative Escrow Funds previously withdrawn by Spohn (e.g., if Spohn has previously withdrawn 25% of the Escrow Funds, Spohn shall be entitled to withdraw an additional amount equivalent to a cumulative of 50% of the Escrow Funds) as a result of its completion of one or more of the commitments described in this Section 3.9.7, in the event Spohn completes this commitment, after Spohn completes one or more of Spohn's commitments described in this Section 3.9.7. In addition, Spohn shall reduce its subsequent Escrow Funds deposits by twenty-five percent (25%) upon completion of this commitment.</p>	<p>Tenant completes this commitment, after Tenant completes one or more of Tenant's commitments described in this Section 6.8(d)(iii). In addition, Tenant shall reduce its subsequent Escrow Funds deposits by twenty-five percent (25%) upon completion of this commitment.</p> <p>B. Tenant shall complete the Emergency Department renovations at the Shoreline hospital campus as described in Section 2.11 of the Indigent Care Agreement. Upon Tenant's completion of such commitment, and in accordance with the terms of the Escrow Agreement, Tenant shall be entitled to withdraw (i) twenty-five percent (25%) of the Escrow Funds, in the event that Tenant completes this commitment prior to completing any of the other commitments described in this Section 6.8(d)(iii), or (ii) an additional twenty-five percent (25%) of the cumulative Escrow Funds previously withdrawn by Tenant (e.g., if Tenant has previously withdrawn 25% of the Escrow Funds, Tenant shall be entitled to withdraw an additional amount equivalent to a cumulative of 50% of the Escrow Funds) as a result of its completion of one or more of the commitments described in this Section 6.8(d)(iii), in the event Tenant completes this commitment, after Tenant completes one or more of Tenant's commitments described in this Section 6.8(d)(iii). In addition, Tenant shall reduce its subsequent Escrow Funds deposits by twenty-five percent (25%) upon completion of this commitment.</p>

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<p>iii. Spohn shall be entitled to withdraw twelve and a half percent (12.5%) of the Escrow Funds balance upon the Shoreline hospital campus obtaining designation from the Texas Department of State Health Services as “in active pursuit” of Level II Trauma status. In addition, Spohn will reduce its subsequent Escrow Funds deposits by twelve and a half percent (12.5%) upon completion of this commitment. Spohn shall be entitled to withdraw an additional twelve and a half percent (12.5%) of the Escrow Funds balance upon the Shoreline hospital campus obtaining official designation from the Texas Department of State Health Services as a Level II Trauma facility. In addition, Spohn will reduce its subsequent Escrow Funds deposits by twelve and a half percent (12.5%) upon completion of this commitment.</p>	<p>c. Spohn’s Shoreline hospital campus shall obtain designation from the Texas Department of State Health Services as “in active pursuit” of Level II Trauma status. Upon Spohn’s completion of such commitment and in accordance with the terms of the Escrow Agreement, Spohn shall be entitled to withdraw (i) twelve and a half percent (12.5%) of the Escrow Funds, in the event that Spohn completes this commitment prior to completing any of the other commitments described in this Section 3.9.7, or (ii) an additional twelve and a half percent (12.5%) of the cumulative Escrow Funds previously withdrawn by Spohn (e.g., if Spohn has previously withdrawn 50% of the Escrow Funds, Spohn shall be entitled to withdraw an additional amount equivalent to a cumulative of 62.5% of the Escrow Funds) as a result of its completion of one or more of the commitments described in this Section 3.9.7, in the event Spohn completes this commitment, after Spohn completes one or more of Spohn’s commitments described in this Section 3.9.7. In addition, Spohn shall reduce its subsequent Escrow Funds deposits by twelve and a half percent (12.5%) upon completion of this commitment.</p> <p>d. Spohn’s Shoreline hospital campus shall obtain official designation from the Texas Department of State Health Services as a Level II Trauma facility. Upon Spohn’s completion of such commitment and in accordance with the terms of the Escrow Agreement, Spohn shall be entitled to withdraw (i) twelve and a half percent</p>	<p>C. Tenant’s Shoreline hospital campus shall obtain designation from the Texas Department of State Health Services as “in active pursuit” of Level II Trauma status. Upon Tenant’s completion of such commitment, and in accordance with the terms of the Escrow Agreement, Tenant shall be entitled to withdraw (i) twelve and a half percent (12.5%) of the Escrow Funds, in the event that Tenant completes this commitment prior to completing any of the other commitments described in this Section 6.8(d)(iii), or (ii) an additional twelve and a half percent (12.5%) of the cumulative Escrow Funds previously withdrawn by Tenant (e.g., if Tenant has previously withdrawn 50% of the Escrow Funds, Tenant shall be entitled to withdraw an additional amount equivalent to a cumulative of 62.5% of the Escrow Funds) as a result of its completion of one or more of the commitments described in this Section 6.8(d)(iii), in the event Tenant completes this commitment, after Tenant completes one or more of Tenant’s commitments described in this Section 6.8(d)(iii). In addition, Tenant shall reduce its subsequent Escrow Funds deposits by twelve and a half percent (12.5%) upon completion of this commitment.</p> <p>D. Tenant’s Shoreline hospital campus shall obtain official designation from the Texas Department of State Health Services as a Level II Trauma facility. Upon Tenant’s completion of such commitment, and in accordance with the terms of the Escrow Agreement, Tenant shall be entitled to withdraw (i) twelve and a half percent (12.5%) of the Escrow Funds, in the event that</p>



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<p>iv. Spohn shall be entitled to withdraw twelve and a half percent (12.5%) of the Escrow Funds balance upon completing the demolition of the Memorial hospital building. In addition, Spohn will reduce its subsequent Escrow Funds deposits by twelve and a half percent (12.5%) upon completion of this commitment. Spohn shall be entitled to withdraw an additional twelve and a half percent (12.5%) of the Escrow Funds balance upon the restoration of the resulting “green space” from the Memorial demolition to the standard Spohn currently provides on the existing “green space” encompassed by the suspended Lease agreement. In addition, Spohn will reduce its subsequent Escrow Funds deposits by an additional twelve and a half percent (12.5%)</p>	<p>(12.5%) of the Escrow Funds, in the event that Spohn completes this commitment prior to completing any of the other commitments described in this Section 3.9.7, or (ii) an additional twelve and a half percent (12.5%) of the cumulative Escrow Funds previously withdrawn by Spohn (e.g., if Spohn has previously withdrawn 62.5% of the Escrow Funds, Spohn shall be entitled to withdraw an additional amount equivalent to a cumulative of 75% of the Escrow Funds) as a result of its completion of one or more of the commitments described in this Section 3.9.7, in the event Spohn completes this commitment, after Spohn completes one or more of Spohn’s commitments described in this Section 3.9.7. In addition, Spohn shall reduce its subsequent Escrow Funds deposits by twelve and a half percent (12.5%) upon completion of this commitment.</p> <p>e. Spohn shall complete the demolition of the Memorial Buildings and Infrastructure. Upon Spohn’s completion of such commitment and in accordance with the terms of the Escrow Agreement, Spohn shall be entitled to withdraw (i) twelve and a half percent (12.5%) of the Escrow Funds, in the event that Spohn completes this commitment prior to completing any of the other commitments described in this Section 3.9.7, or (ii) an additional twelve and a half percent (12.5%) of the cumulative Escrow Funds previously withdrawn by Spohn (e.g., if Spohn has previously withdrawn 75% of the Escrow Funds, Spohn shall be entitled to withdraw an additional amount equivalent to a cumulative of 87.5% of the Escrow Funds) as a result of its completion of one or more of the</p>	<p>Tenant completes this commitment prior to completing any of the other commitments described in this Section 6.8(d)(iii), or (ii) an additional twelve and a half percent (12.5%) of the cumulative Escrow Funds previously withdrawn by Tenant (e.g., if Tenant has previously withdrawn 62.5% of the Escrow Funds, Tenant shall be entitled to withdraw an additional amount equivalent to a cumulative of 75% of the Escrow Funds) as a result of its completion of one or more of the commitments described in this Section 6.8(d)(iii), in the event Tenant completes this commitment, after Tenant completes one or more of Tenant’s commitments described in this Section 6.8(d)(iii). In addition, Tenant shall reduce its subsequent Escrow Funds deposits by twelve and a half percent (12.5%) upon completion of this commitment.</p> <p>E. Tenant shall complete the demolition of the existing Memorial hospital building and other structures and infrastructure situated on the Main Campus (“<u>Memorial Buildings and Infrastructure</u>”). Upon Tenant’s completion of such commitment, and in accordance with the terms of the Escrow Agreement, Tenant shall be entitled to withdraw (i) twelve and a half percent (12.5%) of the Escrow Funds, in the event that Tenant completes this commitment prior to completing any of the other commitments described in this Section 6.8(d)(iii), or (ii) an additional twelve and a half percent (12.5%) of the cumulative Escrow Funds previously withdrawn by Tenant (e.g., if Tenant has previously withdrawn 75% of the Escrow Funds, Tenant shall be entitled to withdraw an additional amount equivalent to a cumulative of</p>



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<p>the District, and Spohn’s obligation to make Escrow Funds deposits will cease on that date.</p>	<p>funds, and earnings thereon, held in the Escrow Fund on deposit with the escrow agent shall be disbursed to Spohn in accordance with the terms of the Escrow Agreement following Spohn’s successful completion of all the commitments described in Subsections (a) through (f) above, provided that Spohn completes such commitments on or before September 29, 2023; provided, however, that in the event Spohn’s performance of one or more commitments is delayed due to an act outside of Spohn’s control (such as a legal action preventing demolition of the Memorial Buildings and Infrastructure, natural disaster, act of war or the like), the parties shall extend the September 29, 2023 deadline for completion of Spohn’s commitments to September 29, 2026.</p> <p>h. Notwithstanding the foregoing, any remaining Escrow Funds balance on deposit with the escrow agent as of September 30, 2023 as a result of Spohn’s failure to perform one or more commitments described in Subsections (a) through (f) above on or before September 29, 2023 that was not extended as set forth in Subsection (g), shall be disbursed to the District in accordance with the terms of the Escrow Agreement, and Spohn’s obligation to make Escrow Funds deposits will cease on that date, as adjusted pursuant to Subsection (g).”</p>	<p>remaining funds, and earnings thereon, held in the Escrow Fund on deposit with the escrow agent shall be disbursed to Tenant in accordance with the terms of the Escrow Agreement following Tenant’s successful completion of all the commitments described in Subsections (A) through (F) above, provided that Tenant completes such commitments on or before September 29, 2023; provided, however, that in the event Tenant’s performance of one or more commitments is delayed due to an act outside of Tenant’s control (such as a legal action preventing demolition of the Memorial Buildings and Infrastructure, natural disaster, act of war or the like), the parties shall extend the September 29, 2023 deadline for completion of Tenant’s commitments to September 29, 2026.</p> <p>H. Notwithstanding the foregoing, any remaining Escrow Funds balance on deposit with the escrow agent as of September 30, 2023 as a result of Tenant’s failure to perform one or more commitments described in Subsections (A) through (F) above on or before September 29, 2023 that was not extended as set forth in Subsection (G), shall be disbursed to Landlord in accordance with the terms of the Escrow Agreement, and Tenant’s obligation to make Escrow Funds deposits will cease on that date, as adjusted pursuant to Subsection (G).”</p>
<p><i>Section II(e) (second one)</i> Spohn will continue to maintain the “green space” at Memorial, and will maintain the land at least in the same condition as the other green space on the Memorial campus.</p>	<p><i>Section 3.5.5 of Schedule 1</i> “Following the demolition of the Memorial Buildings and Infrastructure, Spohn shall maintain the “green space” (i.e., the unimproved lawn areas at the Main Campus) throughout the Term of the Agreement in a</p>	<p><i>New Lease Section 6.8(f)(v)</i> “(v) Following the demolition of the Memorial Buildings and Infrastructure, Tenant shall maintain the “green space” (i.e., the unimproved lawn areas at the Main Campus) throughout the Term of the Agreement in</p>

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	<p>manner consistent with its maintenance of the remaining undeveloped space at the Hospitals and in accordance with Spohn’s obligations under Section 3.9.1. Further, Spohn shall work collaboratively with the District to identify options for the use of the green space; provided, however, Spohn shall have no obligation to finance any modifications to the green space other than as described in this Section 3.5.5.”</p>	<p>a manner consistent with its maintenance of the remaining undeveloped space at the Hospitals and in accordance with Tenant’s obligations under Section 6.8. Further, Tenant shall work collaboratively with Landlord to identify options for the use of the green space; provided, however, Tenant shall have no obligation to finance any modifications to the green space other than as described in this Subsection 6.8(f)(v).”</p>
<p><i>Section II(f)</i> The District will own the new Dr. Hector P. Garcia – Memorial Family Health Center, which shall be constructed by Spohn as a leasehold improvement on the Memorial campus.</p>	<p><i>Section 3.5.1 of Schedule 1</i></p> <p>“3.5.1. In accordance with Section 3.9.7 of this Schedule 1, Spohn, at Spohn’s sole cost and expense, shall be responsible for constructing an outpatient family health center clinic, to be known as the “Dr. Hector P. Garcia – Memorial Family Health Center,” as a leasehold Improvement on the District’s Main Campus, which leasehold Improvement shall contain at least forty thousand (40,000) gross square feet of space. Architectural drawings and construction plans and specifications (i) complying with all legal requirements and approved by all Governmental Entities whose approval is required and (ii) depicting the Dr. Hector P. Garcia – Memorial Family Health Center (collectively, the “Plans”) shall be prepared by Spohn’s architect at Spohn’s sole cost and expense. Spohn shall cause (i) the Dr. Hector P. Garcia – Memorial Family Health Center to be constructed, furnished, installed and completed in accordance with the Plans and all applicable legal requirements; (ii) all utility services necessary for the operation of the Dr. Hector P. Garcia – Memorial Family Health Center as a health clinic to be available at the Dr.</p>	<p><i>New Lease Subsection 6.8(f)(i)</i> “To the extent the Amended Membership Agreement is terminated before Tenant erects the new Dr. Hector P. Garcia – Memorial Family Health Center, Tenant demolishes the Memorial Buildings and Infrastructure, or Tenant fully completes Tenant’s obligations under Section 3.5 of Schedule 1 of the Amended and Restated Membership Agreement, the following provisions will be in effect:</p> <p>(i) After the Effective Date, Tenant, at Tenant’s sole cost and expense, shall be responsible for constructing an outpatient family health center clinic, to be known as the “Dr. Hector P. Garcia – Memorial Family Health Center,” as a leasehold Improvement on the Main Campus, which leasehold Improvement shall contain at least forty thousand (40,000) gross square feet of space. Architectural drawings and construction plans and specifications (i) complying with all legal requirements and approved by all Governmental Entities whose approval is required and (ii) depicting the Dr. Hector P. Garcia – Memorial Family Health Center (collectively, the “Plans”) shall be prepared by Tenant’s architect at Tenant’s sole cost and expense. Tenant shall cause (i) the Dr. Hector P. Garcia – Memorial Family Health Center to be constructed, furnished, installed and completed in accordance with the Plans and all applicable legal requirements; (ii) all utility services</p>

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	<p>Hector P. Garcia –Memorial Family Health Center upon Spohn’s commencement of operations therein; (iii) all roads and parking on site that are necessary for the full utilization of the Dr. Hector P. Garcia – Memorial Family Health Center as a health clinic to be fully installed; (iv) Spohn’s architect, Spohn’s contractor, each subcontractor and all construction costs to be paid in full solely from Spohn’s funds; (v) all construction at the Dr. Hector P. Garcia – Memorial Family Health Center to be performed by Spohn and Spohn’s contractor with reasonable diligence in accordance with the Plans and all applicable legal requirements and in a good and workmanlike manner with new or functionally appropriate materials; and (vi) the Dr. Hector P. Garcia – Memorial Family Health Center to be equipped and furnished with the Replaced Equipment and Replaced Fixtures required by Spohn for the provision of Spohn’s health care and social services under the Agreement and in accordance with Section 2.8 of Schedule 2 of the Agreement (“Schedule 2”). Spohn agrees to provide periodic (but in no event less frequent than monthly) status reports to the District on the Dr. Hector P. Garcia – Memorial Family Health Center during the construction process. The District shall have ten (10) business days after the District’s receipt of each such status report to inspect or cause its agents or representatives to inspect the Dr. Hector P. Garcia – Memorial Family Health Center during the construction process in compliance with this Section 3.5.1, and Spohn agrees to cooperate with such inspections. Spohn shall provide the District written notice that the Dr. Hector P. Garcia – Memorial Family Health Center will be ready for occupancy within thirty (30) days after the date of the notice. Upon the District’s receipt of Spohn’s written notice, District shall have ten (10) business days after the District’s receipt of such written notice to further inspect or cause its agents or representatives to inspect the Dr. Hector P. Garcia – Memorial Family Health Center, and Spohn agrees to cooperate with such</p>	<p>necessary for the operation of the Dr. Hector P. Garcia – Memorial Family Health Center as a health clinic to be available at the Dr. Hector P. Garcia –Memorial Family Health Center upon Tenant’s commencement of operations therein; (iii) all roads and parking on site that are necessary for the full utilization of the Dr. Hector P. Garcia – Memorial Family Health Center as a health clinic to be fully installed; (iv) Tenant’s architect, Tenant’s contractor, each subcontractor and all construction costs to be paid in full solely from Tenant’s funds; (v) all construction at the Dr. Hector P. Garcia – Memorial Family Health Center to be performed by Tenant and Tenant’s contractor with reasonable diligence in accordance with the Plans and all applicable legal requirements and in a good and workmanlike manner with new or functionally appropriate materials; and (vi) the Dr. Hector P. Garcia – Memorial Family Health Center to be equipped and furnished with the Replaced Equipment and Replaced Fixtures required by Tenant for the provision of Tenant’s health care and social services under the Indigent Care Agreement and in accordance with Section 2.14 of the Indigent Care Agreement. Tenant agrees to provide periodic (but in no event less frequent than monthly) status reports to Landlord on the Dr. Hector P. Garcia – Memorial Family Health Center during the construction process. Landlord shall have ten (10) business days after Landlord’s receipt of each such status report to inspect or cause its agents or representatives to inspect the Dr. Hector P. Garcia – Memorial Family Health Center during the construction process in compliance with this Section 6.8(f), and Tenant agrees to cooperate with such inspections. Tenant shall provide Landlord written notice that the Dr. Hector P. Garcia – Memorial Family Health Center will be ready for occupancy within thirty (30) days after the date of</p>

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	<p>inspection. The District and Spohn acknowledge and agree that the parties shall confer and consult in all aspects of the design, construction and furnishing of the Dr. Hector P. Garcia – Memorial Family Health Center, provided that Spohn shall have final control and responsibility with respect to all expenditures of Spohn’s funds and the management of the design, construction and furnishing of the Dr. Hector P. Garcia – Memorial Family Health Center. <b>Notwithstanding any provision in this Section 3.5 to the contrary, fee simple title in and to the Dr. Hector P. Garcia – Memorial Family Health Center, shall vest and belong to the District free and clear of all Liens during the term of the Agreement and thereafter.”</b></p>	<p>the notice. Upon Landlord’s receipt of Tenant’s written notice, Landlord shall have ten (10) business days from Landlord’s receipt of such written notice to further inspect or cause its agents or representatives to inspect the Dr. Hector P. Garcia – Memorial Family Health Center, and Tenant agrees to cooperate with such inspection. Landlord and Tenant acknowledge and agree that the parties shall confer and consult in all aspects of the design, construction and furnishing of the Dr. Hector P. Garcia – Memorial Family Health Center, provided that Tenant shall have final control and responsibility with respect to all expenditures of Tenant’s funds and the management of the design, construction and furnishing of the Dr. Hector P. Garcia – Memorial Family Health Center. <b>Notwithstanding any provision in this Section 6.8(f) to the contrary, fee simple title in and to the Dr. Hector P. Garcia – Memorial Family Health Center, shall vest and belong to Landlord free and clear of all Liens during the term of the Lease and thereafter;”</b></p>
<p><i>Section II(g)</i> The District will secure (as, applicable, at Spohn’s expense) either:</p> <p>i. Baptist Foundation of Texas’ written affirmation that the new Dr. Hector P. Garcia – Memorial Health Center complies with the current restrictive covenant contained in the existing grant deed from Baptist Foundation of Texas;</p> <p>ii. A written amendment to the Baptist Foundation of Texas’ grant deed expanding the restrictive covenant to allow the Memorial campus to be used for “hospital, healthcare, healthcare education, and/or</p>	<p>Obligation completed, and therefore this is not a requirement in the Membership Agreement.</p>	<p>Obligation completed, and therefore this is not a requirement in the Standby Agreements.</p>

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<p>related activities or purposes including, without limitation, an outpatient primary care clinic or any other inpatient or outpatient/ambulatory facility or facilities used to provide healthcare or related services to the community;” or</p> <p>iii. a variance/written release from the Baptist Foundation of Texas regarding the restrictive covenant contained in the grant deed from Baptist Foundation of Texas to the District granting title to the real property free and clear of such restrictive covenant.</p>		
<p><i>Section III(a)</i> Spohn will have the right to erect a new building as a leasehold improvement on the land encompassed by the amendments to Schedule 1 of the Membership Agreement and the suspended Lease and then, following the District’s Board of Managers’ authorization to close the Memorial hospital facility and subject to Texas Health &amp; Safety Code §§ 285.051 and 285.052, to demolish the existing Memorial hospital facility on the Memorial campus.</p>	<p><i>Section 3.5.1 of Schedule 1</i> See language above.</p> <p><i>Sections 3.5.3-3.5.4 of Schedule 1</i> “3.5.3 Subject to the conditions precedent described below, Spohn shall be responsible for demolishing the existing Memorial hospital building and other structures and infrastructure situated on the Main Campus (“Memorial Buildings and Infrastructure”) within the area designated for demolition as depicted in Exhibit E or as otherwise agreed to by Spohn and the District (“Demolition Area”). Spohn acknowledges and agrees that it will not cease operations at, nor demolish, the Memorial Buildings and Infrastructure until Spohn has completed the construction of the Dr. Hector P. Garcia – Memorial Family Health Center and obtained all requisite certificate of occupancy and federal, state or local government licenses and approvals required by all applicable Governmental Entities having jurisdiction over the Dr. Hector P. Garcia – Memorial Family Health Center. Spohn further acknowledges and agrees that it will not cease operations at, nor demolish, the Memorial Buildings and Infrastructure until Spohn has completed the construction to the Shoreline Emergency Department and Trauma Center as described in Sections 2.3 and 2.5</p>	<p><i>New Lease Subsection 6.8(f)(i)</i> See language above.</p> <p><i>New Lease Sections 6.8(f)(iii)-(iv)</i> “(iii) Subject to the conditions precedent described below, Tenant shall be responsible for demolishing the Memorial Buildings and Infrastructure within the area designated for demolition as depicted in Exhibit E or as otherwise agreed to by Tenant and Landlord (“Demolition Area”). Tenant acknowledges and agrees that it will not cease operations at, nor demolish, the Memorial Buildings and Infrastructure until Tenant has completed the construction of the Dr. Hector P. Garcia – Memorial Family Health Center and obtained all requisite certificates of occupancy and federal, state or local government licenses and approvals required by all applicable Governmental Entities having jurisdiction over the Dr. Hector P. Garcia – Memorial Family Health Center. Tenant further acknowledges and agrees that it will not cease operations at, nor demolish, the Memorial Buildings and Infrastructure until Tenant has completed the construction to the Shoreline Emergency Department and Trauma Center as described in Sections 2.9 and 2.11 of the Indigent Care Agreement, ensuring that the community will have constant access to an emergency</p>

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	<p>of Schedule 2, ensuring that the community will have constant access to an emergency department equipped to provide Level II Trauma services. The demolition, construction, and other costs described in this Section 3.5.3 shall be borne solely by Spohn.</p> <p>3.5.4 The demolition of the Memorial Buildings and Infrastructure shall be conducted by a qualified contractor engaged by Spohn in accordance with demolition plans prepared by Spohn’s representatives at Spohn’s sole cost and expense (“Demolition Plans”). The demolition of the Memorial Buildings and Infrastructure shall be conducted by Spohn’s contractor in a reasonable and good and workmanlike manner and in accordance with generally accepted demolition practices and applicable legal requirements. In demolishing the Memorial Buildings and Infrastructure, Spohn shall use reasonable efforts to re-use or recycle building materials where applicable, to reduce the volume of refuse from the demolition. Spohn shall provide to the District a copy of the Demolition Plans and consult with the District about such Demolition Plans. Spohn’s demolition of the Memorial Buildings and Infrastructure shall not commence until ten (10) business days from providing the District a copy of the Demolition Plans, and said demolition shall result in the complete removal of the Memorial Buildings and Infrastructure (including, without limitation, the basement infrastructure, underground storage tanks, and any other existing above ground or below ground infrastructure) from the portion of the Demolition Area in such manner that said area, including the former sites of the Memorial Buildings and Infrastructure will be suitable for future development, including for the construction of facilities that require deep foundations. Spohn agrees to provide periodic (but in no event less frequent than monthly) status reports to the District on</p>	<p>department equipped to provide Level II Trauma services. The demolition, construction, and other costs described in this Section 6.8(f)(iii) shall be borne solely by Tenant.</p> <p>(iv) The demolition of the Memorial Buildings and Infrastructure shall be conducted by a qualified contractor engaged by Tenant in accordance with demolition plans prepared by Tenant’s representatives at Tenant’s sole cost and expense (“Demolition Plans”). The demolition of the Memorial Buildings and Infrastructure shall be conducted by Tenant’s contractor in a reasonable and good and workmanlike manner and in accordance with generally accepted demolition practices and applicable legal requirements. In demolishing the Memorial Buildings and Infrastructure, Tenant shall use reasonable efforts to re-use or recycle building materials where applicable, to reduce the volume of refuse from the demolition. Tenant shall provide to Landlord a copy of the Demolition Plans and consult with Landlord about such Demolition Plans. Tenant’s demolition of the Memorial Buildings and Infrastructure shall not commence until ten (10) business days from providing Landlord a copy of the Demolition Plans, and said demolition shall result in the complete removal of the Memorial Buildings and Infrastructure (including, without limitation, the basement infrastructure, underground storage tanks, and any other existing above ground or below ground infrastructure) from the portion of the Main Campus demarked for Demolition Area in such manner that said area, including the former sites of the Memorial Buildings and Infrastructure, will be suitable for future development, including for the construction of facilities that require deep foundations. Tenant agrees to provide periodic (but in no event less frequent than monthly) status</p>



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	<p>the status of the demolition of the Memorial Buildings and Infrastructure during the demolition process. The District shall have ten (10) business days after the District’s receipt of each such status report to inspect or cause its agents or representatives to inspect the Demolition Area periodically during the demolition process to ensure compliance with this Section 3.5.4, and Spohn agrees to cooperate with such inspections. Prior to the completion of the demolition of the Memorial Buildings and Infrastructure, Spohn shall provide the District written notice that the Memorial Building and Infrastructure demolition is nearing completion. Upon the District’s receipt of Spohn’s written notice, the District shall have ten (10) business days after the District’s receipt of such written notice to inspect or cause its agents or representatives to inspect the demolition site for compliance with this Section 3.5.4, and Spohn agrees to cooperate with such inspection.”</p>	<p>reports to Landlord on the status of the demolition of the Memorial Buildings and Infrastructure during the demolition process. Landlord shall have ten (10) business days after Landlord’s receipt of each such status report to inspect or cause its agents or representatives to inspect the demolition site periodically during the demolition process to ensure compliance with this Subsection 6.8(f)(iv), and Tenant agrees to cooperate with such inspections. Prior to the completion of the demolition of the Memorial Buildings and Infrastructure, Tenant shall provide Landlord written notice that the Memorial Buildings and Infrastructure demolition is nearing completion. Upon Landlord’s receipt of Tenant’s written notice, Landlord shall have ten (10) business days after of Landlord’s receipt of such written notice to inspect or cause its agents or representatives to inspect the demolition site for compliance with this Subsection 6.8(f)(iv), and Tenant agrees to cooperate with such inspection.”</p>
<p><i>Section III(b)</i> Spohn will pay for the new construction costs (i) to erect and equip a fully-operational Dr. Hector P. Garcia – Memorial Family Health Center as a leasehold improvement on the Memorial campus and</p> <p>(ii) following the District’s Board of Managers’ authorization to close the Memorial hospital facility and subject to Texas Health &amp; Safety Code §§ 285.051 and 285.052, to demolish the existing Memorial facility as a leasehold improvement on the Memorial campus.</p>	<p><i>Section 3.5.1 of Schedule 1</i> See language above.</p> <p><i>Sections 3.5.3-3.5.4 of Schedule 1</i> See language above.</p>	<p><i>New Lease Subsection 6.8(f)(i)</i> See language above.</p> <p><i>New Lease Subsections 6.8(f)(iii)-(iv)</i> See language above.</p>
<p><i>Section III(c)</i> The new Dr. Hector P. Garcia – Memorial Family Health Center will belong to the District, ensuring that the community has a new, viable infrastructure for providing care</p>	<p><i>Section 3.5.1 of Schedule 1</i> “Notwithstanding any provision in this Section 3.5 to the contrary, fee simple title in and to the Dr. Hector P. Garcia – Memorial Family Health Center, shall vest and belong to the District free and clear of all Liens during</p>	<p><i>New Lease Subsection 6.8(f)(i)</i> “Notwithstanding any provision in this Section 6.8(f) to the contrary, fee simple title in and to the Dr. Hector P. Garcia – Memorial Family Health Center, shall vest and belong to Landlord free and clear of all Liens during the</p>

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to Nueces Aid Beneficiaries, regardless of Spohn’s continued presence.	the term of the Agreement and thereafter.”	term of the Lease and thereafter;”
<i>Section III(d)</i> The lease amount will be adjusted to \$1 million beginning in October 2026.	N/A	<i>Amended Lease Section 4.1</i> “Commencing on October 1, 2026 and continuing throughout the remainder of the Initial Term and each Renewal Term, if renewed and extended by Tenant, the Base Rent will be One Million Dollars (\$1,000,000) per year.”
<i>Section IV(a)</i> Spohn will continue to provide the current levels of inpatient and outpatient services necessary to meet the needs of the Nueces Aid Beneficiaries. Spohn will add approximately 196 new inpatient beds to Shoreline, which will result in a total of 406 staffed beds at Shoreline. In addition, Spohn’s expansion of Shoreline will include shelled space for future growth if needed.	<i>Section 2.5 to Schedule 2</i> “2.5 <u>Shoreline Renovations</u> . During the term of the Agreement, Spohn shall provide consistent levels of inpatient and outpatient services necessary to meet the needs of the Indigent. Prior to ceasing operations at or closing Memorial, as contemplated in the September 10, 2014 Letter of Intent between Spohn and the District, Spohn will:  a. ...  b. Expand its number of staffed inpatient beds at Shoreline to a minimum of four hundred and six (406) staffed beds. Spohn’s expansion of Shoreline will additionally include shelled space at Shoreline to enable future inpatient growth, as necessary.”	<i>New ICA Section 2.11</i> “ <b>2.11 Shoreline Renovations</b> . During the Term, Provider shall provide consistent levels of inpatient and outpatient services necessary to meet the needs of the Indigent. Prior to ceasing operations at or closing Memorial, as contemplated in the September 10, 2014 Letter of Intent between Provider and the District, Provider will:  a. ...  b. Expand its number of staffed inpatient beds at Shoreline to a minimum of four hundred and six (406) staffed beds. Provider’s expansion of Shoreline will additionally include shelled space at Shoreline to enable future inpatient growth, as necessary.”
<i>Section IV(b)</i> Spohn will maintain a Level II Trauma Services Center in Corpus Christi. Currently, the Memorial campus includes an Emergency Department (“ED”) and a Level II Trauma Center.	<i>Included in Section 2.3 of Schedule 2</i> “Spohn shall maintain a designated Level II Trauma Services Center in Corpus Christi, Texas, in conformity with the rules promulgated by the Texas Department of State Health Services.”  <i>Section 1.03 of Membership Agreement</i> “ <b>Trauma Services</b> . Spohn shall provide trauma services within the Nueces County Facilities, including maintaining at least one state-designated Level II Trauma Services Center in Corpus Christi, Texas at all	<i>Included in new ICA Section 2.9</i> “Provider shall maintain a designated Level II Trauma Services Center in Corpus Christi, Texas, in conformity with the rules promulgated by the Texas Department of State Health Services.”

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<p>Before ceasing operations at Memorial, the ED services and trauma services and program will transfer to Shoreline and enable Spohn to provide at least the same or enhanced level of ED services and Trauma Center services at Shoreline as currently exist at Shoreline and Memorial. The initial refurbishment and enhancement of Shoreline’s ED will target the construction or renovation of 39 ED treatment beds / ED beds, subject to no less than a 10% variance, following Spohn’s architectural patient flow assessment and related design considerations. Spohn will evaluate and, as appropriate, modify such number of ED treatment beds / ED beds in the future based on patient demand and community need.</p> <p>i. Spohn will not cease operations at or</p>	<p>times during the term of this Agreement or be in “active pursuit” of achieving such Level II Trauma Services Center state-designation as described more fully in the September 10, 2014 Letter of Intent.”</p> <p><i>Section 2.5 of Schedule 2</i>  <b>2.5 Shoreline Renovations.</b> During the term of the Agreement, Spohn shall provide consistent levels of inpatient and outpatient services necessary to meet the needs of the Indigent. Prior to ceasing operations at or closing Memorial, as contemplated in the September 10, 2014 Letter of Intent between Spohn and the District, Spohn will:</p> <p>a. Complete the construction to the Shoreline Emergency Department to ensure that the Nueces County community will have constant access to an emergency department. Spohn shall ensure that such initial refurbishment and enhancement of Shoreline’s Emergency Department will include the construction or renovation of at least thirty-nine (39) emergency department treatment beds/emergency department beds, subject to no more than a ten percent (10%) variance following Spohn’s receipt of a patient flow assessment and related construction design considerations from Spohn’s architect. Spohn will also evaluate and, as appropriate, modify the number of emergency department treatment beds and emergency department beds at Shoreline in the future based on outpatient demand and community need.”</p> <p><i>Included in Section 2.3 of Schedule 2</i></p>	<p><i>ICA Section 2.11</i>  <b>“Shoreline Renovations.</b> During the Term, Provider shall provide consistent levels of inpatient and outpatient services necessary to meet the needs of the Indigent. Prior to ceasing operations at or closing Memorial, as contemplated in the September 10, 2014 Letter of Intent between Provider and the District, Provider will:</p> <p>a. Complete the construction to the Shoreline Emergency Department to ensure that the Nueces County community will have constant access to an emergency department. Provider shall ensure that such initial refurbishment and enhancement of Shoreline’s Emergency Department will include the construction or renovation of at least thirty-nine (39) emergency department treatment beds/emergency department beds, subject to no more than a ten percent (10%) variance following Provider’s receipt of a patient flow assessment and related construction design considerations from Provider’s architect. Provider will also evaluate and, as appropriate, modify the number of emergency department treatment beds and emergency department beds at Shoreline in the future based on outpatient demand and community need.”</p> <p><i>Included in new Lease Subsection 6.8(f)(iii)</i></p>

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<p>demolish the Memorial hospital facility until it has completed the construction to the Shoreline ED / Trauma Center, ensuring that the community will have constant access to an ED equipped to provide Level II Trauma services.</p>	<p>“Spohn shall maintain a designated Level II Trauma Services Center in Corpus Christi, Texas, in conformity with the rules promulgated by the Texas Department of State Health Services. The parties acknowledge and agree that there may be a brief period of time immediately prior to and/or immediately following the demolition or cessation of the operations of CHRISTUS Spohn Hospital – Corpus Christi (“Memorial”) that CHRISTUS Spohn Hospital – Corpus Christi (“Shoreline”) is designated as “in active pursuit” of Level II Trauma Services Center designation; provided, however, the parties acknowledge and agree that, while Shoreline is “in active pursuit” of Level II Trauma Services Center designation, Spohn shall operate Shoreline’s trauma center at the same level as a designated Level II Trauma Center. Notwithstanding anything herein to the contrary, Spohn shall be prohibited from ceasing operations at or demolishing Memorial until Shoreline’s trauma center has received, or is “in active pursuit,” of Level II Trauma status.”</p>	<p>(iii) Subject to the conditions precedent described below, Tenant shall be responsible for demolishing the Memorial Buildings and Infrastructure within the area designated for demolition as depicted in Exhibit E or as otherwise agreed to by Tenant and Landlord (“Demolition Area”). Tenant acknowledges and agrees that it will not cease operations at, nor demolish, the existing Memorial Buildings and Infrastructure until Tenant has completed the construction of the Dr. Hector P. Garcia – Memorial Family Health Center and obtained all requisite certificates of occupancy and federal, state or local government licenses and approvals required by all applicable Governmental Entities having jurisdiction over the Dr. Hector P. Garcia – Memorial Family Health Center. Tenant further acknowledges and agrees that it will not cease operations at, nor demolish, the Memorial Buildings and Infrastructure until Tenant has completed the construction to the Shoreline Emergency Department and Trauma Center as described in Sections 2.9 and 2.11 of the Indigent Care Agreement, ensuring that the community will have constant access to an emergency department equipped to provide Level II Trauma services. The demolition, construction, and other costs described in this Section 6.8(f)(iii) shall be borne solely by Tenant.</p>
<p>ii. There may be a short period of time that Shoreline is designated as “in active pursuit” of Level II Trauma status, based on timing restrictions at the State and the American College of Surgeons. However, the “in active pursuit” designation means that Shoreline will be operating as a Trauma II center while official certification is pending. Spohn will not cease operations at or demolish Memorial until Shoreline has received, or is “in active pursuit” of, Level II Trauma status. Again, the level of trauma</p>	<p><i>Included in Section 2.3 of Schedule 2</i>  <u>“2.3 Trauma and Emergency Department Services.</u>  Spohn shall maintain a designated Level II Trauma Services Center in Corpus Christi, Texas, in conformity with the rules promulgated by the Texas Department of State Health Services. The parties acknowledge and agree that there may be a brief period of time immediately prior to and/or immediately following the demolition or cessation of the operations of CHRISTUS Spohn Hospital – Corpus Christi (“Memorial”) that CHRISTUS Spohn Hospital – Corpus Christi (“Shoreline”) is designated as “in active pursuit” of</p>	<p><i>Included in new ICA Section 2.9</i>  <u>“2.9 Trauma and Emergency Department Services.</u> Provider shall maintain a designated Level II Trauma Services Center in Corpus Christi, Texas, in conformity with the rules promulgated by the Texas Department of State Health Services. The parties acknowledge and agree that there may be a brief period of time immediately prior to and/or immediately following the demolition or cessation of the operations of CHRISTUS Spohn Hospital –Corpus Christi (“Memorial”) that CHRISTUS Spohn Hospital – Corpus Christi (“Shoreline”) is designated as “in active pursuit”</p>

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<p>service will not be interrupted.</p> <p>iii. As part of Spohn’s renovation of the Shoreline ED, Spohn will employ a more effective design for trauma services. The trauma surgeons and team will be an integral part of the design.</p>	<p>Level II Trauma Services Center designation; provided, however, the parties acknowledge and agree that, while Shoreline is “in active pursuit” of Level II Trauma Services Center designation, Spohn shall operate Shoreline’s trauma center at the same level as a designated Level II Trauma Center. Notwithstanding anything herein to the contrary, Spohn shall be prohibited from ceasing operations at or demolishing Memorial until Shoreline’s trauma center has received, or is “in active pursuit,” of Level II Trauma status.”</p> <p>No corresponding provision.</p>	<p>of Level II Trauma Services Center designation; provided, however the parties acknowledge and agree that, while Shoreline is “in active pursuit” of Level II Trauma Services Center designation, Provider shall operate Shoreline’s trauma center at the same level as a designated Level II Trauma Center. Notwithstanding anything herein to the contrary, Provider shall be prohibited from ceasing operations or demolishing Memorial until Shoreline’s trauma center has received, or is “in active pursuit” of, Level II Trauma status.”</p> <p>No corresponding provision.</p>
<p><i>Section IV(c)</i> Spohn will monitor community needs and consider several factors as part of its redesign of the Shoreline ED, including the growing population in the County, the increased number of freestanding EDs serving the community, the increasing availability of primary care in the community, and other factors that may impact patients served by Spohn’s Shoreline ED.</p>	<p>Section 2.6 of Schedule 2 “2.6 <u>Ongoing Monitoring</u>. As part of Spohn’s redesign of Shoreline (including, without limitation, the Shoreline Emergency Department), Spohn’s construction of the new Hector P. Garcia – Memorial Family Health Center, and Spohn’s ongoing operation of healthcare facilities in Nueces County, Spohn will monitor community needs and factors impacting the community, including the growing population in Nueces County, the increased number of freestanding emergency department, the increasing availability of primary care in the community, availability of behavioral health services, and other factors impacting patients served by Spohn. Subsequent to the demolition of Memorial and the expansion of services provided at Shoreline, Spohn will monitor these factors and make reasonable adjustments at Spohn’s healthcare facilities to respond to community needs.”</p>	<p><i>New ICA Section 2.12</i> “<b>2.12 Ongoing Monitoring</b>. As part of Provider’s redesign of Shoreline (including, without limitation, the Shoreline Emergency Department), Provider’s construction of the new Hector P. Garcia – Memorial Family Health Center, and Provider’s ongoing operation of healthcare facilities in Nueces County, Provider will monitor community needs and factors impacting the community, including the growing population in Nueces County, the increased number of freestanding emergency departments, the increasing availability of primary care in the community, availability of behavioral health services, and other factors impacting patients served by Provider. Subsequent to the demolition of Memorial and the expansion of services provided at Shoreline, Provider will monitor these factors and make reasonable adjustments at Provider’s healthcare facilities to respond to community needs.”</p>
<p><i>Section IV(d)</i> Per hospital regulatory requirements, Spohn</p>	<p><i>Section 2.4 of Schedule 2</i> “2.4 <u>Disaster Preparedness</u>. In accordance with hospital</p>	<p><i>New ICA Section 2.10 to ICA</i> “<b>2.10 Disaster Preparedness</b>. In accordance with</p>

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<p>will at all times maintain disaster preparedness, leveraging resources within and outside of the Coastal Bend Region in case of a large-scale emergency, and enlisting emergency resources from other communities in the case of a catastrophic event. Spohn reviews its Emergency Preparedness Plans and conducts drills locally, regionally and at a state level to ensure systemic knowledge of the standard operating procedures during an emergency.</p>	<p>regulatory requirements, Spohn shall at all times maintain disaster preparedness, leveraging resources within and outside of the Coastal Bend Region in case of a large-scale emergency, and enlisting emergency resources from other communities in the case of a catastrophic event. Spohn shall review its emergency preparedness plans and conduct drills locally, regionally and at a state level to ensure systemic knowledge of the standard operating procedures during an emergency.”</p>	<p>hospital regulatory requirements, Provider shall at all times maintain disaster preparedness, leveraging resources within and outside of the Coastal Bend Region in case of a large-scale emergency, and enlisting emergency resources from other communities in the case of a catastrophic event. Provider shall review its emergency preparedness plans and conduct drills locally, regionally and at a state level to ensure systemic knowledge of the standard operating procedures during an emergency.”</p>
<p><i>Section IV(e)</i> Spohn will maintain at least two Graduate Medical Education (“GME”) programs. i. Spohn will maintain, support, and fill at least the number of residents slots needed to obtain Medicare payment at its current annual Medicare allowable full-time-equivalent (“FTE”) GME cap.</p> <p>ii. Spohn will provide office space and a training center for the residents within the redesigned Shoreline campus.</p>	<p><i>Section 2.7 of Schedule 2</i> “2.7 <u>Graduate Medical Education</u>. Spohn will maintain at least two GME programs with comprehensive resident training applicable to such programs. Spohn will maintain, support, and fill at least the number of resident slots needed to obtain Medicare payments at its current annual Medicare full-time equivalent GME cap. Spohn’s GME program resident training will continue to occur at various care sites, in order to ensure a comprehensive training experience.”</p> <p><i>Section 1.02 of Membership Agreement</i> “During the term of this Agreement, Spohn will maintain at least two Graduate Medical Education (“GME”) programs with comprehensive resident training applicable to such programs. Spohn will endeavor to maintain and fill resident slots up to its annual Medicare full-time equivalent GME cap.”</p> <p><i>Section 2.5 of Schedule 2</i> “2.5 <u>Shoreline Renovations</u>. During the term of the Agreement, Spohn shall provide consistent levels of inpatient and outpatient services necessary to meet the needs of the Indigent. Prior to ceasing operations at or closing Memorial, as contemplated in the September 10, 2014 Letter of Intent between Spohn and the District,</p>	<p><i>New ICA Section 2.13 to ICA</i> “<b>2.13 Graduate Medical Education</b>. Provider will maintain at least two GME programs with comprehensive resident training applicable to such programs. Provider will maintain, support, and fill at least the number of resident slots needed to obtain Medicare payments at its current annual Medicare full-time equivalent GME cap. Provider’s GME program resident training will continue to occur at various care sites, in order to ensure a comprehensive training experience.”</p> <p><i>New ICA Section 2.11</i> “<b>Shoreline Renovations</b>. During the Term, Provider shall provide consistent levels of inpatient and outpatient services necessary to meet the needs of the Indigent. Prior to ceasing operations at or closing Memorial, as contemplated in the September 10, 2014 Letter of Intent between Provider and the District, Provider will:</p>

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<p>iii. Resident training will continue to occur at various care sites, in order to ensure a comprehensive training experience.</p>	<p>Spohn will: ... c. Provide office space and a training center for the medical residents participating in Spohn’s Graduate Medical Education (“GME”) program at Shoreline.”</p> <p><i>Section 2.7 of Schedule 2</i> “2.7 <u>Graduate Medical Education.</u> ... Spohn’s GME program resident training will continue to occur at various care sites, in order to ensure a comprehensive training experience.”</p>	<p>... c. Provide office space and a training center for the medical residents participating in Provider’s Graduate Medical Education (“GME”) program at Shoreline.”</p> <p><i>New ICA Section 2.13</i> “<b>2.13 Graduate Medical Education.</b> ... Provider’s GME program resident training will continue to occur at various care sites, in order to ensure a comprehensive training experience.”</p>
<p><i>Section IV(f)</i> Spohn will provide adequate space within the new Dr. Hector P. Garcia – Memorial Family Health Center for District’s current level of enrollment counselors. The parties will evaluate the future need for such space for District enrollment counselors and, if appropriate, modify such space in the future, including potentially providing space within Shoreline for District enrollment counselors.</p>	<p><i>Section 2.8 of Schedule 2</i> “2.8 <u>Clinic Services.</u> The clinic services available at Memorial as of September 10, 2014 will continue to be available in the Dr. Hector P. Garcia – Memorial Family Health Center. These include the current and the expanded services listed below:</p> <p>a. Adequate and appropriately furnished and equipped space within the Dr. Hector P. Garcia – Memorial Family Health Center for twelve (12) District enrollment counselors and one (1) receptionist. The District and Spohn also agree to evaluate the future need for such space for District enrollment counselors and, if agreed to, modify such space in the future, including potentially providing space within Shoreline for District enrollment counselors;”</p> <p><i>Section 1.04 of the Membership Agreement</i> <b>Clinic Services.</b> Upon Spohn’s completion of renovation of the Nueces County Facilities as described more fully in the September 10, 2014 Letter of Intent, Spohn shall continue to make available at the new family health center facility (“Family Health Center”) that will be constructed on the CHRISTUS Spohn Hospital Corpus Christi – Memorial campus (“Memorial</p>	<p><i>Included in new ICA Section 2.14</i> “<b>2.14 Clinic Services.</b> The clinic services available at Memorial as of September 10, 2014 will continue to be available in the Dr. Hector P. Garcia- Memorial Family Health Center. These include the current and expanded services listed below:</p> <p>a. Adequate and appropriately furnished and equipped space within the Dr. Hector P. Garcia – Memorial Family Health Center for twelve (12) District enrollment counselors and one (1) receptionist. The District and Provider also agree to evaluate the future need for such space for District enrollment counselors and, if agreed to, modify such space in the future, including potentially providing space within Shoreline for District enrollment counselors;”</p>

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	<p>Campus”) the services and facilities listed below:</p> <p>i. Adequate space within the Family Health Center for twelve (12) District enrollment counselors and one (1) receptionist. The District and Spohn also agree to evaluate the future need for such space for District enrollment counselors and, if agreed to between the District and Spohn, modify such space in the future, including potentially providing space within CHRISTUS Spohn Hospital Corpus Christi—Shoreline for District enrollment counselors.</p>	
<p><i>Section IV(g)</i></p> <p>The current clinic services at Memorial will continue to be available in the new minimum 40,000 building gross square-foot family health center to be named Dr. Hector P. Garcia – Memorial Family Health Center.</p> <p>These include the current and expanded services listed below:</p> <p>i. extended Health Center hours to include</p>	<p><i>Section 3.5.1 of Schedule 1</i></p> <p>“3.5.1. In accordance with Section 3.9.7 of this Schedule 1, Spohn, at Spohn’s sole cost and expense, shall be responsible for constructing an outpatient family health center clinic, to be known as the “Dr. Hector P. Garcia – Memorial Family Health Center,” as a leasehold Improvement on the District’s Main Campus, which leasehold Improvement shall contain at least forty thousand (40,000) gross square feet of space.”</p> <p><i>Included in new Section 2.8 of Schedule 2</i></p> <p>“2.8 <u>Clinic Services</u>. The clinic services available at Memorial as of September 10, 2014 will continue to be available in the Dr. Hector P. Garcia – Memorial Family</p>	<p><i>New Lease Section 6.8(f)(i)</i></p> <p>“To the extent the Amended Membership Agreement is terminated before Tenant erects the new Dr. Hector P. Garcia – Memorial Family Health Center, Tenant demolishes the Memorial Medical Center hospital facility, or Tenant fully completes Tenant’s obligations under Section 3.5 of Schedule 1 of the Amended and Restated Membership Agreement, the following provisions will be in effect:</p> <p>(i) After the Effective Date, Tenant, at Tenant’s sole cost and expense, shall be responsible for constructing an outpatient family health center clinic, to be known as the “Dr. Hector P. Garcia – Memorial Family Health Center,” as a leasehold Improvement on the Main Campus, which leasehold Improvement shall contain at least forty thousand (40,000) gross square feet of space.”</p> <p><i>Included in new ICA Section 2.14</i></p> <p>“<b>2.14 Clinic Services</b>. The clinic services available at Memorial as of September 10, 2014 will continue to be available in the Dr. Hector P. Garcia- Memorial Family</p>



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<p>operating 24 hours on Thursday, Friday and Saturday for non-scheduled visits. Spohn will evaluate and, as appropriate, modify such hours of operation in the future based on patient demand and community need, including potentially operating 24 hours in the Health Center on Sunday, Monday, Tuesday, and Wednesday;</p> <p>ii. faculty and residency clinic focused on primary care services (family medicine);</p> <p>iii. the specialty clinics, including: urology, cardiology, neurology, endocrinology, orthopedics, and post-trauma;</p> <p>iv. clinic outpatient pharmacy services and medication counseling education;</p> <p>v. X-ray and laboratory services;</p> <p>vi. social services;</p> <p>vii. community health / transition care workers to assist patients and families in navigating needed healthcare services;</p> <p>viii. behavioral health counselors;</p> <p>ix. wellness and prevention education for both patient and families including help with appropriate diet and lifestyle;</p> <p>x. management of ongoing diseases such as diabetes, heart conditions, and high blood pressure;</p> <p>xi. NCHD enrollment counselors; and,</p> <p>xii. support of spiritual needs through availability of onsite chapel.</p>	<p>Health Center. These include the current and the expanded services listed below:</p> <p>a. Adequate and appropriately furnished and equipped space within the Dr. Hector P. Garcia – Memorial Family Health Center for twelve (12) District enrollment counselors and one (1) receptionist. The District and Spohn also agree to evaluate the future need for such space for District enrollment counselors and, if agreed to, modify such space in the future, including potentially providing space within Shoreline for District enrollment counselors;</p> <p>b. Extended Dr. Hector P. Garcia – Memorial Family Health Center hours to include operating 24 hours on Thursday, Friday and Saturday for non-scheduled visits, with future adjustments to such hours of operation based on patient demand and community need, including potentially operating 24 hours in the health center on Sunday, Monday, Tuesday, and Wednesday in addition to Thursday, Friday, and Saturday; provided Spohn will not reduce the number of days the Dr. Hector P. Garcia – Memorial Family Health Center operates 24 hours for at least six (6) months;</p> <p>c. Faculty and residency clinic focused on primary care services (family medicine);</p> <p>d. Specialty clinics, including urology, cardiology, neurology, endocrinology, orthopedics, and post-trauma care;</p> <p>e. Clinic outpatient pharmacy services and medication counseling education;</p> <p>f. X-ray and laboratory services;</p> <p>g. Social services;</p>	<p>Health Center. These include the current and expanded services listed below:</p> <p>a. Adequate and appropriately furnished and equipped space within the Dr. Hector P. Garcia – Memorial Family Health Center for twelve (12) District enrollment counselors and one (1) receptionist. The District and Provider also agree to evaluate the future need for such space for District enrollment counselors and, if agreed to, modify such space in the future, including potentially providing space within Shoreline for District enrollment counselors;</p> <p>b. Extended Dr. Hector P. Garcia – Memorial Family Health Center hours to include operating 24 hours on Thursday, Friday, and Saturday for non-scheduled visits, with future adjustments to such hours of operation based on patient demand and community need, including potentially operating 24 hours in the health center on Sunday, Monday, Tuesday and Wednesday in addition to Thursday, Friday, and Saturday; provided Provider will not reduce the number of days the Dr. Hector P. Garcia – Memorial Family Health Center operates 24 hours for at least six (6) months;</p> <p>c. Faculty and residency clinic focused on primary care services (family medicine);</p> <p>d. Specialty clinics, including urology, cardiology, neurology, endocrinology, orthopedics, and post-trauma care;</p> <p>e. Clinic outpatient pharmacy services and medication counseling education;</p> <p>f. X-ray and laboratory services;</p>

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	<p>h. Community health/transition care workers to assist patients and families in navigating needed healthcare services;</p> <p>i. Behavioral health counseling;</p> <p>j. Wellness and prevention education for both patients and families, including help with appropriate diet and lifestyle;</p> <p>k. Management of ongoing diseases such as diabetes, heart conditions, and high blood pressure; and</p> <p>l. Support of spiritual needs through availability of an onsite prayer room.”</p> <p><i>Section 1.04 of the Membership Agreement</i>  <b>“Clinic Services.</b> Upon Spohn’s completion of renovation of the Nueces County Facilities as described more fully in the September 10, 2014 Letter of Intent, Spohn shall continue to make available at the new family health center facility (“Family Health Center”) that will be constructed on the CHRISTUS Spohn Hospital Corpus Christi – Memorial campus (“Memorial Campus”) the services and facilities listed below:</p> <p>i. Adequate space within the Family Health Center for twelve (12) District enrollment counselors and one (1) receptionist. The District and Spohn also agree to evaluate the future need for such space for District enrollment counselors and, if agreed to between the District and Spohn, modify such space in the future, including potentially providing space within CHRISTUS Spohn Hospital Corpus Christi—Shoreline for District enrollment</p>	<p>g. Social services;</p> <p>h. Community health/transition care workers to assist patients and families in navigating needed healthcare services;</p> <p>i. Behavioral health counseling;</p> <p>j. Wellness and prevention education for both patients and families, including help with appropriate diet and lifestyle;</p> <p>k. Management of ongoing diseases such as diabetes, heart conditions, and high blood pressure; and</p> <p>l. Support of spiritual needs through availability of an onsite prayer room.”</p>

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	<p>counselors.</p> <ul style="list-style-type: none"> <li>ii. Extended Family Health Center hours to include operating 24 hours on Thursday, Friday and Saturday for non-scheduled visits, with future adjustments to such hours of operation based on patient demand and community need, including potentially operating 24 hours in the health center on Sunday, Monday, Tuesday, and Wednesday in addition to Thursday, Friday, and Saturday; provided Spohn will not reduce the number of days the Family Health Center operates 24 hours for at least six (6) months;</li> <li>iii. Faculty and residency clinic focused on primary care services (family medicine);</li> <li>iv. Specialty clinics, including urology, cardiology, neurology, endocrinology, orthopedics, and post-trauma care;</li> <li>v. Clinic outpatient pharmacy services and medication counseling education;</li> <li>vi. X-ray and laboratory services;</li> <li>vii. Social services;</li> <li>viii. Community health/transition care workers to assist patients and families in navigating needed healthcare services;</li> <li>ix. Behavioral health counseling;</li> <li>x. Wellness and prevention education for both patients and families, including help with appropriate diet and lifestyle;</li> </ul>	

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	<ul style="list-style-type: none"> <li data-bbox="709 168 1318 266">xi. Management of ongoing diseases such as diabetes, heart conditions, and high blood pressure; and</li> <li data-bbox="709 305 1318 370">xii. Support of spiritual needs through availability of an onsite prayer room.”</li> </ul>	