

## SECOND AMENDMENT TO RESTATED MEMBERSHIP AGREEMENT

This Second Amendment to the Amended and Restated Membership Agreement (this "Second Amendment") is effective as of the 1st day of January, 2018 ("Effective Date") by and between CHRISTUS Spohn Health System Corporation, a Texas nonprofit corporation ("Spohn"), CHRISTUS Health, a Texas nonprofit corporation ("CHRISTUS Health"), and the Nueces County Hospital District, a body politic and corporate and a political subdivision of the State of Texas (the "District") (collectively, "the Parties").

### RECITALS

WHEREAS, the Parties entered into the Amended and Restated Membership Agreement, effective the 18th day of November, 2015 and amended effective the 17th day of October, 2017 (the "Agreement");

WHEREAS, the Parties wish to extend the required notice of termination with or without cause from thirty (30) days to sixty (60) days;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

### AMENDMENT

1. The Parties hereby delete Article IX Section 9.01 in its entirety and replace it with the following paragraph:

**"Section 9.01. Term.** This Agreement shall remain in effect for an initial term of ten (10) years commencing with the Effective Date of the Original Membership Agreement and shall automatically renew for another five (5) year term, unless a party provides ninety (90) days' advance written notice to the other parties of its intent to terminate the Agreement at the end of the initial term. Notwithstanding anything herein to the contrary, this Agreement may be terminated by:

- (a) The mutual agreement of CHRISTUS Health and the District;
- (b) Either party, upon the expiration of sixty (60) days from written notice of election to terminate this Agreement, with or without cause;
- (c) The District, immediately in the event that CHRISTUS Health voluntarily transfers its membership in Spohn in accordance with Section 4.1 of the Bylaws or if Spohn provides notification to the District pursuant to Section 4.02 of this Agreement;
- (d) CHRISTUS Health, immediately in the event compliance with Section 5.02 or any other provision of this Agreement would cause CHRISTUS Health and/or Spohn to be in material breach, default, or violation of the terms of the CHRISTUS Indenture."

2. Except as expressly modified by this Second Amendment, the Agreement remains in full force and effect, and its terms and provisions are hereby ratified and affirmed in all respects.
3. Separate copies of this Second Amendment may be signed by the Parties hereto, with the same effect as though all Parties had signed one copy of this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the date first set forth above.

**CHRISTUS SPOHN HEALTH SYSTEM CORPORATION**

By:   
Justin Doss, President

**CHRISTUS HEALTH**

By:   
Ernie Sadau, Chief Executive Officer

**NUECES COUNTY HOSPITAL DISTRICT**

By:   
Jonny F. Hipp, Administrator/Chief Executive Officer

**APPROVED BY THE NUECES COUNTY COMMISSIONERS COURT**

By: \_\_\_\_\_  
Samuel L. Neal, Jr., County Judge

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