ANNUAL Meeting
11/16/26
Executive Board
02/24/26
Institutional Relations Committee
02/23/26

Item of Consideration: Recommendation to adopt the relationship agreement between the Baptist General Convention of Texas (BGCT) and Baptist Hospitals of Southeast Texas (BHSET).

Highest Authority For this item: Messengers at the 2026 Annual Meeting

Originating Source: The board of BHSET

Background: BHSET is a partner ministry of Texas Baptists requesting an updated relationship agreement. BHSET provides quality healthcare and sacred work in a Christian environment to all who need it. Since the hospital's founding in 1949 BHSET maintains a tradition of clinical excellence, high quality healthcare, cutting-edge technology, excellent customer service, and a mission and vision founded in faith, in partnership with Texas Baptists. BHSET's Christian emphasis is exemplified through the interrelationships of the organization's management, 1500 employees, and the presence and participation of the chaplaincy in the healing process. BHSET's current relationship agreement with Texas Baptists dates to February 2000. BHSET requests the updated Relationship Agreement to reaffirm, strengthen, and clearly define their relationship with the BGCT.

According to Article VIII, Section 1, Paragraph B of the BGCT *Constitution*:

"A new agency or institution may be established or a change in relationship with an agency or institution may be approved by a majority vote of the votes entitled to be cast by the messengers when the vote is taken without regard to the total enrollment at any meeting of the Convention upon the recommendation of the Executive Board, and must be considered by the Executive Board not later than a September meeting of the Board preceding the annual meeting of the Convention. In the case of a new agency or institution, the recommendation must include a comprehensive plan of development, a set of proposed articles and bylaws, and a proposed annual budget."

When an affiliated institution wants to change its relationship status with the BGCT to related by Special Agreement the proper procedure is to present the Special Agreement to the BGCT Executive Board's Institutional Relations Committee (IRC). Once the Special Agreement is approved by the IRC, the IRC will recommend the agreement to the Executive Board for approval. Upon approval of the Executive Board the Special Agreement is submitted for vote at the next annual meeting of BGCT messengers.

Background Attachments: 1) Relationship Agreement Between the BGCT & BHSET

Recommendation: We recommend adopting the relationship agreement between the Baptist General Convention of Texas and Baptist Hospitals of Southeast Texas.

MEMORIAL HERMANN

AGREEMENT

This is an agreement ("Agreement") between Memorial Hermann Hospital System ("Memorial"), The Baptist General Convention of Texas ("Baptist Convention"), and Southwest Community Hospital, Inc. ("SCH") relating to the agreement previously executed between Memorial and the Baptist Convention ("Memorial/Baptist Convention Agreement").

Recitals

WHEREAS Memorial intends to convey its membership interests in Baptist Hospital of Southeast Texas and Baptist Hospital, Orange ("Baptist Hospitals") to SCH ("Memorial/SCH Transaction");

WHEREAS the Baptist Convention desires for Memorial to complete the Memorial/SCH Transaction and, therefore, the Baptist Convention desires to waive and not exercise its right of first refusal under the Memorial/Baptist Convention Agreement to acquire such membership interests or the assets of the Baptist Hospitals; and

WHEREAS Memorial desires to assign the Memorial/Baptist Convention Agreement to SCH, and SCH desires to accept the assignment of such Agreement and to satisfy the duties and obligations of Memorial under such Agreement, pursuant to certain conditions.

NOW, THEREFORE, Memorial, SCH, and the Baptist Convention agree as follows:

1. Compliance With Memorial/Baptist Convention Agreement. Memorial and the Baptist Convention have fully complied with, and are now in full compliance with, all of the terms and provisions of the Memorial/Baptist Convention Agreement.

2. Waiver of Right of First Refusal. The Baptist Convention waives its right of first refusal under the Memorial/Baptist Convention Agreement and acknowledges and agrees that Memorial may assign its membership interests in the Baptist Hospitals to SCH as part of the Memorial/SCH Transaction.

3. Assignment. Memorial assigns its rights, duties, and obligations under the Memorial/Baptist Convention Agreement to SCH, and SCH accepts assignment of such Agreement and Memorial's rights, duties, and obligations under such Agreement. Pursuant to Section 6.05 of such Agreement, the Baptist Convention consents to such assignment and acknowledges and agrees that for Memorial such Agreement is no longer in force or effect. The Baptist Convention also agrees that, upon assignment, Sections 2.03 and 2.05 of this Agreement, including the right of first refusal and recovery of capital, are removed and deleted from the Agreement and are no longer in

force or effect. SCH agrees to comply with the covenants set forth in Section 2.06 of this Agreement.

4. Effective Date. This Agreement shall be effective on the date upon which the Memorial/SCH Transaction closes and Memorial conveys its membership interests to SCH.

MEMORIAL HERMANN HOSPITAL SYSTEM

Dan S. Wilford
President and CEO
Date: 1/14/00

THE BAPTIST GENERAL CONVENTION OF TEXAS

Dr. William M. Pinson, Jr.
Executive Director
Date: 1/17/00

SOUTHWEST COMMUNITY HOSPITAL, INC.

Michael Williams
President and CEO
Date: 02/07/00

AGREEMENT

BETWEEN

MEMORIAL HERMANN HOSPITAL SYSTEM
AND
THE BAPTIST GENERAL CONVENTION OF TEXAS

AGREEMENT

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AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st of March, 1999 ("*Effective Date*") between MEMORIAL HERMANN HOSPITAL SYSTEM ("*MHHS*"), a Texas non-profit corporation, and THE BAPTIST GENERAL CONVENTION OF TEXAS, ("*Baptist Convention*") a Texas non-profit corporation.

In consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows.

ARTICLE I

Definitions and Interpretation

Section 1.01. Certain Defined Terms. Capitalized terms used in this Agreement shall have the following respective meanings, except as otherwise provided herein or as the context shall otherwise require.

"*AAA*" has the meaning specified in Section 5.03.

"*Affiliate*" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person.

"*Agreement*" means this Agreement, as amended, supplemented or modified from time to time in accordance with its terms.

"*Assets*" means, with respect to any Person, all assets and properties of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, wherever situated, including any goodwill related thereto, which are operated, owned or leased by such Person.

"*Baptist-Beaumont*" means Baptist Hospital of Southeast Texas, a Texas non-profit corporation.

"*Baptist-Beaumont Affiliates*" means the Persons identified as such on Schedule 1.01(a) that are currently affiliated with Baptist-Beaumont, excepting only Baptist-Orange.

"*Baptist-Beaumont Entities*" means Baptist-Beaumont and the Baptist-Beaumont Affiliates.

"*Baptist Convention*" means The Baptist General Convention of Texas, a Texas non-profit corporation.

"*Baptist Entities*" means Baptist-Beaumont Entities and Baptist-Orange.

"*Baptist-Orange*" means Baptist Hospital, Orange, a Texas non-profit corporation.

"*Code*" means the Internal Revenue Code of 1986, and any successor statute of similar import, together with the regulations thereunder.

"*Dispute*" has the meaning specified in Section 5.01.

"*Effective Date*" has the meaning specified in the introductory paragraph hereof.

"*Governmental Approval*" means any authorization, consent, waiver, approval, license, franchise, lease, ruling, tariff, rate, permit, certificate or exemption issued, granted, given or otherwise made available by or under the authority of any Governmental Authority.

"*Governmental Authority*" means (i) any nation or government, (ii) any federal, state, county, province, city, town, municipality, local or other political subdivision thereof or thereto, (iii) any court, tribunal, department, commission, board, bureau, instrumentality, agency, council, arbitrator or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and (iv) any other governmental entity, agency or authority having or exercising jurisdiction over any relevant Person, item or matter.

"*IRS*" means the Internal Revenue Service of the United States of America.

"*Knowledge*" means, with respect to any Party, the knowledge of (i) the chief executive officer, the chief operating officer, the chief financial officer and/or the manager/executive responsible for the activity/transaction in question, the treasurer, the chief accounting officer or the chief legal officer of such Party or (ii) any other officer of such Party directly involved in the negotiation of this Agreement and the consummation of the Transactions.

"*Laws*" means (i) all laws, statutes, rules, regulations, ordinances, orders, writs, injunctions or decrees and other pronouncements having the effect of law of any Governmental Authority and (ii) all Contracts with any Governmental Authority relating to compliance with the matters described in (i) above.

"*Master Agreement*" has the meaning specified in Section 2.06

"*Merger*" has the meaning specified in Section 2.03.

"*MHHS*" means Memorial Hermann Hospital System, a Texas non-profit corporation.

"*Parties*" means MHHS and Baptist Convention.

"*Person*" means any individual, firm, corporation, trust, association, company, limited liability company, joint stock company, partnership, joint venture, Governmental Authority or other entity or enterprise.

"*Texas Act*" means the Texas Non-Profit Corporation Act.

"*Transactions*" means the transactions contemplated by this Agreement, including the Integration.

ARTICLE II

The Integration

Section 2.01. Organizational Documents of Baptist-Beaumont. (a) On or prior to the Effective Date, Baptist Convention will take all necessary action to authorize Baptist-Beaumont to adopt and file with the Secretary of State of Texas as of Effective Date Amended and Restated Articles of Incorporation in the form of Schedule 2.01(a), which Articles of Incorporation (the "*Baptist-Beaumont Articles*") shall be the Articles of Incorporation of Baptist-Beaumont until changed or amended after the Effective Date in accordance with the terms thereof and the Texas Act.

(b) On or prior to the Effective Date, Baptist Convention will take all necessary action to authorize Baptist-Beaumont to adopt, as of the Effective Date, Amended and Restated Bylaws in the form of Schedule 2.01(b), which Bylaws (the "*Baptist-Beaumont Bylaws*") shall be the Bylaws of Baptist-Beaumont until changed or amended after the Effective Date in accordance with the terms thereof and the Texas Act.

Section 2.02. Board of Directors of Baptist-Beaumont and Baptist Orange. The parties agree that MHHS may, in its own discretion, decide, directly or through an MHHS Affiliate, to accept, by acquisition or contribution, all, but not less than all, of the assets of Baptist-Beaumont, Baptist Orange and/or Baptist-Beaumont Affiliates or to statutorily merge or consolidate with Baptist-Beaumont and/or Baptist-Orange at some point after the Effective Date (collectively, "Merger"), although all parties acknowledge that MHHS is not legally obligated to do so, and that this Agreement does not impose any such obligation on MHHS.

(a) Prior to the Merger. Prior to the Merger of each respective Baptist Entity by MHHS, the current board of directors of such Baptist Entity will continue to serve their terms in accordance with each respective Bylaws. In the event that replacement directors of an entity are elected in accordance with such entity's bylaws, MHHS shall appoint at least fifty percent (50%) of the members to the board of directors of each such entity who are individuals of the Baptist denomination. Such individuals are subject to approval by the Baptist Convention. Current board members will be considered approved by the Baptist Convention for the purposes of this Section 2.03(a).

(b) After Merger/Advisory Board. In the event MHHS, directly or through an MHHS Affiliate, elects to proceed with a Merger, MHHS will form advisory boards of directors for each of the Baptist Entities' hospitals comprised of directors of Baptist-Beaumont and Baptist-Orange at the time of the Merger. Any successor advisory directors will be appointed by the surviving entity's governing board, provided that at all times, at least fifty percent (50%) of the advisory board members who are appointed shall be members of the Baptist denomination. Such individuals are subject to approval by the Baptist Convention.

Section 2.03. Right of First Refusal Upon MHHS Offer. At any time after the Effective Date and in the event that MHHS decides to offer to sell (or to accept an offer to buy) all or substantially all of its interests in the Baptist Entities or the Baptist Entities' Assets, MHHS may transfer, convey, sell or otherwise dispose of its membership interests in Baptist-Beaumont or Baptist-Orange or both; alternatively or in addition, MHHS may elect to transfer, convey, sell or otherwise dispose of all or substantially all of the assets of Baptist-Beaumont or Baptist-Orange. In such event, before making an offer to or accepting an offer from a third party, MHHS shall provide the Baptist Convention with a bona fide offer in written form. Such written notice shall include a description of the interest or asset being conveyed, the price, and other material terms of the offer. Upon receipt of the written offer notice, the Baptist Convention shall have thirty (30) days to notify MHHS of its intent to purchase (directly or through an Affiliate) such interest or asset in accordance with the terms of the notice. In the event that the Baptist Convention chooses not to exercise its right to purchase (directly or through an Affiliate) such interest or asset in accordance with the terms of the notice, MHHS shall have the right to offer such interest or asset to (or to accept such offer from) any Person other than the Baptist Convention on materially similar terms with the exception of the price term. The price term of the offer to any other Person (and the final purchase price) must be at least ninety five percent (95%) of or greater than the price term offered to the Baptist Convention.

Section 2.04. Covenants. Until the occurrence of a Merger, MHHS will submit, from time to time, but at least annually, to the Baptist Convention, a report in form and content similar to the report attached as Schedule 2.04 regarding each of the Baptist Entities' hospitals. In addition, MHHS agrees that, for a period of seven (7) years after the Effective Date, each hospital owned and operated by a Baptist Entity on the day preceding the Effective Date will make reports to Baptist Convention in the annual book of reports regarding operation and successes enjoyed by the chaplaincy program maintained at each hospital. Further, for a period of seven (7) years after the Effective Date , the chief administrator, or his or her designee, of each hospital owned and operated by a Baptist Entity on the day before the Effective Date, will act as a liaison between the hospital and the Baptist Convention and will make a good faith effort to attend programs and other sessions conducted by the Baptist Convention regarding the chaplaincy program, mission, ministry and ethical standard of operations of healthcare facilities affiliated with the Baptist Convention.

Section 2.05. Recovery of Capital. In the event MHHS transfers, surveys, sells or otherwise transfers an interest of, or assets in, any Baptist Entity to anyone other than an MHHS Affiliate or the Baptist Convention or an Affiliate of the Baptist Convention, MHHS shall be entitled to retain the proceeds from such transfers until the aggregate proceeds equal the sum of MHHS's and/or its

Affiliates' capital contributions to Baptist Entities up to the date of such disposition plus a reasonable cost-of-capital factor. MHHS shall contribute the excess, if any, to the Baptist Convention.

Section 2.06. Master Agreement Provisions. The Parties acknowledge the existence of a Master Agreement by and among MHHS, Baptist-Beaumont and Baptist-Orange (the "Master Agreement") which is effective contemporaneously with the execution of this Agreement. MHHS represents and warrants that the following Section 10.04 is included in the Master Agreement:

Section 10.04 Certain Post-Closing Events.

(a) Mission. Without the approval of a majority of the Baptist members of the applicable board, MHHS will not change the current mission and values of the Baptist Entities' hospitals, as set forth on Schedule 10.04(a).

(b) Pregnancy Terminations. Without the approval of a majority of the Baptist members of the applicable Board, MHHS will not change the existing pregnancy termination policy at the Baptist Entities' hospitals.

(c) Chaplaincy Program. Without the approval of a majority of the Baptist members of the applicable Board, MHHS will not cease or diminish the presence of the existing chaplaincy program at the Baptist Entities' hospitals. The current chaplaincy program involves the Pastoral Care Department of the Baptist Entities which ministers the love of Jesus Christ to the patients of Baptist Hospitals as an extension of the churches of the Baptist General Convention of Texas. Clinically trained Chaplains support a commitment to holistic health care and the professionally trained staff provide a pastoral ministry focusing upon the spiritual needs of patients, families and staff.

(d) Name of Hospital. Without the approval of a majority of the Baptist members of the applicable Board, MHHS will not remove, delete, or cease to use the name "Baptist" at any of the Baptist Entities' hospitals. Upon the request by a majority of the Baptist members of the applicable Board, MHHS will cease using the name "Baptist" at the Baptist Entities' hospitals.

(e) Book of Reports. Until Merger, MHHS will submit information to the Baptist Convention in form and content similar to the report attached as Schedule 10.04(e) regarding each of the Baptist Entities' hospitals. In addition, MHHS agrees that, for a period of seven (7) years after the Effective Date, each hospital owned and operated by a Baptist Entity on the day preceding the Effective Date will make reports to Baptist Convention in the annual book of reports regarding operation and successes enjoyed by the chaplaincy program maintained at each hospital. Further, for a period of seven (7) years after the Effective Date , the chief administrator, or his or her designee, of each hospital owned and operated by a Baptist Entity on the day before the Effective Date, will act as a liaison between the hospital and the Baptist Convention and will make a good faith effort to attend programs and other

sessions conducted by the Baptist Convention regarding the chaplaincy program, mission, ministry and ethical standard of operations of healthcare facilities affiliated with the Baptist Convention.

Section 2.07 Contributions. (a) This Agreement imposes no obligation, express or implied, on Baptist Convention to allocate, budget or distribute funds to the Baptist Entities, or either of them, or their successors including any organization into which the Baptist Entities may be merged. Any such allocation, budgeting or distribution of funds in the future shall be the voluntary and independent action of Baptist Convention.

(b) This Agreement imposes no obligation, express or implied, on Baptist Entities, or either of them, or their successors including any organization into which they may be merged, to allocate, budget or distribute funds to Baptist Convention. Any such allocation, budgeting or distribution of funds in the future shall be the voluntary and independent action of the Baptist Entities, or either of them.

ARTICLE III

Representations and Warranties of Baptist

Baptist hereby represents and warrants to MHHS as follows:

Section 3.01. Organization and Standing. (a) Baptist Convention is a non-profit corporation, duly organized and validly existing under the laws of the State of Texas. Baptist Convention has all requisite power and authority to own, lease and operate its Assets and to carry on its business as it is now being conducted.

(b) Baptist Convention is qualified to do business in each jurisdiction in which the Assets owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary.

Section 3.02. Authority. Baptist Convention has all requisite power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution and delivery of this Agreement and the consummation of the Transactions by Baptist Convention has been duly and validly authorized and no other proceedings or approvals are necessary to authorize this Agreement or to consummate the Transactions. This Agreement has been duly executed and delivered by Baptist Convention. Assuming the due authorization, execution and delivery of this Agreement by MHHS, this Agreement constitutes the legal, valid and binding obligation of Baptist Convention, enforceable against Baptist Convention in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditor's rights generally and general equitable principles.

Section 3.03. No Conflict. The execution and delivery of this Agreement and the consummation of the Transactions by Baptist Convention do not and will not constitute a violation of any Law, constitute a breach of any provision contained in, or a default under, any Governmental Approval or Order, or any Contract to which Baptist Convention is a party or by which Baptist Convention or any of its Assets is bound or affected or result in or require the creation of any Lien upon any of the Assets of Baptist Convention.

Section 3.04. Consents and Approvals. No Governmental Approvals and no prior approval of, notifications, filings or registrations to or with any Governmental Authority or any other Person is or will be necessary for the valid execution and delivery of this Agreement or the consummation of the Transactions by Baptist Convention, other than those that have been obtained or made and are in full force and effect.

Section 3.05. Taxes. (a) Baptist Convention is, and currently meets all legal requirements to be, an exempt organization described in section 501(c)(3) of the Code. The IRS has not challenged or, to the Knowledge of Baptist Convention threatened to challenge, the tax exempt status of Baptist Convention.

Section 3.06. Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Baptist Convention.

ARTICLE IV

Representations and Warranties of MHHS

MHHS hereby represents and warrants to Baptist Convention as follows:

Section 4.01. Organization and Standing. (a) MHHS is a non-profit corporation duly organized and validly existing under the laws of the State of Texas. MHHS has all requisite power and authority to own, lease and operate its Assets and to carry on its business as it is now being conducted.

(b) MHHS is qualified to do business and is in good standing in each jurisdiction in which the Assets owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary.

Section 4.02. Authority. MHHS has all requisite power and authority to execute and deliver this Agreement and, subject to obtaining the MHHS Required Approvals, to consummate the Transactions. The execution and delivery of this Agreement and the consummation of the Transactions by MHHS have been duly and validly authorized by the Board of Directors of MHHS and no other proceedings or approvals on the part of MHHS are necessary to authorize this Agreement or to consummate the Transactions. This Agreement has been duly executed and

delivered by MHHS. Assuming the due authorization, execution and delivery of this Agreement by Baptist Convention, this Agreement constitutes the legal, valid and binding obligation of MHHS, enforceable against MHHS in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditor's rights generally and general equitable principles.

Section 4.03. No Conflict. The execution and delivery of this Agreement and the consummation of the Transactions by MHHS do not and, subject to obtaining the MHHS Required Approvals and will not constitute a violation of any Law, constitute a breach of any provision contained in, or a default under, any Governmental Approval, Order or Contract to which MHHS is a party or by which MHHS or any of its Assets is bound or affected or result in or require the creation of any Lien upon any of the Assets of MHHS.

Section 4.04. Consents and Approvals. No Governmental Approvals and no notifications, filings or registrations to or with any Governmental Authority or any other Person is or will be necessary for the valid execution and delivery of this Agreement or the consummation of the Transactions by MHHS, other than those that have been obtained or made and are in full force and effect.

Section 4.05. Taxes. (a) MHHS is, and currently meets all legal requirements to be, an exempt organization described in section 501(c)(3) of the Code. The IRS has not challenged or, to the Knowledge of MHHS threatened to challenge, the tax exempt status of MHHS.

Section 4.06. Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of MHHS.

ARTICLE V

Dispute Resolution

Section 5.01. Definition of Dispute. As used in this Article V, "*Dispute*" means any and all questions, claims, controversies or disputes arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect or breach of this Agreement.

Section 5.02. Negotiation. In the event of any Dispute among any of the Parties, the Parties to the Dispute shall promptly, amicably and in good faith attempt to resolve such Dispute through negotiations. A disputing Party shall give written notice of the Dispute to the other Parties to the Dispute that shall contain a brief statement of the nature of the Dispute. If the Parties are unable to resolve their Dispute within thirty days of the receipt by the adverse Party(ies) of the written notice of Dispute, the Parties shall submit the Dispute to mediation as set forth in Section 5.03.

Section 5.03. Mediation. The mediation of any Dispute hereunder shall be conducted in accordance with the Commercial Mediation Rules and Procedures of the American Arbitration Association ("*AAA*"). The Parties shall attempt to agree upon an impartial mediator to mediate the Dispute, but if they are unable or fail to appoint a mediator within ten (10) days of the filing of a written request for mediation with the AAA, the AAA will appoint a qualified mediator to serve. The mediation shall be held in Houston, Texas, within thirty (30) days of appointment of the mediator.

Section 5.04. Arbitration. If the Parties are unable or fail to settle their Dispute through mediation as provided in Section 5.03, the Dispute shall be settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules and Procedures. The arbitration tribunal shall consist of three members, with the claimant and respondent each appointing one arbitrator, and with the party-appointed arbitrators appointing the third, neutral arbitrator, who will act as chairperson of the tribunal. The arbitrators selected pursuant to this Section 5.04 shall be qualified by training, education and experience to rule on the issues presented. The arbitration shall be held in Houston, Texas. The Parties expressly agree to consolidation of arbitration proceedings that concern common issues of fact or law. The award shall be in writing and shall state the reasoning on which the award rests.

Section 5.05. Interim Measures. At any time after submission of a written notice of Dispute, any Party may request a court of competent jurisdiction to grant interim measures of protection: (1) to preserve the status quo pending resolution of the Dispute, (2) to prevent the destruction of documents and other information or things related to the Dispute, and/or (3) to prevent the transfer, dissipation or hiding of Assets. A request for such interim measures to a judicial authority shall not be deemed incompatible with the provisions of this Article V or a waiver of a Party's right to arbitrate.

Section 5.06. Tolling of Limitations Period. By submitting a written notice of Dispute pursuant to Section 5.02, all applicable statutes of limitations and defenses based on the passage of time shall be tolled while negotiation, mediation and arbitration proceedings are diligently conducted pursuant to this Article V. The Parties will take such action, if any, required to effectuate such tolling.

Section 5.07. Arbitration Expenses. The tribunal may assess the expenses of the arbitration, including the costs for legal representation and assistance and experts of the successful Party, as the tribunal may deem appropriate.

ARTICLE VI

Miscellaneous

Section 6.01. Notices. Any and all notices, requests or other communications hereunder shall be given in writing and delivered by (a) regular, overnight or registered or certified mail (return receipt requested), with first class postage prepaid, (b) hand delivery, (c) facsimile transmission or (d) overnight courier service, to the parties at the following addresses or facsimile numbers:

(i) if to MHHS, to:

Memorial Hermann Hospital System
7737 Southwest Freeway, Suite 200
Houston, Texas 77074
Attention: Dan S. Wilford, President and CEO
Facsimile Number: (713) 776-5011
Telephone Number: (713) 776-5484

With a copy to:

Memorial Hermann Hospital System
7737 Southwest Freeway, Suite 200
Houston, Texas 77074
Attention: V. Randolph Gleason, Senior Vice President and General Counsel
Facsimile Number: (713) 776-5849
Telephone Number: (713) 776-5539

(ii) if to Baptist Convention, to:

The Baptist General Convention of Texas
333 North Washington
Dallas, Texas 75246
Attention: Dr. William M. Pinson, Jr., Executive Director
Facsimile Number: (214) 828-5301
Telephone Number: (214) 828-5319

With a copy to:

Burford & Ryburn, L.L.P.
500 N. Akard St., Suite 3100
Dallas, Texas 75201-3320
Attention: H. Sam Davis, Jr.
Facsimile Number: (214) 740-3125
Telephone Number: (214) 740-3100

or at such other address or number as shall be designated by any of the Parties in a notice to the other Parties given in accordance with this Section 6.01. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given, (A) in the case of a notice sent by regular mail, on the date actually received by the addressee, (B) in the case of a notice sent by registered or certified mail, on the date receipted for (or refused) on the return receipt, (C) in the case of a notice delivered by hand, when personally delivered, (D) in the case of a notice sent by facsimile, upon transmission subject to telephone confirmation of receipt, and (E) in the case of a notice sent

by overnight mail or overnight courier service, the date delivered at the designated address, in each case given or addressed as aforesaid.

Section 6.02. Benefit and Burden. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and permitted assigns.

Section 6.03. No Third-Party Rights. Nothing in this Agreement shall be deemed to create any rights in any creditor or other Person not a Party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

Section 6.04. Amendments and Waiver. No amendment, modification, restatement or supplement of this Agreement shall be valid unless the same is in writing and signed by the Parties.

Section 6.05. Assignments. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any of the Parties without the prior written consent of the other Parties and any attempt to do so shall be null and void; *provided, however*, that no assignment by any of the Parties of any of its rights, interests or obligations hereunder shall relieve such Party of its obligations under this Agreement unless the other Parties expressly agree otherwise in writing.

Section 6.06. Counterparts. This Agreement may be executed in counterparts and by the different Parties in separate counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same agreement.

Section 6.07. Severability. Should any clause, sentence, paragraph, subsection, Section or Article of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the part or parts of this Agreement so held to be invalid, unenforceable or void will be deemed to have been stricken herefrom as if such stricken part or parts had never been included herein.

Section 6.08. Applicable Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of law principles thereof.

Section 6.09. Expenses. Each of the Parties shall pay its own expenses incident to this Agreement and the Transactions, including all legal and accounting fees and disbursements.

Section 6.10. Prevailing Party Costs. Notwithstanding anything contained herein to the contrary, if any of the Parties commences an action against any other Party to enforce any of the terms, covenants, conditions or provisions of this Agreement, or because of a breach by a Party of its obligations under this Agreement, the prevailing Party in any such action shall be entitled to recover its Losses incurred in connection with the prosecution or defense of such action from the losing Party.

Section 6.11. Survival of Representations, Warranties or Covenants The representations, warranties and covenants of the Parties set forth herein are perpetual and shall survive termination of this Agreement for any reason.

Section 6.12. Entire Agreement. This Agreement and the Schedules attached hereto sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings among the Parties, whether written, oral or otherwise, with respect thereto. There are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among the Parties concerning the subject matter hereof except as set forth herein.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

MEMORIAL HERMANN HOSPITAL SYSTEM

By: _____
Dan S. Wilford, President

THE BAPTIST GENERAL CONVENTION OF TEXAS

By: _____
Dr. William M. Pinson, Jr., Executive Director

Note: The agreement is not a revision of the previous agreement with Memorial Hermann (Baptist Hospitals of Southeast Texas), but an entirely new agreement. The most significant change is the reduction and method for selecting Directors. In the 2000 agreement, the hospital would select directors, 50% of which required BGCT approval. Under this agreement, the BGCT would nominate up to 30% of the directors and the hospital would approve them.

RELATIONSHIP AGREEMENT BETWEEN THE BAPTIST GENERAL CONVETION OF TEXAS AND BAPTIST HOSPITALS OF SOUTHEAST TEXAS

This Relationship Agreement (the "Agreement"), entered into as of _____, 2026, by and between the Baptist General Convention of Texas, a Texas nonprofit corporation, ("Texas Baptists") and Baptist Hospitals of Southeast Texas ("BHSET").

Texas Baptists is a movement of God's people to share Christ and show love by strengthening churches and ministers, engaging culture, and connecting the nations to Jesus. BHSET is a system of healthcare facilities delivering high quality healthcare emphasizing excellence and compassion consistent with the healing ministry of Jesus Christ. For decades, Texas Baptists and BHSET have worked in unity to further their missions and to care for the hurting, both physically and spiritually, for God's glory.

Recognizing the importance of this historic and ongoing relationship, Texas Baptists and BHSET seek to reaffirm, strengthen, and clearly define their relationship, especially concerning the election of the BHSET Board of Directors. Through this Agreement, both parties commit to continuing their cooperative efforts in ministry, healthcare, and financial support. Texas Baptist and BHSET desire to continue to enhance their long-standing and mutually beneficial relationship in ministry and financial support. Accordingly:

1. BHSET authorizes Texas Baptists to nominate no more than thirty percent (30%) of the members of BHSET's Board of Directors ("Texas Baptists-nominated Director"). Each BGCT-nominated Trustee shall be a member of a church in harmonious cooperation with and supporting Texas Baptists.

2. All BHSET Board of Directors shall be elected in accordance with BHSET's bylaws and other governing documents ("BHSET Directors"). All Texas Baptists-nominated Directors must be active members of a Texas Baptists supporting church. An additional number of BHSET Directors must be active members of a Baptist church such that no less than 50% of the BHSET Directors are members of a church belonging to the Baptist denomination.

3. At all times, BHSET shall retain the right to veto any Texas Baptists-nominated Director whose primary domicile is outside of the primary geographic service area of BHSET or if the Texas Baptists-nominated Director does not have a substantial nexus to the community that BHSET's serves. BHSET must provide written notice of such a veto to Texas Baptists. In the event BHSET does not elect a Texas Baptists-nominated Director for cause under this section, Texas Baptists may nominate another Texas Baptists-nominated Director to fill the vacancy.

4. BHSET Directors will continue to direct and manage the affairs of BHSET in a

manner consistent with its governing documents.

5. BHSET will provide to Texas Baptists, for each Texas Baptists annual meeting, such written reports as will keep Texas Baptists fully informed concerning the activities, plans, resources, financial condition, and legal status of BHSET.

6. Texas Baptists will provide annual contributions of funds to BHSET for the purpose of supporting chaplaincy services offered by BHSET. BHSET hereby affirms its desire to receive such funds as evidence of the relationship between Texas Baptists and BHSET but understands that there is no obligation, legal or otherwise, for Texas Baptists to provide such funds and that the amount of the funds shall be at the sole discretion of Texas Baptists.

7. This Agreement is the result of voluntary decisions of Texas Baptists and BHSET, and each acknowledges and respects the autonomy and independence of the other. Each organization is an independent, corporation under the laws of the State of Texas with the full legal right, power, and authority to govern itself without approval or consent of the other, notwithstanding any terms and conditions of this Agreement.

8. The Parties agree to conduct a review of the Agreement every ten (10) years to assess its continued relevance and effectiveness, and to make any necessary modifications. Each review shall be conducted in good faith. The Agreement will expire and will be considered for renewal on or before November 18, 2035.

9. No amendment to this Agreement shall be effective unless the amendment is in writing and lawfully executed by both parties.

10. This Agreement shall be governed by the laws of the State of Texas.

11. This Agreement is signed by representatives of Texas Baptists and BHSET respectively and is jointly recommended for approval on behalf of Texas Baptists by its Executive Board to the messengers of its 2025 annual meeting and on behalf of BHSET by its Board of Directors. This Agreement shall become effective only upon approval by the messengers to the 2025 Texas Baptists' annual meeting and by the Board of Directors of BHSET.

Executed on this the_____day of_, 2026.

Baptist Convention of Texas
("Texas Baptists")

By: _____
Dr. Julio Guarneri
Executive Director, Texas Baptists

By: _____
Dr. Suzie Liner
Chair of the Executive Board

Baptist Hospitals of Southeast Texas
("BHSET")

By: _____
Justin Doss
Chief Executive Officer, BHSET

By: _____
Gary Coker
Chair of the Board of Directors