

**RELATIONSHIP AGREEMENT BETWEEN
THE BAPTIST GENERAL CONVENTION 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")

Baptist Hospitals of Southeast Texas
("BHSET")

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

By: _____
Justin Doss
Chief Executive Officer, BHSET

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

By: _____
Gary Coker
Chair of the Board of Directors