

FOURTH AMENDMENT TO SUBLEASE  
NUECES COUNTY AND  
CHRISTUS SPOHN HEALTH SYSTEM

This Fourth Amendment to Sublease Agreement (the “Fourth Amendment”) is between **CHRISTUS Spohn Health System Corporation**, a Texas non-profit corporation (“Spohn”), and **Nueces County** (“the County”) (Spohn and the County may be referred to herein individually as “Party” and collectively as the “Parties”), and is made and entered into this 1<sup>st</sup> day of May, 2021 (“Fourth Amendment Effective Date.”)

RECITALS:

**WHEREAS**, Spohn and County entered into a Sublease Agreement on March 17, 2020 (the “Sublease”), pursuant to which Spohn agreed to sublease a portion of the parking lot of CHRISTUS Spohn Hospital Corpus Christi-Memorial (“Memorial”) and a section of Physician’s Plaza West building adjacent to Memorial (the “Subleased Premises”) to County. The Parties subsequently entered into a First Amendment to Sublease on July 14, 2020 clarifying “Subleased Premises” and a Second Amendment to Sublease on November 20, 2021 to expand permissible uses of the Subleased Premises, and a Third Amendment to Sublease on March 10, 2021 to extend the contract period; and

**WHEREAS**, the Parties found the additional area leased pursuant to the First Amendment to Sublease is no longer necessary for County to lease; and

**WHEREAS**, the Parties now desire to amend the terms of their agreement such that the Subleased Premises shall be defined as it was in numbered paragraph one (1) of the original Sublease; and

**WHEREAS**, the Parties wish to further amend the Sublease to revert the amount of rent due each month to be commensurate with the amount originally charged in the Sublease,

**NOW THEREFORE**, in consideration of the foregoing promises, it is hereby agreed by and between the Parties as follows effective as of the Fourth Amendment Effective Date:

1. Effective as of the Fourth Amendment Effective Date, the Sublease as amended shall be further amended such that the term “Subleased Premises” shall be defined as the parking lots and section of Physician’s Plaza West building adjacent to Memorial depicted in Exhibit A to the of the original Sublease Agreement dated March 17, 2020.
2. Effective as of the Fourth Amendment Effective Date, the Sublease as amended shall be further amended such that the “Monthly Rent” as defined in the Sublease shall equal **Three Thousand One Hundred and Twenty-Seven Dollars (\$3,127.00)** for the County’s use of the Subleased Premises.
3. Except as provided herein, all other provisions of the Sublease, First Amendment, Second Amendment, and Third Amendment shall remain the same.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, this Fourth Amendment to Sublease Agreement is executed on this 20<sup>th</sup> day of April, 2021.

APPROVED BY THE NUECES COUNTY  
COMMISSIONERS COURT

\_\_\_\_\_  
Barbara Canales, County Judge

Attest:

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Kara Sands, Nueces County Clerk

CHRISTUS SPHOHN HEALTH SYSTEM CORP.

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Becky Rios, Interim Chief Financial Officer