

**TERMINATION AND RELEASE
OF
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT**

This TERMINATION AND RELEASE OF ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT (this "Termination Agreement") is made by and between the MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust (hereinafter referred to as, the "Authority") and BENTWOOD INVESTMENTS LLC, an Oklahoma limited liability company (hereinafter referred to as, the "Company") to be effective as of the date on which acceptance of this Termination Agreement, as evidenced by each of the Authority and the Company affixing their respective signatures to the signature page hereof, is last delivered from one to the other (the "Effective Date"). For purposes of this Termination Agreement, the Authority and the Company may each be referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into that certain Economic Development Assistance Agreement effective on or about May 25, 2021 (the "EDA") pursuant to which certain restrictions and covenants were made governing the development of the property(ies) described therein (the "Property"); and

WHEREAS, in order to enhance the marketability and ~~promote~~ the future development of the Property, the Parties have determined that it is in their ~~mutual~~ best interest to terminate the EDA and to release the Company and the Property from the purview thereof so as to enable the Company to transfer its interest in the Property to a third-party free and clear of the EDA; and

WHEREAS, the Parties now desire to terminate and release the EDA as hereinbelow set forth.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Termination of EDA. The Parties agree that the EDA is hereby terminated and released in its entirety and that, from and after the Effective Date, neither the Company nor the Property shall be bound or encumbered by the EDA.

2. Mutual Release. Each Party does hereby release, acquit and forever discharge the other Party from any and all losses, covenants, damages, claims, demands, debts, actions, causes of action, suits, obligations, indemnities and any and all other liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, at law or in equity, which said Party at any time has or had against the other Party, arising under or otherwise relating to, the EDA.

3. Basic Representations. Each Party represents and warrants to the other that it has not transferred or assigned its interest in the EDA to any third party. Each of the undersigned persons signing on behalf of the Authority and the Company hereby represent and warrant that he or she is an authorized representative of the Authority and the Company, respectively, and has been provided complete authority to bind the Authority and the Company to this Termination Agreement.

4. Miscellaneous. The Parties hereby acknowledge and agree as follows: (a) the recitals set forth at the beginning of this document are hereby incorporated into this Termination Agreement as if fully set forth herein, (b) this Termination Agreement constitutes the entire agreement between the Parties relating to the termination and release of the EDA, (c) to do such acts, and execute and deliver to the other Party such additional documents or instruments as may be reasonably requested, in order to effect the purposes of this Termination Agreement and to better assure and confirm unto the requesting Party the intent and effects of this Termination Agreement, (d) no part of the compensation received from the Company by the Authority for the purchase of the Property and committed to be reimbursed in the EDA (Art. I Sec. 1.01B[i] and in Art. III, Sec. 3.14) shall be refunded to any party, and (e) any manual signature upon this Termination Agreement that is faxed, scanned or photocopied and delivered electronically shall for all purposes have the same validity, legal effect and admissibility in evidence as an original delivered signature and the Parties hereby waive any objection to the contrary.

IN WITNESS WHEREOF, the undersigned Parties have executed this Termination Agreement as of the date first written above.

“Authority”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, an Oklahoma public trust

By [Signature]
Name: Matthew D. Dukes II
Title: Chairman

Acknowledgement

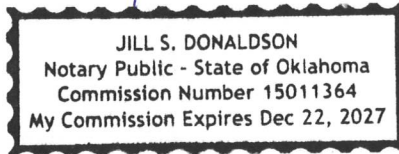
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

SS:

The foregoing instrument was acknowledged before me this day of , 2024, by Matthew D. Dukes II, as Chairman of the MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust, on behalf of said Trust.

[Signature]
Notary Public

My Commission Expires: 12-22-27
My Commission Number: 15011364



(SEAL)

“Company”

BENTWOOD INVESTMENTS LLC, an
Oklahoma limited liability company

By [Signature]
Name: Joel Bryant
Title: Manager

Acknowledgement

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

SS:

The foregoing instrument was acknowledged before me this 12 day of January, 2024, by Joel Bryant, as Manager of BENTWOOD INVESTMENTS LLC, an Oklahoma limited liability company.

[Signature]
Notary Public

My Commission Expires: 8/19/2024
My Commission Number: 20010085



(SEAL)