



ADDENDUM

TO THE MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

March 09, 2021 – 6:01 PM

C. DISCUSSION ITEMS.

2. Discussion and consideration of 1) to approve and enter into the Lease Termination Agreement between the Midwest City Memorial Hospital Authority (the Authority) and Midwest Regional Medical Center, LLC, and Health Management Associates, LLC, (HMA) and Community Health Systems, Inc. (CHS); 2) approve and enter into the Hospital Sublease and Lease Agreement between the Authority and SSM Health Care of Oklahoma, Inc. (SSM); 3) approve a resolution that effectuates the Lease Termination Agreement with HMA/CHS and authorizes a new Lease/Sublease with SSM; and 4) authorizing the Chairman and the Secretary to sign all necessary documents evidencing such approval; and authorizing the Chairman and Secretary to sign all other documents prudent and/or necessary to close these transactions. (City Manager - T. Lyon)



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
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MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager


DATE: March 9, 2021

SUBJECT: Discussion and consideration of 1) to approve and enter into the Lease Termination Agreement between the Midwest City Memorial Hospital Authority (the Authority) and Midwest Regional Medical Center, LLC, and Health Management Associates, LLC, (HMA) and Community Health Systems, Inc. (CHS); 2) approve and enter into the Hospital Sublease and Lease Agreement between the Authority and SSM Health Care of Oklahoma, Inc. (SSM); 3) approve a resolution that effectuates the Lease Termination Agreement with HMA/CHS and authorizes a new Lease/Sublease with SSM; and 4) authorizing the Chairman and the Secretary to sign all necessary documents evidencing such approval; and authorizing the Chairman and Secretary to sign all other documents prudent and/or necessary to close these transactions.

All terms and conditions of the attached lease agreement with SSM have been finalized and are now being submitted for your approval. The Lease Termination Agreement with HMA/CHS is included as well as the proposed resolution. In addition, we have included the executive summaries for your reference.

Linda Fleming with Carlton Fields and John Michael Williams with Williams, Box, Forshee, & Bullard served as Midwest City's legal counsel through the negotiation process. Robert Coleman, Economic Development Director, should also be recognized as well for his diligence regarding this agreement.

Staff is ecstatic to welcome a new medical partner to our community and recommends approval.



Tim L. Lyon, City Manager

This instrument prepared by:
Bradley Arant Boult Cummings LLP (DCD)
1600 Division Street, Suite 700
Nashville, Tennessee 37203

This Space Reserved for Filing Stamp

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this “Agreement”) is made and entered into as of March __, 2021, by and among MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust (“Lessor”), MIDWEST REGIONAL MEDICAL CENTER, LLC, an Oklahoma limited liability company (successor by conversion to Midwest City HMA, Inc.) (“Lessee”), HEALTH MANAGEMENT ASSOCIATES, LLC, a Delaware limited liability company (successor by conversion to Health Management Associates, Inc.) (“Guarantor”), and CHS/COMMUNITY HEALTH SYSTEMS, INC. (“CHS”). Lessor, Lessee, Guarantor and CHS are sometimes referred to as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Lessor, Lessee and Guarantor entered into that certain Lease Agreement dated May 21, 1996 (the “Original Lease”), for certain “Leased Assets”, including, without limitation, the real property described on the attached Exhibit A (the “Premises”), all as more particularly described in the Original Lease;

WHEREAS, the Original Lease is evidenced by that certain Memorandum of Lease dated June 10, 1996, recorded on June 10, 1996, in Book 6905, Page 1857, in the Office of the County Clerk of Oklahoma County, Oklahoma (the “Original Memorandum”);

WHEREAS, in connection with the Original Lease, Lessor, Lessee and Guarantor also entered into that certain Definitive Agreement dated May 21, 1996 (the “Definitive Agreement”);

WHEREAS, Lessor, Lessee and Guarantor amended the Original Lease pursuant to that certain First Amendment to Lease and Lease Extension Agreement dated April 8, 2009 (the “First Amendment”);

WHEREAS, the First Amendment is evidenced by that certain Amended Memorandum of Lease dated April 8, 2009, recorded on April 10, 2009, in Book 11063, Page 1816, in the Office of the County Clerk of Oklahoma County, Oklahoma (the “Amended Memorandum”);

WHEREAS, CHS irrevocably and unconditionally assumed the performance and observation of the agreements and obligations of Lessee and Guarantor under the Original Lease, as amended by the First

Amendment, by virtue of that certain Assumption dated January 24, 2014 (the “Assumption”), delivered by CHS to Lessor in connection with the merger of Guarantor and CHS consummated January 27, 2014;

WHEREAS, Lessor, Lessee, Guarantor and CHS amended the Original Lease pursuant to that certain Second Amendment to Lease dated November 3, 2016 (the “Second Amendment”) (the Original Lease, as amended or affected by the Original Memorandum, the First Amendment, the Amended Memorandum, the Assumption and the Second Amendment is referred to herein collectively as the “Hospital Lease”);

WHEREAS, CHS and SSM Health Care of Oklahoma, Inc., an Oklahoma not-for-profit corporation (“Buyer”), have entered into that certain Asset Purchase Agreement dated December 8, 2020 (as amended, the “Purchase Agreement”), pursuant to which CHS agreed to cause Lessee and certain of its affiliates (collectively, the “Seller Entities”) to sell to Buyer substantially all of the assets of the Seller Entities which are related to or used in the connection with the operations of AllianceHealth Midwest in Midwest City, Oklahoma (the “Proposed Transaction”);

WHEREAS, in connection with the closing of the Proposed Transaction (the “Closing”), Lessor and Buyer are entering into a new lease for certain of the Leased Assets (the “New Lease”), to be effective as of 12:00:01 a.m., local time, on April 1, 2021; and

WHEREAS, in connection with the Proposed Transaction, the Parties hereto desire to terminate the Hospital Lease and the Definitive Agreement, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Parties agree as follows:

1. RECITALS; DEFINED TERMS. The foregoing recitals are hereby incorporated into the body of this Agreement as if such recitals were more specifically herein set forth. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Hospital Lease.

2. WAIVER OF FIRST REFUSAL. Lessor hereby waives the First Refusal to terminate the Hospital Lease and reacquire possession of all (but not less than all) of the Leased Assets under Section 16.2(a) of the Hospital Lease in connection with the Proposed Transaction.

3. TERMINATION. Effective as of 11:59:59 p.m., local time, on March 31, 2021 (the “Effective Time”), the Hospital Lease and the Definitive Agreement shall terminate and be of no further force or effect other than for obligations that accrued prior to that time or by their terms in the Hospital Lease or the Definitive Agreement expressly survive the expiration or termination thereof. As of the Effective Time, except as specified above, Lessee, Guarantor and CHS shall have no continuing rights, duties or obligations under the Hospital Lease or the Definitive Agreement. For avoidance of uncertainty, Lessor acknowledges and agrees that Lessee, Guarantor and CHS shall have no rights, duties or obligations with respect to the New Lease.

4. SURRENDER OF LEASED ASSETS. At the Effective Time, Lessee shall surrender possession of the Leased Assets, in their then present condition, to Lessor. Lessor acknowledges and agrees that, at the Closing, Lessee will transfer all equipment and other personalty owned by Lessee and kept at the Premises to Buyer, including, without limitation, the equipment and other personalty set forth on the depreciation schedule provided by Lessee to Lessor on February 26, 2021. Accordingly, Lessor hereby waives any right to require that Lessee transfer such equipment and other personalty to Lessor, or any right to purchase such equipment and other personalty from Lessee, under Section 14.1 of the Hospital Lease. In addition, Lessor acknowledges and agrees that, at the Closing, Lessee will assign certain contracts and

leases to Buyer. Accordingly, Lessor hereby waives any right to require that Lessee assign such contracts and leases to Lessor under Section 14.2 of the Hospital Lease. Lessee shall cause all equipment and other personalty located at the Renaissance Women's Center to be removed prior to the Effective Time.

5. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents and warrants to the other Parties that: (a) such Party has full legal right, power, and authority to enter into this Agreement, and to execute and deliver the same to the other Parties; (b) this Agreement has been duly executed and delivered by such Party and constitutes such Party's valid and legally binding obligation, enforceable against such Party in accordance with its terms; (c) other than the consent of the City of Midwest City, Oklahoma, which has been obtained by Lessor, no approval or consent of any federal, state, county, local or other governmental or regulatory body, and no approval or consent of any other person or entity is required in connection with the execution and delivery by such Party of this Agreement or the consummation and performance by such party of the transactions contemplated hereby; and (d) the execution and delivery of this Agreement and the obligations created hereby have been duly authorized by all necessary proceedings of such Party.

6. MISCELLANEOUS.

6.1 Conditions to Effectiveness. Notwithstanding anything to the contrary contained herein, the effectiveness of this Agreement is conditioned upon the Closing of the Proposed Transaction. If the Proposed Transaction does not close for any reason on or before May 31, 2021, then the parties hereto agree that this Agreement is null and void and of no further effect. Lessee will promptly notify Lessor in any delay of the Closing of the Proposed Transaction.

6.2 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties except as may be herein specifically provided to the contrary; provided, however, at the request of a Party, the other Party or Parties shall execute such additional instruments and take such additional actions reasonably necessary to effectuate this Agreement.

6.3 Legal Fees and Costs. In the event a Party elects to incur legal expenses to enforce or interpret any provision of this Agreement by judicial proceedings, the prevailing party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements at all court levels, in addition to any other relief to which such Party shall be entitled.

6.4 Choice of Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of laws principles.

6.5 Benefit/Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, and permitted assigns. No Party may assign this Agreement without the prior written consent of the other Parties.

6.6 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

6.7 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

6.8 Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

6.9 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

6.10 Entire Agreement/Amendment. This Agreement supersedes all previous contracts or understandings, including any offers, letters of intent, proposals or letters of understanding, and constitutes the entire agreement of whatsoever kind or nature existing between or among the Parties respecting the within subject matter, and no Party shall be entitled to benefits other than those specified herein. As between or among the Parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all Parties hereto. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY

By: _____
Name: _____
Its: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, a notary public in and for this state, on this ___ day of _____, 2021, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of the Midwest City Memorial Hospital Authority, for the uses and purposes therein set forth.

Notary Public
Commission No.: _____
My Commission Expires: _____

(SEAL)

MIDWEST REGIONAL MEDICAL CENTER, LLC

By: _____
Name: Terry H. Hendon
Its: Vice President

STATE OF TENNESSEE)
) ss.
COUNTY OF _____)

Before me, a notary public in and for this state, on this ___ day of _____, 2021, personally appeared Terry H. Hendon, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed of the limited liability company, for the uses and purposes therein set forth.

Notary Public
Commission No.: _____
My Commission Expires: _____

(SEAL)

HEALTH MANAGEMENT ASSOCIATES, LLC

By: _____
Name: Terry H. Hendon
Its: Vice President

STATE OF TENNESSEE)
)
COUNTY OF _____) ss.

Before me, a notary public in and for this state, on this ___ day of _____, 2021, personally appeared Terry H. Hendon, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed of the limited liability company, for the uses and purposes therein set forth.

Notary Public
Commission No.: _____
My Commission Expires: _____

(SEAL)

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: _____
Name: Terry H. Hendon
Its: Vice President

STATE OF TENNESSEE)
) ss.
COUNTY OF _____)

Before me, a notary public in and for this state, on this ___ day of _____, 2021, personally appeared Terry H. Hendon, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Notary Public
Commission No.: _____
My Commission Expires: _____

(SEAL)

EXHIBIT A

Description of the Premises

[See attached Exhibit A of Lease and Sublease Agreement with SSM.]

**EXECUTIVE SUMMARY OF
LEASE TERMINATION AGREEMENT**

- Parties:** Midwest City Memorial Hospital Authority (the “Authority”)
Midwest Regional Medical Center, LLC (“Lessee”)
Health Management Associates, LLC (“Guarantor”)
CHS/Community Health Systems, Inc. (“CHS”)
- Purpose:** This Agreement terminates the Hospital Lease and Definitive Agreement, so that the Authority and SSM Health Care of Oklahoma (“SSM”) can enter into a new lease effective April 1, 2021.
- Hospital Lease:** Lease Agreement dated May 21, 1996, as amended or affected by the Memorandum of Lease, dated June 10, 1996, First Amendment to Lease and Lease Extension Agreement, dated April 8, 2009, Amended Memorandum of Lease, dated April 8, 2009, and Second Amendment to Lease, dated November 3, 2016.
- Waiver of First Refusal:** The Authority waives its right to terminate the Hospital Lease and reacquire the Leased Assets.
- Termination:** The Hospital Lease and related Definitive Agreement terminate at 11:59:59 p.m. on March 31, 2021 (“Effective Time”).
- Surrender of Leased Assets:** The Lessee will surrender the leased assets to the Authority at the Effective Time. The Lessee’s will transfer its equipment and other personalty kept at the premises to the SSM.
- Representation and Warranties:** Other than representing and warranting the agreement is legally binding and that each of the parties have authority to enter into the transaction, the Authority represents that it has obtained the consent of the City of Midwest City.
- Conditions to Effectiveness:** The termination is conditioned of the closing of the proposed transaction between SSM and CHS.
- Governing Law:** Oklahoma.

HOSPITAL SUBLEASE AND LEASE AGREEMENT

THIS HOSPITAL SUBLEASE AND LEASE AGREEMENT (this “Lease”) is made and entered into as of the ____ day of March, 2021, to be effective as of April 1, 2021 at 12:01 AM, CST (the “Commencement Date”) as herein provided, by and between MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust (“Landlord”), and SSM HEALTH CARE OF OKLAHOMA, INC., an Oklahoma not for profit corporation (“Tenant”).

WITNESSETH:

WHEREAS, the City of Midwest City, a municipal corporation, as lessor, and Landlord, as lessee, are parties to that certain Amended Lease Agreement dated October 8, 1963, recorded at Book 2967, beginning on Page 250 of the records of the Oklahoma County Clerk, which was amended by that certain Amendment to Lease dated June 12, 1984, recorded at Book 5247, beginning on Page 971 of the records of the Oklahoma County Clerk, as further amended by that certain Amendment to Lease dated April 23, 1996, recorded at Book 6899, beginning on Page 2196 of the records of the Oklahoma County Clerk, and as further amended by that certain Second Amendment to Lease Agreement dated March 24, 2009, recorded at Book 11063, beginning on Page 1811 of the records of the Oklahoma County Clerk, (collectively, the “Prime Lease”), wherein the City leased to Landlord the Midwest City Regional Hospital (n/k/a Midwest Regional Medical Center) and certain other interests in and property used in connection therewith, including the land described on Exhibit A attached hereto and all improvements thereon (collectively, the “Subleased Premises”), all as more particularly described in such Prime Lease, a copy of which is attached hereto as Schedule 1; and

WHEREAS, Landlord is the owner of that certain tract of land described on Exhibit B attached hereto and all improvements thereon (collectively, the “Leased Premises” and, together with the Subleased Premises, the “Premises”); and

WHEREAS, Tenant desires to lease and sublease the Premises, as applicable, and Landlord desires to lease and sublease the Premises, as applicable, to Tenant upon the terms and conditions set for the herein; and

WHEREAS, the City has agreed to the Joinder of Midwest City, attached hereto and incorporated as a part hereof.

NOW, THEREFORE, FOR Ten Dollars (\$10.00) paid by Tenant to Landlord, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

1.01 Defined Terms. In addition to the terms defined in the other provisions of this Lease, the following terms shall have the meanings ascribed to them in this Section:

(i) “Affiliate” means, with respect to any party, all Persons (defined below) that, directly or indirectly, own or control, are owned or controlled by, or are under common

ownership or control with such party. As used in the preceding sentence, the terms “control”, “controlled by” and “under common control with” mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(ii) “Alterations” means any alterations, additions, changes or improvements to the Premises.

(iii) “Alterations Threshold Amount” initially means an amount equal to Five Hundred Thousand and No/100 Dollars (\$500,000.00); provided, on each January 1 during the Term, the then Alterations Threshold Amount shall be increased by the percentage increase in the CPI Index (defined below) during the immediately preceding twelve (12) months.

(iv) “Annual Rent” shall have the meaning ascribed to it in Section 4.01.

(v) “Applicable Laws” means all applicable governmental laws, statutes, orders, ordinances, codes, rulings, regulations and decrees, now in force or hereafter enacted, including but not limited to the Oklahoma Open Records Act.

(vi) “Business Days” means Monday through Friday, excluding holidays on which national banking associations are authorized to be closed in Oklahoma.

(vii) “City” means the City of Midwest City, Oklahoma, an Oklahoma municipal corporation.

(viii) “CPI Index” means the Consumer Price Index for All Urban Consumers (1982-1984 = 100), U.S. City Average - “All Items Less Food and Energy” published by the Bureau of Labor Statistics of the United States Department of Labor; provided, however, if such index is discontinued, Tenant shall choose a comparable method for measuring the relative purchasing power of the dollar that is acceptable to Landlord, in its reasonable judgment, and the same shall be substituted for such index and shall be the “CPI Index” thereafter.

(ix) “Commencement Date” shall have the meaning ascribed to it in the preamble of this Lease.

(x) “Escrow Agent” shall have the meaning ascribed to it in Section 13.02.

(xi) “Escrow Agreement” means that certain Escrow Agreement entered into between Landlord, Tenant and Escrow Agent, as described in Section 13.02.

(xii) “Escrowed Funds” shall have the meaning ascribed to it in Section 13.02.

(xiii) “Event of Force Majeure” means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, lightning, fire, casualty, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by court order, or other occurrence beyond the reasonable control of the party in question; provided, however, Landlord’s or Tenant’s lack of funds shall not constitute an Event of Force Majeure.

(xiv) “Excluded Person” shall mean a health care provider who has been identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (“EPLS”, located at <http://www.sam.gov/>) by designation of the U.S. Department of Health and Human Services (or its successor agency) or other federal agency declaring that the Person is excluded from receiving Federal contracts or certain types of Federal financial and nonfinancial assistance and benefits in any federal health care program including Medicare, Medicaid, CHAMPUS, and any other plan or program that provides health benefits, either directly or through insurance, or otherwise is funded directly in whole or in part by the United States government or a state health care program.

(xv) “Existing Hazardous Substances” means any Hazardous Substances located on or about the Premises as of the Commencement Date in quantities or conditions that violate Applicable Laws or that require investigation, monitoring, clean-up, remediation or abatement under Applicable Laws.

(xvi) “Expansion Premises” shall have the meaning ascribed to it in Section 8.03.

(xvii) “Extension Option” shall have the meaning ascribed to in Section 3.04.

(xviii) “Hazardous Substances” means all hazardous or toxic substances, materials, wastes, pollutants and contaminants, biomedical waste, that are now or hereafter listed, defined or regulated under Applicable Laws pertaining to the protection of human health or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Emergency Planning and Community Right To Know Act, 42 U.S.C. §§ 11001 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Clean Water Act, 33 U.S.C. §§ 2701 et seq., and the environmental laws of the State of Oklahoma, as the same may be amended. For purposes hereof, “Hazardous Substances” shall include Medical Waste.

(xix) “Hospital” shall mean the eight-story building containing approximately 425,000 square feet located on the Land and related improvements forming a part of the Premises, as the same is modified, from time to time.

(xx) “Initial Term” shall have the meaning ascribed to it in Section 3.01.

(xxi) “Initial Work” shall have the meaning ascribed to it in Section 13.02.

(xxii) “Land” means those parcels of real estate located in Midwest City, Oklahoma, which are described on Exhibit A and Exhibit B attached hereto.

(xxiii) “Lease Year” means each of the consecutive twelve-month periods beginning as the first full calendar month following the Commencement Date, provided that the

first Lease Year shall also include the remainder of the month in which the Lease commences if this Lease does not commence on the first of the month.

(xxiv) “Mechanical Systems” means the mechanical, electrical, plumbing, heating, air conditioning, sprinkler, fire protection and other building systems serving the Premises.

(xxv) “Medical District” means the area immediately surrounding the Hospital, all located in Midwest City, Oklahoma, as shown on the attached Schedule 2.

(xxvi) “Medical Waste” means (A) pathological waste, (B) blood, (C) sharps, and (D) wastes from medical procedures contaminated with blood, excretions, secretions, or tissue or other “biomedical waste” regulated under Oklahoma law.

(xxvii) “Permitted Exceptions” means (i) those encumbrances described on Exhibit C, (ii) title encumbrances caused by Tenant, (iii) reasonable utility easements, and (iv) any encumbrances approved by Tenant, in writing, or caused by Tenant’s affirmative acts.

(xxviii) “Permitted Uses” means any or all of the following purposes and uses incidental thereto: (i) the operation of a general acute inpatient hospital, including administrative related services, and the provision of medical services and activities related thereto, including, without limitation, (A) diagnostic and treatment services, tests and procedures by physicians and other health care professionals, (B) medical imaging, including, without limitation, the operation of CT scanners, MRIs, X-Rays and other imaging equipment, (C) the operation of a medical clinic, (D) laboratory, (E) the provision of occupational therapy, physical therapy, speech therapy, respiratory therapy and wellness services, (F) food service, (G) retail sales, including, without limitation, the sale of durable medical products and other health care related products, (H) pharmacy; (ii) parking related to the foregoing.

(xxix) “Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution or entity, including, without limitation, any governmental body, agency or department.

(xxx) “Premises” shall have the meaning ascribed to it in the Recitals.

(xxxi) “Prime Lease” shall have the meaning ascribed to it in the Recitals.

(xxxii) “Property Taxes” means any form of real estate tax or assessment or service payments in lieu thereof, any license fee, commercial rental tax, or other similar charge or tax (other than inheritance, personal income, estate, franchise, transfer, excise, gift or capital gains taxes) imposed upon the Premises by any governmental authority having the power to so charge or tax.

(xxxiii) “Renewal Notice” shall have the meaning ascribed to it Section 3.04.

(xxxiv) “Renewal Period” shall have the meaning ascribed to it Section 3.04.

(xxxv) “Rent” means the Annual Rent, additional rent, and other sums that Tenant is required to pay Landlord under this Lease.

(xxxvi) “Required Services” means the operation of a general, in patient acute care hospital with at least 200 licensed inpatient beds, a 24-hour emergency department, cardiology (including a cath lab), and endoscopy services, as well as maintain the Hospital’s Emergency Medical Services Operations, on substantially the same terms and conditions and to the same service areas as currently in effect, with at least two ambulances dedicated to Midwest City, and at least three additional ambulances to cover the remaining service area. With Landlord’s prior written consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may assign and/or transfer the obligations relating to Emergency Medical Services Operations hereunder to another person, provided such assignment or transfer shall not release Tenant from its obligations hereunder. Failure to provide the Required Services shall be a material default hereunder provided any applicable notice and cure periods have expired.

(xxxvii) “RWC” means the building located at 238 N. Midwest Boulevard, Midwest City, which is known as the Renaissance Women’s Center.

(xxxviii) “Structural Support” means the structural elements of the Hospital, including, without limitation, exterior walls, roof, elevator shafts, footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams.

(xxxix) “Tenant Default” shall have the meaning ascribed to it in Section 14.01.

(xl) “Tenant’s Initial Investment” shall have the meaning ascribed to it in Section 4.02.

(xli) “Tenant Liens” shall have the meaning ascribed to it in Section 8.02.

(xlii) “Tenant’s Signs” shall have the meaning ascribed to it in Section 5.04.

(xlili) “Term” means the period of time this Lease is in effect, including the Initial Term and the Renewal Periods, if any, as the same may be extended pursuant to the terms of this Lease or any other written agreement entered into by Landlord and Tenant.

(xliv) “Triggering Event” means any of the following: (a) an annual operating loss of Five Million Dollars (\$5,000,000) or more from Hospital operations for any three of five consecutive calendar years (excluding the first calendar year of operations) during the Term; (b) permanent closure of the Tinker Air Force Base, or (c) a material uncured breach by the Landlord and/or the City under the Lease. In addition, Tenant will have a one-time right to terminate the Lease if it determines, within 30 days after Tenant’s certification to Landlord that Tenant has completed its Thirty Million Dollar (\$30,000,000) investment in the Hospital as contemplated in Section 4.02 hereof, that the City and/or Landlord has not met its obligations concerning the Revitalization Plan as described in Section 13.01 or has not established the Medical District. For purposes of clarity, the parties acknowledge that the Triggering Event itself may occur

prior to the fifth anniversary of the Commencement Date; provided however, such termination may not be effectuated by Tenant until after such fifth anniversary. If Tenant elects to exercise the early termination option, it must provide Landlord at least one (1) year notice of the intent to terminate.

1.02 Construction. Whenever the context may require, any pronoun used in this Lease shall include the masculine, feminine and neuter forms. All references to articles, sections and paragraphs shall be deemed references to the articles, sections and paragraphs of this Lease, unless the context shall indicate otherwise. The terms “hereof,” “hereunder,” “herein” and similar expressions refer to this Lease as a whole and not to any particular article, section or paragraph. The titles of the articles, sections and paragraphs of this Lease are for convenience only and shall not affect the meaning of any provision hereof. Landlord and Tenant have agreed to the particular language of this Lease, and any question regarding the meaning of this Lease shall not be resolved by a rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. FOR PURPOSES OF THIS LEASE, TIME SHALL BE CONSIDERED OF THE ESSENCE.

ARTICLE II DEMISE

2.01 Demise. Landlord hereby leases and subleases, as applicable, the Premises to Tenant, and Tenant hereby leases and subleases, as applicable, the Premises from Landlord, upon the terms and conditions set forth in this Lease. To the extent there is any personal property of Landlord located on the Premises as of the Commencement Date, such personal property shall be leased by Landlord to Tenant upon the terms and conditions set forth in this Lease.

ARTICLE III TERM

3.01 Term. Subject to the other provisions hereof, the term of this Lease shall commence on the Commencement Date and expire at 11:59 p.m. EST on the last day of the one hundred eightieth (180th) full calendar month after the Commencement Date (the “Initial Term”), unless terminated, renewed or extended in accordance herewith. Upon the Commencement Date of this Lease and provided that all Conditions Precedent are satisfied as contemplated by Article XXIII, Tenant shall execute, acknowledge and deliver to Landlord the written statement attached hereto as Exhibit D.

3.02 Early Termination Option. Tenant shall have, at any time after the fifth anniversary of the Commencement Date, to exercise its option to terminate the Lease upon the occurrence of a Triggering Event by giving a notice of early termination, which must be provided to Landlord at least one (1) year prior to the selected date of early termination.

3.03 Cooperation upon Termination or Expiration. Upon the termination or expiration of this Lease, Tenant will reasonably cooperate with Landlord in transferring the operations of the Hospital to any subsequent operator selected by Landlord. This cooperation may include, if requested by Landlord, one or more transition services agreements to allow the new operator to

treat patients after the expiration or termination of this Lease provided that any such agreements shall be reasonable and customary and mutually agreed upon by Landlord and Tenant.

3.04 Extension Options.

(a) Landlord hereby grants Tenant three (3) extension options (such options being individually referred to as an “Extension Option” and collectively referred to as the “Extension Options”), each of which, if exercised, shall extend the Term of this Lease for an additional five (5) years (each a “Renewal Period”). Tenant may exercise an Extension Option by giving written notice to Landlord at any time during the Term so long as Tenant is not currently in default provided any applicable notice and cure periods have expired, and is in possession of the Premises; and notice is given by Tenant to Landlord by the date that is one (1) year prior to the date the Term is then set to expire (a “Renewal Notice”). If Tenant does not timely exercise the Extension Option, Tenant will cease to have any right to extend the Term pursuant to this Section 3.03.

ARTICLE IV RENT

4.01 Annual Rent. From the Commencement Date throughout the Term, Tenant shall pay Landlord an annual rent (the “Annual Rent”) for the Premises in accordance with the terms of this Section 4.01. The Annual Rent shall be comprised of a payment of One Dollar (\$1.00), plus for so long as, and only for the time period that, Tenant is entitled to an exemption from Property Taxes on the Premises for any reason, whether such exemption is premised on the governmental nature of Landlord or the City, or the tax-exempt status of Tenant a payment of One Million Dollars (\$1,000,000) per annum to Landlord. Both Landlord and Tenant shall use commercially reasonable efforts to ensure the Premises remain exempt from Property Taxes, based on exemptions that may be available due to Landlord’s governmental or Tenant’s charitable, tax-exempt status. In the event Property Taxes are assessed on the Premises, and there is no applicable exemption, these shall be the responsibility of the Tenant provided, however, Tenant may take such action to obtain any exceptions from ad valorem taxation that may be available to Tenant on account of its charitable usage of the Premises at that time.

The Annual Rent shall be paid by Tenant on or before December 31st of each year during the Term, including any partial year, with the first payment due on December 31, 2021 provided, however, that such Annual Rent shall be prorated for any partial year for which this Lease shall be in effect.

4.02 Tenant’s Initial Investment. In addition to Annual Rent, Tenant will invest a minimum of Thirty Million Dollars (\$30,000,000) in the Hospital over the first three (3) years of the Term, such time period to be extended for any time period from the occurrence of any fire or casualty through the completion of the restoration of the Premises in accordance with Article X, for major medical equipment purchases, infrastructure improvements, and development of new service lines and other such projects as determined by exclusively by Tenant (“Tenant’s Initial Investment”). A prioritization of items for Tenant’s Initial Investment and time period for completion of the same is attached hereto as Exhibit E. Tenant will advise Landlord of the ongoing progress made with Tenant’s Initial Investment, and ensure monies are readily available to pay for the same, up to the maximum set forth above. Tenant will provide reasonable advance notice of

any changes to the various projects of Tenant's Initial Investment or timeline to implement the same and allow Landlord to review and provide input concerning such projects to be completed with Tenant's Initial Investment and associated timeline but Tenant shall have ultimate decision with regard to such projects and timeline for completion of Tenant's Initial Investment provided the projects are completed within the three-year time period as extended in the event of a fire or casualty as contemplated by this Section 4.02. The parties acknowledge and agree that if the projects contemplated to be paid for the Tenant's Initial Investment can be accomplished for less than Thirty Million Dollars (\$30,000,000), the remaining balance will be invested in the Hospital's infrastructure by Tenant in a manner determined in its sole discretion provided that Landlord will have the opportunity to furnish input prior to any such expenditures being made. All fixtures (excluding trade fixtures and other tangible personal property (collectively, "Tangible Personalty")) purchased as well as any improvements made to the Premises, as part of the Tenant's Initial Investment shall become part of the Premises and ownership of the same shall transfer to Landlord upon the expiration or termination of this Lease. Tenant shall offer to Landlord the right to purchase any Tangible Personalty located on the Premises and acquired as a part of the Tenant's Initial Investment, to the extent transferable by Tenant, at a fair market value purchase price as of the expiration or termination of the Lease.

4.03 Operating Expenses. Except as otherwise expressly provided herein, Tenant shall be responsible for all costs and expenses, maintenance, repair, replacement (other than replacement costs that are Landlord's responsibility under this Lease) and operation of the Premises (which includes all corridors, restrooms, lobbies and any other accessible areas in the Premises, all landscaped areas, all parking areas and all other exterior areas) during the Term. Except as otherwise expressly provided for herein, Tenant shall contract directly with any vendor or suppliers providing services to Tenant or the Premises, and shall be responsible for the paying such vendors or suppliers. If requested by Landlord, Tenant agrees to use commercially reasonable efforts to cause any such service contracts that are required to operate the Hospital to be assigned to Landlord or terminated upon expiration or earlier termination of the Term.

4.04 Payment. Except as otherwise expressly provided herein, all Rent shall be paid by Tenant without deduction, demand, notice or offset. Tenant shall deliver all Rent to Landlord at the address specified in Article XX or such other place as Landlord may designate to Tenant by written notice.

4.05 Late Charges. If Tenant fails to pay any installment of Rent due under this Lease within ten (10) days after its due date, then Tenant shall pay Landlord a late charge equal to One Hundred Dollars (\$100.00) for each day between the date such payment was due and the date it is actually paid. The parties agree that the provisions of this Section 4.05 are commercially reasonable and shall not be deemed (i) a consent by Landlord to late payments, (ii) a penalty, (iii) a waiver of Landlord's right to insist on the timely payment of Rent, or (iv) a waiver or limitation of the rights and remedies available to Landlord on account of the late payment of any Rent.

4.06 Ad Valorem Taxes. Landlord acknowledges that Tenant, as a 501(c)(3) organization, to the extent that Tenant's use of the Premises is exempt from the payment of ad valorem real property taxes with respect to the Premises, may not be required to pay to certain taxing authorities any ad valorem taxes with respect to the Premises or any personal property used by Tenant in connection with its operations on the Premises. Tenant may apply for, obtain, and

maintain an exemption from ad valorem real property taxes with respect to the Premises and, to the extent Tenant obtains and maintains such an exemption, Tenant shall not be required to pay any ad valorem real property taxes with respect to which Tenant is exempt. At Tenant's request and sole expense, Landlord shall cooperate with Tenant's reasonable requests in applying for, obtaining, and maintaining any exemption from ad valorem real property taxes with respect to the Premises. Similarly, Tenant shall be free to apply for any ad valorem tax exemption on any personal property used by Tenant in connection with its operations on the Premises.

ARTICLE V USE AND OPERATION

5.01 Use. Tenant shall have the right to use the Premises only for the Permitted Uses. In no event will Tenant allow the Premises to be used for any purpose other than the Permitted Uses, unless Tenant obtains Landlord's prior written consent, which consent shall not be unreasonably withheld, qualified or delayed. Tenant shall conduct its operations and activities on the Premises, and maintain and repair the Premises, at all times in material compliance with all Applicable Laws. Tenant shall have the right to contest the enforcement or attempted enforcement of any Applicable Law, in which case Tenant shall not be deemed to have defaulted under or breached this Lease as a result of its failure to comply with any Applicable Law until a final and unappealable court order against Tenant has been entered enforcing the same and the period of time reasonably necessary to effect compliance therewith has passed; provided, Tenant shall indemnify, defend and hold harmless Landlord from and against any claims or associated liabilities (including court costs, litigation expenses and reasonable attorney's fees) resulting from the same. So long as Tenant complies with the provisions of Section 5.01 and the other provisions of this Lease, Tenant shall have the right to expand, modify, reconfigure, relocate, reduce or discontinue its operations in the Premises, from time to time, as Tenant determines appropriate, provided that at all times, Tenant must provide the Required Services at the Hospital. Landlord shall cooperate and at Tenant's request assist with Tenant's efforts to obtain all permits, licenses and other governmental approvals required for Tenant's operations in the Premises.

5.02 No Waste. Tenant shall not commit or allow any waste to be committed on any portion of the Premises by Tenant or any of its Affiliates, employees, agents, contractors or representatives.

5.03 Medical Waste & Hazardous Substances.

(a) Tenant may only store, use, handle and generate Hazardous Substances at the Premises in connection with the Permitted Uses and in compliance with all Applicable Laws. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Hazardous Substances being kept on the Premises as a result of Tenant's use or occupancy of the Premises, in accordance with Applicable Laws, with the exception of fuels and equipment and other materials integral to the operation of the Hospital. Tenant shall indemnify, defend and hold harmless Landlord, Landlord's Affiliates and the City from and against all third party claims and associated lawsuits, governmental actions, liabilities and expenses (including, but not limited to, assessment and remediation costs) arising as a result of Tenant's and/or Tenant's Affiliates', employees', agents', contractors' or representatives' release or claimed release of any Hazardous Substances on or about the Premises during the Term in violation of Applicable Laws, except to the extent

any such release is caused by the acts or omissions of Landlord or any of Landlord's Affiliates, employees, agents, contractors or representatives. Tenant's indemnification obligations under this subsection shall survive the expiration or earlier termination of this Lease for a period of five (5) years.

(b) Landlord shall investigate, monitor, cleanup, remove and abate any Existing Hazardous Substances to the extent validly ordered by any governmental authority under Applicable Law. Landlord agrees to perform its obligations under this subsection with due diligence and in a manner that causes the least interference with Tenant's use of the Premises reasonably possible, and Landlord agrees to immediately reimburse Tenant for the cost of repairing, or if necessary, replacing, any portion of the Premises damaged as a result of Landlord's (or any of its agents, employees or contractors) activities on the Premises; provided, however, if any of the costs are incurred relate to Existing Hazardous Substances and are incurred from the Commencement Date to the third anniversary of the Commencement Date, then the costs shall first be paid from the Escrowed Funds, up to the remaining amount specified for Strategy Infrastructure on Exhibit J hereof; provided further, however, that nothing in this sentence shall reduce the obligations of Landlord with regard to Existing Hazardous Substances. Landlord agrees to indemnify, defend and hold harmless Tenant (and its directors, officers, employees, agents and affiliates) from and against all third party claims and associated lawsuits, governmental actions, liabilities and expenses (including, but not limited to, remediation costs) to the extent arising as a result of the presence of any Existing Hazardous Substances except to the extent that Tenant or any of Tenant's Affiliates, employees, agents, contractors or representatives' acts or omissions have exasperated a situation involving Existing Hazardous Substances. Landlord's indemnification obligations under this subsection shall survive the expiration or earlier termination of this Lease for a period of five (5) years.

5.04 Signage. Tenant may install any and all signs, banners and other advertising materials (collectively, "Tenant's Signs") on the Premises (interior and exterior) that are permitted under Applicable Laws; provided Tenant shall repair any damage to the Premises caused by the installation or removal of the Tenant's Signs.

5.05 Annual Report. Within sixty (60) days following each anniversary of the Commencement Date, Tenant shall submit an annual report of the Hospital's operations to Landlord, and if invited to do so, will attend a regular or special meeting of Landlord to discuss the Hospital's operations and Tenant's strategic plan. In all events, Tenant will keep Landlord reasonably informed of any significant changes in Hospital operations and any change in the services to be provided at the Hospital, provided in all events, the Required Services will be continuously provided at the Hospital.

5.06 Hospital Employees. Throughout the Term, Tenant will provide health insurance options and other employee benefits to staff at the Hospital on substantially similar terms as are provided to other employees of Tenant's or its Affiliates owned and operated hospitals located in the State of Oklahoma.

ARTICLE VI
UTILITIES

6.01 Service. During the Term, Tenant shall pay for all utility services provided to the Premises, including, without limitation, electricity, gas, water, sewer and telephone service. Unless due to Landlord's negligence, misconduct, or breach of this Lease, Landlord shall not be liable to Tenant as a result of a disruption of any utility service to the Premises and any such disruption shall not relieve Tenant from its obligations and liabilities under this Lease.

ARTICLE VII
MAINTENANCE AND REPAIR

7.01 Tenant Repairs.

(a) Tenant, at Tenant's sole cost and expense, shall perform all repairs, maintenance and replacements required to keep the Premises in good working order and condition. Without limiting the generality of the foregoing, Tenant acknowledges that Tenant's obligations under this Section include the maintenance, repair and replacement of Structural Support, Mechanical Systems, landscaping, driveways and parking areas and such additional maintenance as may be necessary because of damages by persons other than Tenant, its agents, employees, invitees or visitors. All such repairs and replacements required to be made by Tenant pursuant to the terms of this Section shall be made in a good and workmanlike manner utilizing materials and workmanship that equal or exceed those utilized in connection with the initial construction of the Improvements and in compliance with all Applicable Laws. All such work which may affect the Structural Support must be in compliance with Article V, Section 1(3) of the Prime Lease. Landlord shall use reasonable efforts to enforce all warranties issued by third parties that are related to portions of the Premises to be maintained by Tenant under the terms of this Section 7.01, including, but not limited to, warranties issued by manufacturers, suppliers, contractors and subcontractors. In addition, Landlord shall ensure that any warranties that are related to portions of the Premises to be maintained by Tenant under the terms of this Section 7.01, run to the benefit of (and are enforceable by) both Landlord and Tenant. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to repair or replace portions of the Premises that remain functional but are subject only to ordinary wear and tear.

(b) Beginning as of the fourth Lease Year: (i) Tenant shall spend at least Seventy Five Cents (\$0.75) per square foot for facilities infrastructure repairs and/or facilities infrastructure expenditures (capital and non-capital) at the Hospital (such as roofs, HVAC equipment, chillers, AHHU's, etc.) for such Lease Year, which amount shall be increased by 2.5% each subsequent lease year after the fourth Lease Year, with any amount not being expended in the then-current Lease Year to be accumulated for future capital expenditures and repairs in later Lease Years and conversely, an excess for such Lease Year being deducted from the subsequent Lease Year (in all events excluding any expenditures made as part of the Tenant's Initial Investment); and (ii) Tenant shall also maintain a level of infrastructure and expenditures and repairs, which over the preceding three (3) Lease Years, averages not less than one percent (1%) of Tenant's net revenues (as defined by GAAP) from the Hospital for those same three Lease Years. Such expenditures and repairs included expenditures and repairs for facilities infrastructure, new equipment, equipment replacement, facility renovations, development of new

service lines at the Hospital (excluding marketing expenses and other typical operating expenses for service line development), information systems, and other matters agreed to by the parties.

ARTICLE VIII ALTERATIONS AND IMPROVEMENTS

8.01 Tenant Alterations. In compliance with Applicable Laws, Tenant may: (i) install all medical equipment that Tenant deems necessary or desirable in connection with the Permitted Uses, whether now existing or hereafter developed, including, but not limited to, position emission tomography (PET) scanners, computed tomography (CT) scanners, MRIs, linear accelerators, and surgical robotic equipment; and (ii) make any Alterations required to allow the use and operation of such medical equipment in the Premises; provided Tenant shall not alter the roof, foundation or Structural Support of the Premises without obtaining Landlord's approval; provided, however, in all instances Tenant shall provide Landlord with a copy of plans and specifications related to such Alterations prior to commencing any Alterations. In addition, subject to the other terms hereof, without obtaining Landlord's approval, Tenant may make (i) changes to floor coverings, wall coverings, paint and other cosmetic changes to the Premises, (ii) interior, non-structural Alterations costing less than the Alterations Threshold Amount in any calendar year, and (iii) non-material exterior Alterations to the Building and the other improvements on the Land. Except as otherwise expressly provided above, Tenant shall not make any Alterations unless Landlord has approved such Alterations, in writing, which approval will not be unreasonably withheld, conditioned or delayed. All Alterations must be completed by Tenant in a good and workmanlike manner and in compliance with Applicable Laws. All such work which may affect the Structural Support must be in compliance with Article V, Section 1(3) of the Prime Lease. In addition, all Alterations to the Mechanical Systems that exceed the Alterations Threshold Amount, must be approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed.

8.02 Liens. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant during the Term, and no mechanic's, materialmen's or other lien arising or resulting from Tenant's failure to pay any amounts owed by Tenant (collectively, "Tenant Liens") shall attach to Landlord's interest in the Premises. Tenant shall keep the Premises free and clear of all Tenant Liens. In the event Tenant fails to discharge any Tenant Liens encumbering the Premises (by posting a bond or other method) within thirty (30) days after the filing thereof, Landlord may (but shall not be obligated to) cause such Tenant Liens to be released and discharged, in which event Tenant shall reimburse Landlord for all reasonable costs that Landlord incurs in connection therewith, including, but not limited to, reasonable attorneys' fees.

8.03 Expansion Option. In the event Tenant desires to expand the Hospital after the Commencement Date, Landlord agrees to work with Tenant in good faith to accommodate any Hospital expansion plans after Tenant provides written notice of its desire to expand the Hospital (such area of expansion being the "Expansion Premises"). Thereafter, Landlord and Tenant shall negotiate an amendment to this Lease setting forth mutually acceptable terms under which Landlord will build the Expansion Premises, including, without limitation, the rent for the Expansion Premises. If Landlord and Tenant are unable to agree upon the terms of an amendment to address the conditions under which Landlord will build the Expansion Premises within thirty (30) days after Tenant notifies Landlord of its desire to build the Expansion Premises, then subject

to Tenant's compliance with the terms of Section 8.01, Tenant shall be entitled to construct the Expansion Premises itself.

ARTICLE IX
INSURANCE AND INDEMNITY

9.01 Tenant's Insurance.

(a) Tenant shall, at Tenant's expense maintain property insurance on the Premises (including, without limitation, all appurtenant structures, if applicable) in the amount of 100% of the replacement costs of the Premises (including, without limitation, all buildings, structures, fixtures and improvements forming a part thereof), written on an "all risk" basis (the "Premises Property Insurance"), which policy shall include coverage for catastrophe such as windstorm, earthquake and flood for the full replacement cost of the Premises. For purposes of this Lease, the "replacement cost" of the Premises shall mean the full replacement cost of the Premises at the time of casualty. The Premises Property Insurance shall name Landlord and the City as loss payees as their interests may appear. In addition to the Premises Property Insurance, Tenant shall, at Tenant's expense, obtain and keep in force at all times during the term of the Lease, a policy or policies of property insurance covering loss or damage to any and all of the personal property, trade fixtures, furnishings, and Tenant's business contents (collectively, "Tenant's Personal Property") at the Premises in the amount equal to their actual cash value, which shall cover risk of loss or damage normally covered in an "all risk" policy as such term is used in the insurance industry. The proceeds of the Premises Property Insurance shall be used for repair or replacement of the Premises and shall be paid solely to Landlord or any mortgagee or beneficiary under a deed of trust holding a lien encumbering the Premises to be held and applied to the costs of restoring the Premises and made available to Tenant as it incurs such costs; provided, if requested by Tenant, Landlord agrees that the proceeds of the Premises Property Insurance will be escrowed with a third party reasonably acceptable to Landlord. The terms and conditions governing the release of the escrowed insurance proceeds shall allow Tenant to draw on the escrowed funds monthly, as and when the costs of restoring the Premises are incurred by Tenant, and otherwise be reasonably acceptable to Landlord. Tenant shall be responsible for the amount of all deductibles. Additionally, Tenant shall maintain coverages as follows:

(i) Liability Coverage. Tenant shall, at Tenant's expense maintain a policy of commercial general liability insurance, ISO Form CG 00 01, or its equivalent, insuring Tenant, and Landlord as an additional insured, against liability arising out of the ownership, use, occupancy, or maintenance of the Premises or from any other cause covered by a commercial general liability insurance policy applicable to Tenant's operations at the Premises, known or unknown. Such insurance shall be primary and non-contributory and shall provide coverage on a claims made and/or occurrence basis with a per occurrence limit of not less than Three Million Dollars (\$3,000,000) for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Workers Compensation. Worker's Compensation insurance in amounts required by Applicable Law; provided, if there is no statutory requirement for Tenant, Tenant shall still obtain Worker's Compensation insurance coverage. Throughout the performance of any work, alterations or improvements that Tenant shall perform or cause to be performed in

the Premises, Tenant, shall cause to be carried, worker's compensation insurance in statutory limits.

(iii) Automobile Insurance. Commercial automobile liability insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit, per accident.

(iv) Business Interruption. Business interruption insurance with a commercially reasonable deductible that is sufficient to pay continuing expenses (including Rent) for a period of at least twelve (12) months. Business interruption insurance will include an Extended Period of indemnity no less than 90 days provided that Tenant will use commercially reasonable efforts to obtain an Extended Period of indemnity of 180 days.

(b) Tenant may self-insure any of the foregoing other than the Premises Property Insurance, provided, that any insurance required to be carried by Tenant hereunder that is not self-insured shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oklahoma and having an AM Best's rating of A IX or better, and (ii) regardless of whether Tenant or a third party provides said insurance, all policies shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, Tenant shall name Landlord as an additional insured under its commercial general liability, excess and umbrella policies (but only to the extent of the limits required hereunder). On or before the Commencement Date, and thereafter, within thirty (30) days prior to the expiration of each such policy, Tenant shall endeavor to furnish Landlord with certificates of insurance in the form of ACORD 25 (or other evidence of insurance reasonably acceptable to Landlord), evidencing all required coverages, and that with the exception of workers compensation insurance, such insurance is primary and non-contributory. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types; provided, Tenant shall not be required to increase the minimum amounts set forth herein by an amount that exceeds the CPI Index over the applicable period, and shall not be required to make such adjustment more than once every five (5) years during the Term.

9.02 Indemnities.

(a) Tenant agrees, as part of the material consideration for this Lease, to indemnify and hold harmless Landlord from all third party claims and associated actions, demands, costs, expenses and liabilities whatsoever (including reasonable attorneys' fees, on account of any such real or claimed damage or liability, and for all liens) arising from personal injury or property damage occurring in, or at any portion of Premises, during the Term of the Lease from the Commencement Date forward or arising out of Tenant's use, occupancy or enjoyment of any portion of the Premises, or any repairs or alterations which Tenant may make upon the Premises,

except to the extent caused by the negligence or willful misconduct of Landlord or any of Landlord's Affiliates, employees, agents, contractors or representatives.

(b) Landlord agrees, as part of the material consideration for this Lease, to indemnify and hold harmless Tenant from all third party claims and associated actions, lawsuits, demands, costs, expenses and liabilities whatsoever (including reasonable attorneys' fees, on account of any such real or claimed damage or liability, and for all liens) arising from any negligent acts, breach of contract, or willful misconduct of Landlord or Landlord's Affiliates except to the extent caused by the negligence or willful misconduct of Tenant or any of Tenant's Affiliates, employees, agents, contractors or representatives.

9.03 Waiver of Claims/Subrogation Rights. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby waive all claims that it may have against the other party (and such other party's owners, directors, officers, employees, agents, contractors and representatives) for losses and damages that are actually covered by its property insurance or that would have been covered had it maintained the insurance required under this Lease. For the purposes of this Section, each party shall be deemed to be insured against losses and damages that are within the deductible of any of its insurance policies. The provisions of this Section shall apply to claims regardless of cause or origin, including, without limitation, claims arising due to negligence.

ARTICLE X FIRE & CASUALTY

10.01 Restoration. Unless this Lease is terminated pursuant to Section 10.02, if the Premises, are damaged by fire or other casualty after the Commencement Date, Tenant shall be responsible for performing all repairs and replacements (collectively, "Restoration Work") required to fully restore the Premises to the condition existing immediately prior to such fire or casualty in accordance with the terms hereof provided, (i) Tenant may make any Alterations to the Premises permitted under Section 8.01, and (ii) Tenant may make any Alterations to the Premises that are required by Applicable Laws. Upon receipt of the insurance proceeds from the Premises Property Insurance, Tenant shall commence and diligently prosecute completion of the Restoration Work, which shall be completed in a good and workmanlike manner, using new materials, and in a manner that complies with Applicable Laws. Within forty-five (45) days after the Premises are damaged by fire or other casualty, Tenant shall furnish Landlord with a written statement from a reputable architect or general contractor setting forth such architect's or general contractor's best estimate of the period of time (the "Restoration Period") required to fully restore the Premises.

10.02 Termination. If the Premises are damaged by fire or other casualty at any time after the twelfth (12th) anniversary of the Commencement Date and the Restoration Period for such damage is estimated to be more than three hundred sixty-five (365) days after the date of the fire or other casualty, then Tenant may terminate this Lease by giving written notice to Landlord within sixty (60) days after the occurrence of such damage. Tenant shall not have the right to terminate this Lease as a result of damages caused by fire or other casualty at any time on or prior to the twelfth (12th) anniversary of the Commencement Date. If the Premises are damaged by a fire or other casualty and this Lease is terminated as a result thereof, then (i) Landlord shall have the right to require that Tenant demolish the Building and remove any debris resulting therefrom, and (ii)

Tenant shall pay Landlord an amount equal to the insurance proceeds received by Tenant as a result of such damage to the Premises, less any demolition costs incurred by Tenant and less unamortized cost of any Alterations paid for by Tenant (calculated by amortizing the cost of such Alterations over their useful life in accordance with Tenant's standard accounting procedures) and less all other expenses incurred by Tenant that are otherwise reimbursable by insurance proceeds.

10.03 Abatement. Tenant shall be entitled to an abatement of Rent during any period when the Premises are rendered untenantable or unusable, in whole or in part, as a result of any damage to the Premises caused by fire or other casualty, in proportion to the area of the Premises that is not reasonably usable as a result of such fire or other casualty.

ARTICLE XI EMINENT DOMAIN

11.01 Termination. In the event of a taking of all or substantially all of the Premises by condemnation, this Lease shall automatically terminate, and all Rent shall cease effective as of the date possession of the same is actually taken. If any portion of the Premises is taken by condemnation such that the Premises shall become impractical for Tenant to use for the Permitted Use, then Tenant may terminate this Lease by giving written notice to Landlord within sixty (60) days after Tenant is notified of such taking, in writing.

11.02 Restoration. In the event this Lease is not terminated after a taking of any portion of the Premises, Landlord shall diligently restore the same as close as possible to the condition and functionality prior to such taking and Landlord shall be entitled to use all condemnation awards paid on account of such taking to pay the cost of the restoration work, with any remaining funds being allocated to Landlord and Tenant on a pro rata basis in accordance with the terms of Section 11.03; provided in no event shall Landlord be required to spend more than the amount of such condemnation awards to restore the Premises. In the event this Lease is not terminated as a result of any condemnation, then the Rent shall be continued unabated.

11.03 Awards. Any award or compensation paid on account of any taking of all or any portion of the Premises by condemnation shall be paid to Landlord, except Tenant shall be entitled to make a separate claim for the taking of Tenant's trade fixtures, personal property, dislocation damages/moving expenses and the unamortized value of any Alterations paid for by Tenant and Tenant's Initial Investment, as well as business losses.

ARTICLE XII ASSIGNMENT AND SUBLETTING

12.01 Assignment & Subletting. Tenant may not assign this Lease or sublet all or any substantial portion of the Premises, without obtaining the prior consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned; provided, Tenant may assign or sublease to its Affiliates with at least ten (10) days advance notice to Landlord. Notwithstanding the foregoing, Tenant shall have right to sublease parts of the Hospital in connection with its strategic plan provided that such subleases in the aggregate shall not consist of more than fifth percent (50%) of the usable square footage in the Hospital. In the event of any such sublease or assignment of Tenant's right, title and interest in and to this Lease, the Person named as Tenant in this Lease shall remain primarily liable hereunder. Any assignee shall execute and deliver an assignment and

assumption agreement whereby such assignee assumes and agrees to perform and observe all of the covenants and agreements of Tenant under this Lease. This Lease shall inure to the benefit of and be binding upon any permitted successor or assign of either party.

ARTICLE XIII
LANDLORD'S OBLIGATIONS

13.01 Medical District. The City, Landlord and Tenant are committed to formulating and executing flexible redevelopment plans for the Medical District. The City will work with area stakeholders to create public/private partnerships to expedite quality redevelopment of a Medical District in an effort to meet the East Metro's healthcare and other needs now and in the future. In furtherance of the foregoing, the City and/or Landlord, as appropriate, agree as follows

(a) To cause to be prepared a Revitalization Plan for the Medical District (the "Revitalization Plan"), and to pay the cost thereof.

(b) Among other things, the Revitalization Plan will develop and provide for:

(i) A visionary, thoughtful and practical plan for improvement and revitalization of the Medical District;

(ii) Proposed land uses;

(iii) Proposed public improvements located on public property, to be funded from public funds, to include among other things: streetscape improvements, landscaping, sidewalks, street furniture, lighting and signage;

(iv) Design guidelines and zoning ordinances for land uses and public improvements providing for a unified theme and style to enhance the identity and sense of community of the Medical District;

(v) Creation of property maintenance standards and provision for the treatment of vacant and dilapidated structures located on private and public property, to include the removal of dilapidated structures owned by the City or Landlord at public expense; and

(vi) A plan for implementation of ongoing code enforcement to ensure compliance with City codes and ordinances adopted in furtherance of the Revitalization Plan.

(c) Establishment of a Revitalization Plan for the Medical District Committee ("Revitalization Plan Committee") to coordinate and guide preparation of the Revitalization Plan, which shall include among its members, area stakeholders, Tenant representatives (to the extent Tenant desires to participate), and City and Landlord representatives. The Revitalization Plan Committee shall be appointed within thirty (30) days after the Commencement Date of this Lease and shall hold its first meeting within thirty (30) days thereafter.

(d) After completion, the Revitalization Plan shall be adopted by the City and Landlord, which shall occur no later than the first anniversary of the Commencement Date of the Lease, with enactment of zoning, design and property maintenance standard ordinances within one year thereafter, if permitted by law; and, Landlord shall acquire obsolete, non-compliant or

underdeveloped properties in the vicinity of the Hospital which are available at fair market value prices to facilitate redevelopment in furtherance of the Revitalization Plan.

13.02 Landlord's Initial Work. On the Commencement Date, Landlord and Tenant will enter into an Escrow Agreement with the Bank of Oklahoma (the "Escrow Agent") and Landlord will fund an escrow account with the Escrow Agent in the amount set forth below, with a total commitment to fund Twenty Million Dollars (\$20,000,000), over the first three (3) years of the Term (the "Escrowed Funds"). The initial deposit into the Escrow Agreement will be in the amount of \$7,645,000 which is the amount Tenant has estimated is necessary to complete that portion of the Initial Work scheduled for the first year of the Term. On the first anniversary of the Commencement Date, Landlord will make a subsequent deposit in the amount of \$8,355,000 which is the amount estimated by Tenant for that portion of the Initial Work scheduled for the second year of the Term. On the second anniversary of the Commencement Date, Landlord will make a deposit in the amount of \$4,000,000 which is the amount required to bring its total deposits into the Escrow Account to Twenty Million Dollars (\$20,000,000). Tenant will utilize the Escrowed Funds in accordance with Oklahoma law exclusively for those infrastructure improvements and replacements at the Hospital that are identified on the attached Exhibit J or as are otherwise necessary to bring the Premises into compliance with Applicable Laws as contemplated by Section 5.03(b) (the "Initial Work"). Tenant will coordinate the Initial Work with Landlord, and Landlord will instruct the Escrow Agent to periodically release a portion of the Escrowed Funds to pay for the Initial Work planned for any given lease year, up to the maximum set forth above. The Escrow Agent shall pay all interest on the Escrowed Funds to Landlord and shall not become part of the Escrow Funds. The parties agree that if the cost of the Initial Work is less than Twenty Million Dollars (\$20,000,000), the remaining balance of the Escrowed Funds will be utilized to make improvements at the Hospital as mutually agreed to Tenant and Landlord. It is expressly agreed that any portion of the Escrowed Funds that are earmarked for Strategy Infrastructure will instead be utilized to bring the Premises into compliance with Applicable Laws if a violation becomes known to Landlord or Tenant prior to the complete expenditure of such portion of the Escrowed Funds earmarked for Strategy Infrastructure. Further, Landlord agrees to consider, in good faith, any supplemental request for a monetary investment for a special health care project or to fulfill a particular need that Tenant deems of importance to the Hospital or the public health of Midwest City and its residents and respond to Tenant within thirty (30) days of receipt of such request. Nothing in this Section 13.02 is intended to impose any greater obligation on the part of Tenant with regard to Applicable Laws pertaining to Hazardous Substances than is set forth in Section 5.03, it being acknowledged and agreed by the parties that Section 5.03 shall govern the parties' responsibilities and obligations with regard to Hazardous Substances.

13.03 Renaissance Women's Center. Landlord agrees that for the Term, it shall not allow the RWC building to be used as a competing inpatient, acute care facility or an ambulatory surgery center, or for any other health care usage in competition with Tenant without first obtaining the prior written consent of Tenant, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Landlord and/or the City may lease professional office space in the RWC to any physician or physician group who has or have medical staff privileges at the Hospital without the necessity of obtaining Tenant's prior consent. Upon either party's written request, Landlord and Tenant shall promptly execute and record a memorandum of this restrictions in the form attached as Exhibit F, putting all Persons on notice of the existence of said restrictions; provided the cost of recording such memorandum shall be borne by the requesting party.

13.04 Non-Disturbance Agreement. Upon Commencement Date, Landlord shall furnish to Tenant a non-disturbance or similar agreement in the form attached as Exhibit G, whereby the City acknowledges the Lease and agrees not to disturb Tenant's possession of the Hospital so long as there has been no event of default, beyond applicable notice and cure period, by Tenant hereunder, regardless of whether there may have occurred a default by Landlord under its arrangements with the City concerning the Hospital or otherwise.

13.05 Prime Lease. Landlord and Tenant, to the extent applicable to Tenant in its capacity as subtenant of the Subleased Premises, shall comply with all provisions of the Prime Lease during the Term. Landlord shall further not amend or otherwise modify the Prime Lease in any respect during the Term without the prior written consent of Tenant.

ARTICLE XIV TENANT'S DEFAULT

14.01 Tenant Default. The following shall each be deemed to be a default by Tenant under this Lease (a "Tenant Default"):

(i) Tenant's failure to pay any Rent when due or timely complete Tenant's Initial Investment and the continuance of such failure for ten (10) days after Tenant receives written notice from Landlord; or

(ii) Tenant's failure to provide the Required Services or restrict the use of the Hospital to the Permitted Uses and the continuance of such failure for twenty (20) business days after Tenant receives written notice from Landlord; provided if such failure cannot reasonably be cured within the aforementioned twenty (20) business day period, then no Tenant Default shall be deemed to have occurred so long as Tenant commences to cure such failure within twenty (20) business day period after receiving written notice from Landlord and diligently pursues completion of such cure within a reasonable time thereafter and keeps Landlord informed of its cure efforts and results; or

(iii) Tenant's failure to comply with any of the terms of this Lease other than those set forth in Subsections (i) and (ii) above and the continuance of such failure for thirty (30) days after Tenant receives written notice from Landlord; provided if such failure cannot reasonably be cured within the aforementioned thirty (30) day period, then no Tenant Default shall be deemed to have occurred so long as Tenant commences to cure such failure within thirty (30) days after receiving written notice from Landlord and diligently pursues completion of such cure within a reasonable time thereafter and keeps Landlord informed of its cure efforts and results; or

(iv) (A) the filing by or against Tenant of a petition (voluntarily or involuntarily) seeking to have Tenant declared bankrupt or insolvent, unless the petition is dismissed within ninety (90) days after its filing, (B) the appointment of a receiver or trustee for all or substantially all of Tenant's assets, or (C) the assignment of all or substantially all of Tenant's assets for the benefit of its creditors.

14.02 Remedies. Upon the occurrence of any Tenant Default, Landlord may, in addition to any other remedies expressly provided under this Lease and as provided at law or in equity:

(i) Enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord for all reasonable costs and expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease; or

(ii) Without terminating this Lease, enter upon and take possession of the Premises, expel or remove Tenant, and relet the Premises and receive the rent therefor. In the event Landlord elects to exercise the remedy provided under this subsection, Landlord shall be entitled to recover from Tenant (A) any reasonable costs and expenses that Landlord incurs to effect compliance with Tenant's obligations under this Lease through the date the Premises are relet, (B) the reasonable costs Landlord incurs to recover possession of the Premises from Tenant, including, but not limited to, reasonable attorneys' fees, (C) the reasonable brokerage commissions, advertising costs and other similar expenses Landlord incurs to relet the Premises, and (D) an amount equal to the difference between the Rent and other sums that Tenant is required to pay hereunder during the remainder of the Term (calculated without taking into account any unexercised Renewal Option) and the rent received by Landlord on account of such reletting during said period (or if Landlord takes possession of the Premises for its own benefit, the fair rental value thereof), which amount shall be paid monthly, in arrears. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, the parties agree that Landlord shall be entitled to retain such excess without offset.

(iii) Terminate this Lease upon thirty (30) days' notice to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant. In the event this Lease is terminated pursuant to this subparagraph, Landlord shall be entitled to collect from Tenant: (A) any unpaid Rent that was due and owing prior such termination, (B) any reasonable costs and expenses that Landlord incurs to effect compliance with Tenant's obligations under this Lease through the date of such termination, (C) the reasonable costs Landlord incurs to recover possession of the Premises from Tenant, including, but not limited to, reasonable attorneys' fees, and (D) any other actual damages that Landlord reasonably incurs as a result of the termination of this Lease.

Forbearance by Landlord to enforce one or more of the remedies herein provided upon a Tenant Default shall not be deemed or construed to constitute a waiver of Landlord's right to enforce any such remedies with respect to any subsequent Tenant Default.

ARTICLE XV LANDLORD'S DEFAULT

15.01 Landlord Default. If (i) Landlord defaults under or breaches any of its obligations under this Lease, and (ii) Landlord does not cure such default or breach (or cause the same to be cured) within thirty (30) days after Landlord receives written notice thereof from Tenant, then the same shall constitute a "Landlord Default" and Tenant shall have the right (but not the obligation) to attempt to cure such Landlord Default; provided if any such default or breach cannot reasonably be cured within thirty (30) days and Landlord commences to cure the same within the thirty (30) days after receiving written notice from Tenant, then no Landlord Default shall be deemed to have

occurred so long as Landlord diligently pursues completion of such cure within a reasonable thereafter and keeps Tenant informed of its cure efforts and results.

ARTICLE XVI
QUIET ENJOYMENT

16.01 Quiet Enjoyment. Subject to the other terms of this Lease, Landlord covenants that Tenant shall peacefully and quietly have, hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection whatsoever; provided, however, Landlord and the City will have those access rights provided in Article XVII.

ARTICLE XVII
RIGHT OF ENTRY

17.01 Right of Entry by Landlord. Landlord shall have the right to enter the Premises to: (i) conduct inspections; (ii) perform maintenance, repairs and replacements if Tenant has failed to do so; (iii) show the Premises to prospective purchasers of the Hospital and lenders; and (iv) show the Premises to prospective tenants during the last twelve (12) months of the Term; provided Landlord shall not materially interfere with Tenant's use and enjoyment of the Premises. Except in cases of emergency, Landlord shall: (a) give Tenant at least twenty-four (24) hours advance notice before entering upon the Premises; (b) use reasonable efforts to schedule such entry at a time that is acceptable to Tenant; and (c) be escorted by Tenant in order to protect patient privacy and any confidential health information unless Tenant refuses to provide an escort.

17.02 Right of Entry by City. Tenant acknowledges that the City has and may continue to have towers on the rooftop of the Hospital, which it utilizes for communication and other purposes. The City shall have the right to enter the Premises and have rooftop access as is necessary to maintain, repair and replace any towers on the Hospital's rooftop.

ARTICLE XVIII
SURRENDER

18.01 Surrender. Upon the expiration or earlier termination of this Lease: (i) Tenant shall quit and surrender possession of the Premises to Landlord; (ii) provide Landlord with the keys or combinations for all locks in the Premises; and (iii) enter into reasonably satisfactory transition agreements to assist any new operator at the Hospital during the initial operating period, for a term of not less than one (1) year. Before surrendering possession of the Premises to Landlord and subject to the provisions of Section 4.02, Tenant shall, at its expense, remove all Tangible Personalty, Tenant's Signs from the Premises, and Tenant shall promptly repair all material damage to the Premises resulting from the removal of such items. Before surrendering possession of the Premises to Landlord, Tenant may, at its sole option and expense and subject to the provisions of Section 4.02, remove any Tangible Personalty from the Premises, and Tenant shall promptly repair all material damage to the Premises resulting from the removal of such items. If Tenant fails to remove any of the foregoing items from the Premises by the expiration or termination of this Lease, then Landlord may deem such items abandoned and retain or dispose of the same in any manner Landlord sees fit; provided such removal and disposal does not interfere with other activities or operations being conducted on adjoining properties. Tenant shall reimburse Landlord, upon demand, for all commercially reasonable costs incurred by Landlord to remove

and dispose of such items which Tenant is required to remove or dispose of in accordance with this Section 18.01, including, without limitation, the cost of repairing any material damage to the Premises caused by the removal of such required items.

ARTICLE XIX
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

19.01 Subordination. This Lease shall be subject and subordinate to any first in priority mortgage, deed of trust, deed to secure debt, security deed, financing statement or other security interests now or hereafter encumbering Landlord's leasehold interest in the Premises (individually, a "Mortgage" and collectively the "Mortgages"), including, but not limited to, all renewals, modifications, consolidations, replacements, amendments, supplements and extensions thereof; provided, as a condition to such subordination, the holder of the Mortgage (the "Mortgagee") must agree, in writing, not to disturb Tenant's possession of the Premises and the rights and privileges granted to Tenant under this Lease so long as there is no outstanding Tenant Default. Notwithstanding anything herein to the contrary, if any Mortgagee elects, in writing, to have Tenant's interest in this Lease superior to its Mortgage, then by notice to Tenant from such Mortgagee, this Lease shall be deemed superior to such Mortgage, whether this Lease was executed before or after the same. Landlord represents and warrants to Tenant as of the Commencement Date that Landlord has not granted or entered into any mortgages, deeds of trust, deeds to secure debt, security deeds, financing statements, security agreements or other liens encumbering the Premises.

19.02 Attornment. If Landlord's interest in the Premises is transferred to a Mortgagee or any purchaser at a foreclosure sale (a "Foreclosure Purchaser"), Tenant shall be bound to such Mortgagee or Foreclosure Purchaser under the terms of this Lease and Tenant shall attorn to such Mortgagee or Foreclosure Purchaser, as the landlord hereunder, unless this Lease is terminated by Tenant pursuant to the terms hereof; provided, however, that if said transfer occurs before Landlord's satisfaction of its obligations under Section 13.01 or before paying for the Initial Work required under Section 13.02, the Annual Rent due under Section 4.01 shall be reduced to a payment of One Dollar (\$1.00) for the remainder of the Term regardless of the nature of the Foreclosure Purchaser or the tax-exempt status of Tenant. The foregoing provision shall be self-operative; provided, however, Tenant shall, upon written demand, execute documentation confirming the matters set forth in this Section. Any Mortgagee or Foreclosure Purchaser succeeding to the interest of Landlord in the Premises shall not be (i) bound by any payment of Rent made by Tenant more than one (1) month in advance, (ii) liable due to any act or omission of a prior landlord (including, without limitation, Landlord), (iii) subject to any offset rights or defenses of Tenant arising or related to periods prior to the date the Mortgagee or Foreclosure Purchaser acquires such interest, or (iv) responsible for any security or other deposit not transferred to it.

ARTICLE XX
NOTICES

All notices, consents, approvals and other communications (collectively, "Notices") that may be or are required to be given by either Landlord or Tenant under this Lease shall be properly made only if in writing and sent to the address of Landlord or Tenant, as applicable, set forth

below, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested), nationally recognized overnight delivery service, or by electronic mail upon a confirmed receipt from the recipient.

- If to Landlord: Midwest City Memorial Hospital Authority
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110
Attention: Tim Lyon, City Manager
Email: tlyon@MidwestCityOK.org
- With a copy to: Carlton Fields, P.A.
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
Attention: Linda L. Fleming, Esquire
Email: lfleming@carltonfields.com
- With a copy to: Williams, Box, Forshee & Bullard, P.C
522 Colcord Drive
Oklahoma City, OK 73102-2202
Attention: John Michael Williams, Esquire
Email: williams@wbflaw.com
- If to Tenant: SSM Health Care of Oklahoma, Inc.
1000 North Lee
3rd Floor
Oklahoma City, OK 73102
Attn: Mandy Hayes Chandler, Esquire
Email: mandy.hayes-chandler@ssmhealth.com
- With a copy to: McAfee & Taft
8th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, OK 73102
Attn: Robert L. Garbrecht, Esquire
Email: rob.garbrecht@mcafeetaft.com

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received (a) three (3) Business Days after the same is sent via certified or registered United States mail, return receipt requested, postage prepaid, (b) on the Business Day immediately following the day the notice is deposited with a nationally recognized overnight delivery service, on the day of delivery by electronic mail if

received during regular business hours of the recipient on a Business Day, otherwise on the Business Day immediately following the day the notice is received at any other time.

ARTICLE XXI REPRESENTATIONS AND WARRANTIES

21.01 Landlord's Representations. Landlord hereby represents and warrants to Tenant, as of the Commencement Date, that: (i) Landlord is a public trust validly existing under the laws of the State of Oklahoma; (ii) Landlord has all power and authority necessary for Landlord to execute and deliver this Lease and perform all of Landlord's obligations hereunder, including, specifically, but not limited to, spending the Escrowed Funds as contemplated by this Lease and the Escrow Agreement; (iii) the execution, delivery and performance of this Lease by Landlord does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter or any contract, agreement or other instrument to which Landlord is a party; (iv) Landlord has not filed or threatened to file any voluntary petition in bankruptcy or sought to reorganize its affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors, Landlord has not been adjudicated as bankrupt or insolvent, or Landlord has not had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors; (v) to Landlord's knowledge, there are no lawsuits, arbitration proceedings or other similar actions pending or threatened against or affecting the Premises; (vi) Landlord and/or the City are the rightful owners of the Premises, free and clear of all easements, liens, claims, encumbrances and other exceptions to title, except for the Permitted Exceptions; (v) to Landlord's knowledge, there are no pending or threatened governmental actions, investigations or proceedings that will adversely affect the Premises (including, but not limited to, condemnation or eminent domain proceedings or proposed assessments); (vi) the Hospital currently has water, sewer, electricity, gas, broadband and telephone capacity; (vii) to Landlord's knowledge, except for Medical Waste handled in accordance with Applicable Law, no Hazardous Substances have been discharged, disbursed, released, stored, treated, generated, disposed of, incorporated into or allowed to escape on, under or about the Premises which have not been remedied prior to the Commencement Date; (viii) to Landlord's knowledge, other than as otherwise known by Tenant on the Commencement Date, whether through its own efforts or investigations, except as expressly disclosed by Landlord to Tenant in Schedule 3 or as contemplated to be corrected as part of Landlord's Initial Work, the Premises are in compliance with all Applicable Laws; (ix) Landlord has not granted any other Person an option to purchase, right of first offer to purchase, right of first refusal to purchase or any other purchase option to purchase Landlord's interest in the Premises, and (x) Landlord and its Affiliates are not and will not become a person or entity with whom U.S. persons are prohibited from doing business with under Applicable Laws, including, without limitation, the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224, and the USA Patriot Act.

21.02 Tenant's Representations. Tenant hereby represents and warrants to Landlord, as of the Commencement Date, that: (i) Tenant is a not for profit corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma and is recognized as a tax-exempt organization under the tax laws of the United States; (ii) Tenant has all power and authority necessary for Tenant to execute and deliver this Lease and perform all of Tenant's obligations

under this Lease; (iii) the execution, delivery and performance of this Lease by Tenant does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter or any contract, agreement or other instrument; (iv) Tenant has not filed or threatened to file any voluntary petition in bankruptcy or sought to reorganize its affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors, Tenant has not been adjudicated as bankrupt or insolvent, or Tenant has not had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors; (v) there are no lawsuits, arbitration proceedings or other similar actions pending or, to Tenant's knowledge, threatened against or affecting the Premises; and (vi) Tenant is not and will not become a person or entity with whom U.S. persons are prohibited from doing business with under Applicable Laws, including, without limitation, the regulations of the OFAC of the Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224, and the USA Patriot Act.

21.03 Tenant's Warranties. Tenant hereby covenants and warrants to Landlord that at all times during the Term: Tenant shall (i) remain a not for profit corporation which is recognized by the Internal Revenue Service as a tax-exempt organization; (ii) provide charity care to the residents of Midwest City in accordance with its Financial Assistance Policy, which will be available on its website; (iii) retain the Hospital's accreditation with The Joint Commission or similar agency; (iv) ensure the Hospital is a participating provider in the Medicare and Medicaid programs; (v) use, maintain and occupy the Premises pursuant to the terms of this Lease; (vi) procure and maintain all permits, licenses and authorizations required for the use of the Premises; (vii) pay when due the entire cost of any work performed on the Premises by Tenant, procure all required permits for any Alterations or expansion, cause such work to be performed in a good and workmanlike manner, and comply with all Applicable Laws; and (viii) comply with all provisions in this Lease, including limiting uses to the Permitted Uses and providing the Required Services.

ARTICLE XXII

TRANSFER OR ASSIGNMENT OF LANDLORD'S INTEREST

22.01 Transfers or Assignment by Landlord. Following the Commencement Date and with the prior written consent of Tenant, Landlord shall have the right to assign or transfer, in whole or in part, every feature of its right and obligations hereunder and the Premises, provided it complies with the terms of this Article XXII and the other terms of this Lease and further provided that if such assignment or transfer occurs before Landlord's satisfaction of its obligations under Section 13.01 or before paying for the Initial Work required under Section 13.02, the Annual Rent due under Section 4.01 shall be reduced to a payment of One Dollar (\$1.00) for the remainder of the Term regardless of the nature of the transferee or the tax-exempt status of Tenant. In the event of a sale or conveyance by Landlord of the part of the Premises owned by Landlord, the same shall operate to release Landlord from any and all liability under this Lease with respect to such part of the Premises arising after the date of such sale, transfer, or assignment; provided the assignee assumes, in writing, the obligations and liabilities of Landlord under this Lease for the benefit of Tenant. Tenant's right to quiet possession of the Premises shall not be disturbed so long as Tenant shall pay the Rent as reduced in accordance with this Section 22.01 and observe and perform all of the provisions of this Lease to be observed and performed by Tenant, unless this Lease is

terminated pursuant to specific provisions contained herein. Landlord shall not assign this Lease or sell the Premises to any Disqualified Person.

22.02 Disqualified Person.

The term “Disqualified Person” shall mean and include: (i) any Person engaged in the ownership, operation, lease, or management of any acute care general hospital, medical/surgical hospital, specialty hospital or other hospital facility, extended care facility, rehabilitation center or facility (each a “Competitor Facility”); (ii) any Excluded Person; (iii) any Person that otherwise engages in activities that are directly competitive with Tenant; or (iv) any Person which is an Affiliate of any Person described in clause (i) above; provided, however, Disqualified Person shall not mean Tenant or any of its Affiliates.

(a) In no event shall: (i) Landlord’s interest in the Premises be owned by any Disqualified Person, directly or indirectly; or (ii) any of the ownership interests (such as, without limitation, stock membership interest, partnership interests or limited partnership interests, directly or indirectly.

ARTICLE XXIII
CONDITIONS PRECEDENT

23.01 Conditions Precedent to Effectiveness. The effectiveness of this Lease and the obligations of the each of the parties hereto shall be subject to the fulfillment, at or prior to the Commencement Date, of each of the following (collectively, the “Conditions Precedent”):

(a) Closing of the Related Transactions. The closing of the transactions contemplated by that certain Asset Purchase Agreement dated December 8, 2020, by and between CHS/Community Health Systems, Inc. and Tenant shall have occurred.

(b) Termination of Existing Lease. That certain Lease Agreement dated May 21, 1996, by and among Landlord, Midwest City Regional Center, LLC, as successor in interest to Midwest City HMA, Inc., and Health Management Associates, Inc. as the same may have been amended from time to time (as amended, the “Existing Lease”) shall be terminated, including, specifically, Landlord’s right of first refusal under Section 16.2 of the Existing Lease, and satisfactory evidence of the termination of the same shall have been furnished to Tenant.

(c) Title Policy. Tenant shall have received an irrevocable commitment from Chicago Title Insurance Company (the “Title Company”) to issue a title insurance policy in the form of the Proforma Owner’s Policy of Title Insurance issued by the Title Company, last revised [_____], 2021.

(d) Landlord Deliveries. Landlord shall have delivered or caused to be delivered to Tenant each of the following:

- (i) The Commencement Date Agreement duly executed by Landlord.
- (ii) The Memorandum of Restrictions duly executed and acknowledged by Landlord and joined by the City.

(iii) The Non-Disturbance Agreement duly executed and acknowledged by the Landlord and the City.

(iv) The Memorandum of Lease duly executed and acknowledged by Landlord.

(v) The Escrow Agreement duly executed by Landlord and the Bank of Oklahoma.

(e) Tenant Deliveries. Tenant shall have delivered or caused to be delivered to Landlord each of the following:

(i) The Commencement Date Agreement duly executed by Tenant.

(ii) The Memorandum of Restrictions duly executed and acknowledged by Tenant.

(iii) The Non-Disturbance Agreement duly executed and acknowledged by Tenant.

(iv) The Memorandum of Lease duly executed and acknowledged by Tenant.

(v) The Escrow Agreement duly executed by Tenant.

ARTICLE XXIV MISCELLANEOUS PROVISIONS

24.01 Consents. Unless otherwise expressly stated herein, whenever Landlord's or Tenant's consent is required under this Lease, such consent shall not be unreasonably withheld, qualified or delayed.

24.02 Landlord's Cooperation. Upon Tenant's request, Landlord agrees to cooperate with, assist and join in Tenant's efforts to obtain all governmental permits, licenses and approvals that Tenant deems necessary or desirable for Tenant's use and enjoyment of the Premises for any of the Permitted Uses or any other uses approved by Landlord, including, but not limited to, any Alterations undertaken by or on behalf of Tenant in accordance with Section 8.01.

24.03 Tenant's Cooperation. Upon Landlord's request, Tenant agrees to cooperate with, assist and join in Landlord's efforts to obtain all governmental permits, licenses and approvals that Landlord deems necessary or desirable for the Initial Work or otherwise.

24.04 Records. Upon the written request of the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General of the Government Accounting Office, or their authorized representatives, Landlord shall make available this Lease and all books, documents, and records necessary to certify the nature and extent of Landlord's costs with respect to this Lease and the Premises for a period of six (6) years after performing its duties hereunder. If Landlord carries out any of its duties under this Lease through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period, the subcontract will also contain an access

clause to permit access by the Secretary, Comptroller General, and their authorized representatives to such subcontractor's books and records.

24.05 Regulatory Matters.

(a) Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any Affiliate or subsidiary of the other.

(b) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Lease to comply with Applicable Laws.

(c) Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). Each party also represents and warrants to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). Each party shall notify the other party of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) Business Days of its first learning of it. Either party shall have the right to immediately terminate this Lease upon learning of any such Investigation, suspension or exclusion. Each party shall be kept apprised by the other party in a timely manner of the status of any such Investigation. Each party shall indemnify, defend and hold the other party harmless from any claims, liabilities, fines and expenses (including reasonable attorneys' fees) incurred as a result of the other party's breach of this paragraph.

(d) Rights and Remedies. Upon the occurrence of any of the events referenced in Section 24.05 of this Lease, Tenant shall give Landlord written notice of the matter at issue, and Tenant and Landlord agree to promptly engage in good faith negotiations to resolve the matter through an amendment to this Lease. If the parties are unable to resolve the matter through an amendment to this Lease within ninety (90) days after Tenant's written notice to Landlord thereof, and the parties do not otherwise agree upon a course of action to resolve the matter within the same ninety (90) day period, then the parties agree to submit the matter to binding arbitration with the American Health Lawyers Association ("AHLA") for resolution pursuant to the AHLA Rules of Procedure for Arbitration at a mutually agreeable location, and judgment on any award rendered

by such arbitrators may be entered in any court having jurisdiction thereof. Tenant and Landlord agree that a matter submitted to arbitration will be arbitrated before a panel of three (3) arbitrators, appointed in accordance with the AHLA Rules of Procedure for Arbitration, and will be held in Oklahoma City, Oklahoma.

24.06 Estoppel Certificates. Within fifteen (15) Business Days after its receipt of a written request from the other party, Landlord or Tenant, as applicable, shall execute and deliver to the other party or its designee a written statement certifying to the extent true and ascertainable (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications), (ii) that, to its actual knowledge, neither Landlord nor Tenant is in default under this Lease and no circumstance exists which with the giving of notice, the passage of time, or both, would constitute such a default (or, if either party is in default or a circumstance exists which with the giving notice, the passage of time, or both, would constitute such a default, then the nature of such default or circumstance shall be set forth in detail), (iii) that there are no actions, whether voluntary or otherwise, pending against it under the bankruptcy laws of the United States or any state thereof, and (iv) any other facts related to the status of this Lease or the condition of the Premises, but only to the extent of the certifying party's actual knowledge thereof.

24.07 No Offset. Tenant will not have a right to offset the Rent for any reason.

24.08 Force Majeure. In the event Landlord or Tenant is delayed in performing any of its obligations under this Lease due to an Event of Force Majeure, then the period of time that Landlord or Tenant, as applicable, has to perform the obligation shall be extended by the period of such delay; provided, however, the provisions of this Section shall not operate to (i) excuse, extend or abate Tenant's obligation to pay any Rent, or (ii) excuse Landlord's or Tenant's inability to perform its obligations hereunder because of inadequate finances.

24.09 Landlord's Liens. Landlord hereby expressly waives any right which it may have to impose any and all liens, whether statutory, constitutional, possessory or otherwise, that Landlord may, now or hereafter, have with respect to any of Tenant's property, including, but not limited to, trade fixtures, furnishings, equipment, inventory, records, patient information, accounts receivable and any other documentation generated in the conduct of Tenant's business (collectively, "Tenant's Property"). This Lease does not grant a contractual lien or any other security interest to Landlord or in favor of Landlord with respect to Tenant's Property.

24.10 Holdover. If Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at one hundred fifty percent (150%) of the Rent for the Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether or not said notice is given on the rent paying date. This Section 24.10 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier

termination of this Lease, nor limit Landlord's remedies in such event. In no event shall Tenant be liability for consequential damages in connection with a holdover.

24.11 Brokers. Landlord and Tenant each (i) represents and warrants to the other that it has not dealt with any real estate broker, finder or listing agent in connection with this Lease, and (ii) agrees to indemnify, defend and hold harmless the other from and against any claim for a commission, fee or other compensation made by a broker, finder or listing agent with whom it has dealt (or allegedly dealt). The provisions of this Section shall survive the expiration or termination of this Lease.

24.12 Successors and Assigns. This Lease shall be binding on Landlord, Tenant and their respective successors and assigns.

24.13 Relationship. The relationship of Landlord and Tenant is solely that of independent third parties engaged in an arm's length transaction. Nothing contained in this Lease shall be deemed or constructed as creating a partnership, joint venture, agency or other similar relationship between Landlord and Tenant.

24.14 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Lease that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

24.15 Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the Premises and supersedes and replaces all prior negotiations and understandings between the parties with respect to the subject matter hereof, including, specifically, that certain Preliminary Term Sheet dated effective December 3, 2020, by and among Landlord and Tenant. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant.

24.16 No Waiver. No waiver by Landlord or Tenant of any provision or breach of this Lease shall be deemed to have been made unless the same is in writing, and no waiver of any provision or breach of this Lease shall be deemed a waiver of any other provisions or breach. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.

24.17 Submission. The submission of this Lease does not constitute an offer, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Furthermore, copies of this Lease that have not been executed and delivered by both Landlord and Tenant shall not serve as a memorandum or other writing evidencing an agreement between the parties. It is hereby disclosed that only the officer of Tenant listed in the signature block of this Lease has the authority to cause Tenant to enter into binding leases.

24.18 Memorandum of Lease. Upon either party's written request, Landlord and Tenant shall promptly execute and record a memorandum of this Lease in the form attached as Exhibit I, putting all Persons on notice of the existence of said provisions; provided the cost of recording

such memorandum shall be borne by the requesting party. This Lease shall not be recorded in its entirety unless Landlord and Tenant agree otherwise, in writing.

24.19 Attorney Fees. In the event of any lawsuit between the parties arising from or relating to this Lease, the prevailing party (defined to be the party that substantially obtains or defeats the relief sought) in such lawsuit shall be entitled to recover its reasonable costs, expenses and attorneys' fees from the non-prevailing party therein, including but not limited to, court costs, professional fees and other litigation expenses through all appellate levels and in bankruptcy court. This Section shall survive the expiration or termination of this Lease.

24.20 Exhibits. Landlord and Tenant acknowledge and agree that all exhibits and schedules referenced in this Lease are attached hereto and incorporated herein by reference.

24.21 Governing Law, Venue and Jurisdiction. This Lease shall be governed by the laws of the State of Oklahoma. Landlord and Tenant stipulate and agree that any lawsuit or other legal action arising from or relating to this Lease (or any agreement formed pursuant to the terms hereof) shall only be commenced, and such jurisdiction and venue shall only be valid, in state court of the county where the Premises are located.

24.22 Confidentiality. The parties hereto shall hold in confidence the information contained in this Lease and each of them hereby acknowledges and agrees that all information related to this Lease, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except: (a) to the extent necessary to comply with Applicable Law or the valid order of any governmental agency or any court of competent jurisdiction; (b) as part of its normal reporting or review procedure, to its auditors, and to its attorneys; (c) to the extent necessary to obtain appropriate insurance, to its insurance agent; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Lease. Each party shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other party, release or share such information with any third party (except as permitted above and except as may be required by Applicable Law).

24.23 Protected Health Information. For purposes of this Section 24.23, "protected health information", or "PHI", shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties agree that neither Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI or to destroy such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards.

24.24 Counterparts. This Lease may be executed by the parties in separate counterparts, and the executed counterparts shall be deemed by the parties as a single executed and binding document. A facsimile or electronic version of any signature hereto shall be deemed an original for all purposes.

24.25 Recitals. The recitals and defined terms preceding the terms and conditions of this Lease are hereby incorporated into this Lease as if set forth herein.

24.26 Radon Disclosure.

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN OKLAHOMA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the Commencement Date.

LANDLORD:

**MIDWEST CITY MEMORIAL
HOSPITAL AUTHORITY**

By: _____

Name: _____

Title: _____

Date: March __, 2021

TENANT:

**SSM HEALTH CARE OF OKLAHOMA,
INC.**

By: _____

Name: _____

Title: _____

Date: March __, 2021

JOINDER OF MIDWEST CITY

The undersigned joins in the foregoing Hospital Sublease and Lease Agreement for purposes of (and only for purposes of) agreeing to the provisions of Sections 13.01 and 13.04.

CITY OF MIDWEST CITY

By: _____
Mayor

March __, 2021

List of Exhibits and Schedules

- Exhibit A – Legal Description of Subleased Premises Land
- Exhibit B – Legal Description of the Leased Premises Land
- Exhibit C – Permitted Exceptions
- Exhibit D – Commencement Date Agreement
- Exhibit E – Tenant’s Initial Investment
- Exhibit F – Memorandum of Restrictions
- Exhibit G – Non-Disturbance Agreement
- Exhibit H – Intentionally Deleted
- Exhibit I – Memorandum of Lease
- Exhibit J – Landlord’s Initial Work
- Schedule 1 – Prime Lease Documentation
- Schedule 2 – Medical District
- Schedule 3 – Disclosures to Section 21.01

EXHIBIT A

(to Hospital Sublease and Lease Agreement)

LEGAL DESCRIPTION OF SUBLEASED PREMISES LAND

All of Lot Six (6), in Block One (1) and all of Block Two (2), of PARKLAWN ADDITION, an Addition to City of Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof, and a part of the Southeast Quarter (SE/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, all being more particularly described as follows:

Beginning at the Southeast Corner of said Lot Six (6);

Thence North 89°59'58" West (Platted as North 87°14'49" West, 240.97 feet), along the South line of said Lot Six (6), a distance of 240.81 feet to the most Southerly Southwest corner of said Lot Six (6);

Thence North 45°00' West, along a Westerly line of said Lot Six (6), a distance of 84.01 feet;

Thence West, along a Southerly line of said Lot Six (6), a distance of 55.94 feet to the East line of Ridgecrest Country Estates Addition, an addition to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof;

Thence North 45°00' West, along a Westerly line of said Lot Six (6) and the East line of said Ridgecrest Country Estates Addition, a distance of 247.56 feet to the Northwest Corner of said Lot Six (6);

Thence continuing North 45°00' West along the East line of said Ridgecrest Country Estates Addition, a distance of 147.14 feet;

Thence North 65°23'33" East, a distance of 92.17 feet;

Thence North 00°17'27" West, a distance of 461.93 feet

Thence North 70°41 '29" East, a distance of 762.90 feet to the Northwest corner of Block Two (2) of said Parklawn Addition;

Thence continuing North 70°41 '29" East along the Northerly line of said Block Two (2), a distance of 25.00 feet;

Thence North 82°09'32" East along the Northerly line of said Block Two (2), a distance of 299.24 feet;

Thence South 77°33'51" East along the Northerly line of said Block Two (2), a distance of 163.93 feet to the Northeast corner of said Block Two (2);

Thence South 12°26'09" West along the Easterly line of said Block Two (2), a distance of 80.02 feet to a point of curvature;

Thence Southerly along the Easterly line of said Block Two (2) on a curve to the right having a radius of 675.00 feet, whose chord bears South 27°22'05" West and whose chord distance is 347.86 feet, an arc distance of 351.83 feet to a point of compound curvature;

Thence continuing Southerly along the Easterly line of said Block Two (2) on a curve to the right having a radius of 906.26 feet, whose chord bears South 44°46' 13" West and whose chord distance is 78.14 feet, an arc distance of 78.16 feet to the most Southerly corner of said Block Two (2);

Thence South 47°42' East, a distance of 28.37 feet to the centerline of Parklawn Drive as shown by the recorded plat of said Parklawn Addition;

Thence South 42°18' West along the centerline of Parklawn Drive, a distance of 320.58 feet to a point of curvature;

Thence Southerly along the centerline of Parklawn Drive on a curve to the left having a radius of 653.29 feet, whose chord bears South 27°17'01" West and whose chord distance is 338.53 feet, an arc distance of 342.44 feet;

Thence North 77°44' West, a distance of 50.00 feet to the Northeast corner of said Lot Six (6), Block One (1), Parklawn Addition, said point also being on the West right-of-way line of Parklawn Drive;

Thence Southerly along the East line of said Lot Six (6), Block One (1) and the West right-of-way line of Parklawn Drive on a curve to the left having a radius of 703.29 feet, whose chord bears South 7°32' 11" West and whose chord distance is 116. 87 feet, an arc distance of 117.00 feet (Platted as 116.78 feet) to the point or place of beginning.

EXHIBIT B

(to Hospital Sublease and Lease Agreement)

LEGAL DESCRIPTION OF LEASED PREMISES LAND

A tract of land in the Southeast Quarter of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, said tract more particularly described as follows: Commencing at the Southwest Corner of Lot Nine (9), Block Four (4), Ridgecrest Country Club Addition to Midwest City, Oklahoma County, Oklahoma;

Thence South 12°26'09" West along the East Right of Way Line of Parklawn Drive a distance of 80.02 feet to a Point of Curve;

Thence continuing along said East Right of Way Line of Parklawn Drive on a curve to the right having a radius of 725.00 feet for a distance of 112.691 feet to the point or place of beginning;

Thence continuing along said East Right of Way Line of Parklawn Drive on said curve to the right having a radius of 725.00 feet for a distance of 265.199 feet to a point of reverse curve;

Thence continuing along said East Right of Way Line of Parklawn Drive on a curve to the left having a radius of 906.26 feet for a distance of 95.17 feet to a point on the North Right of Way Line of National Avenue;

Thence South 47°42'00" East along said North Right of Way Line of National Avenue a distance of 326.50 feet to a point of curve;

Thence continuing along said North Right of Way Line of National Avenue on a curve to the left having a radius of 233.15 feet for a distance of 156.73 feet;

Thence North 0°13'00" West a distance of 357.61 feet to a point on the South line of a tract conveyed by Warranty Deed recorded in Book 3442 at page 256;

Thence South 89°57'00" West a distance of 77.50 feet to the Southwest corner of a tract of land conveyed by Warranty Deed recorded in Book 4703 at pages 320-322;

Thence North 8°52'22" East for a distance of 175.82 feet to a point on the South Right of Way Line of Crestlawn, said point being the Northwest corner of said tract conveyed by Warranty Deed recorded in Book 4703 at pages 320-322;

Thence North 70°38'04" West along said South Right of Way Line of Crestlawn a distance of 139.90 feet to the point or place of beginning.

EXHIBIT C

PERMITTED EXCEPTIONS¹

1. This item intentionally deleted.
2. This item intentionally deleted.
3. This item intentionally deleted.
4. This item intentionally deleted.
5. This item intentionally deleted.
6. This item intentionally deleted.
7. Ad Valorem taxes for 2021, and subsequent years, amounts of which are not ascertainable, due or payable.
8. All interest in and to all oil, gas, coal, metallic ores and other minerals in and under and that may be produced from insured premises, and all rights, interests and estates of whatsoever nature incident to or growing out of said outstanding minerals.
9. All matters affecting subject property as shown on the Plat of Parklawn Addition, recorded in [Book 40, Page 14](#).
10. Dedication for public street recorded in [Book 2767, Page 601](#). (Tract 1)
11. Right of Way and Utility Easement Grant in favor of the City of Midwest City recorded in [Book 4811, Page 1743](#). (Tract 2)
12. Easement in favor of the City of Midwest City recorded in [Book 4783, Page 1057](#). (Tract 1)
13. Right of Way Grant in favor of the City of Midwest City recorded in [Book 7545, Page 62](#). (Tract 2)
14. Easement in favor of Oklahoma Gas and Electric Company recorded in [Book 6518, Page 420](#). (Tract 1)
15. Easement in favor of the City of Midwest City recorded in [Book 3486, Page 291](#). (Tract 1)
16. Easement in favor of the City of Midwest City recorded in [Book 3486, Page 292](#). (Tract 1)
17. Easement in favor of the City of Midwest City recorded in [Book 3486, Page 293](#). (Tract 1)
18. Oklahoma Water Resources Board Final Order Establishing Prior Ground Water Rights recorded in [Book 4840, Page 601](#).
19. This item intentionally deleted.

¹ To be updated at signing

20. With respect to Tract 1, the obligation to provide "Community Services" as provided by Title 42 C.F.R. § 124.601 et seq.
21. This item intentionally deleted.
22. Terms and Conditions of that certain Lease dated _____, 2021 by and between Midwest City Memorial Hospital Authority, a public trust, Landlord, and SSM Healthcare, Tenant as evidenced in Memorandum of Sub-Lease and Memorandum of Lease, recorded _____, 2021 in Book _____, Page _____ as it pertains to Tract 2.
23. Dedication for public street by W.P. Atkinson, Rubye Atkinson and W.P. "Bill" Atkinson Lumber Co., Inc., recorded in [Book 2767, Page 602](#). (Tracts 1 and 2)
24. The following matters shown on survey dated December 20, 2020 and last revised January 5, 2021 prepared under Project No.13,525 by Randall A. Mansfield, Licensed Professional Land Surveyor No. 1613 for Dodson-Thompson-Mansfield, PLLC:
 - i. Fence across property line on the North, South and West (Tract 1)
 - ii. Storm sewer line across the South, West and East without the benefit of an easement (Tract 1)
 - iii. Water line across the East without the benefit of an easement (Tract 1)
 - iv. Overhead electric line across the West without the benefit of an easement (Tract 1)
 - v. Asphalt parking spaces, concrete fire lane, metal building, concrete flume and concrete area across OG&E easement recorded in Book 6518, Page 420. (Tract 1)
 - vi. Sanitary sewer line across the North and South without the benefit of an easement (Tract 1)
 - vii. Concrete parking spaces and fenced, concrete area with oxy tanks over water line easement recorded in Book 3486, Page 291, Book 3486, Page 292 and Book 3486, Page 293.
 - viii. Fence across property line to the East and North (Tract 2)
 - ix. Storm water line across the West without the benefit of an easement (Tract 2)
 - x. Overhead electric line across the Southwest without the benefit of an easement (Tract 2)
 - xi. Gas line across the North without the benefit of an easement (Tract 1)
25. Lease by and between The City of Midwest City, as Lessor, and The Trustees of the Midwest City Memorial Hospital Authority, as Lessee, dated February 20, 1962 evidenced by Amended Lease Agreement recorded October 25, 1963 in [Book 2967, Page 250](#); Amendment to Lease recorded November 7, 1984 in [Book 5247, Page 971](#); Amendment to Lease Agreement recorded May 29, 1996 in [Book 6899, Page 2196](#) and Second Amendment to Lease Agreement recorded April 10, 2009 in [Book 11063, Page 1811](#); and Sub-Lease dated _____, 2021 by and between The City of Midwest City, Midwest City Memorial Hospital Authority, a public trust, and SSM Health Care of Oklahoma, Inc., as evidenced in Memorandum of Sub-Lease and Memorandum of Lease, recorded _____, 2021 in Book _____, Page _____; as modified by the Non-Disturbance Agreement dated _____, 2021, by and among the City of Midwest City, Midwest City Memorial Hospital Authority and SSM Health Care of Oklahoma, Inc., recorded _____, 2021, in Book _____, Page _____ as it pertains to Tract 1.

EXHIBIT D

COMMENCEMENT DATE AGREEMENT

_____, 20__

Midwest City Memorial Hospital Authority
100 N. Midwest Blvd.
Midwest City, OK 73110

Re: Hospital Sublease and Lease Agreement (the "Lease"), dated _____, between Midwest City Memorial Hospital Authority (the "Landlord"), and SSM Health Care (the "Tenant"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

Ladies and Gentlemen:

Landlord and Tenant agree as follows:

1. Condition of Premises. Tenant has accepted possession of the Premises pursuant and subject to the Lease; provided nothing herein shall be deemed to limit Tenant's rights or remedies under the Lease between Landlord and Tenant, dated _____, as a result of any defects or deficiencies therein.

2. Commencement Date. The Commencement Date of the Lease is April 1, 2021, as 12:01AM, CST.

3. Expiration Date. The Term is scheduled to expire on the last day of the 180th full calendar month of the Term, which date is _____, ____.

4. Initial Rent. The initial Annual Rent and payment in lieu of taxes is One Million and One Dollars (\$1,000,001) per annum.

6. Contact Person. Tenant's contact person in the Premises is:

Attention: _____
Telephone: _____
Telecopy: _____

7. Ratification. Tenant and Landlord hereby ratify and confirm its obligations under the Lease.

8. Binding Effect; Governing Law. Except as modified hereby, the Lease shall remain in full effect and this letter shall be binding upon Landlord and Tenant and their

respective successors and assigns. If any inconsistency exists or arises between the terms of this letter and the terms of the Lease, the terms of this letter shall prevail. This letter shall be governed by the laws of the State of Oklahoma.

Please indicate your agreement to the above matters by signing this letter in the space indicated below and returning an executed original to us.

Sincerely,

SSM Health Care of Oklahoma, Inc.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed To:

Midwest City Memorial Hospital Authority

By: _____
Name: _____
Title: _____

EXHIBIT E

TENANT'S INITIAL INVESTMENT

| | 2021 | 2022 | 2023 | Totals |
|---------------------------|--------------|-------------|-----------|--------------|
| Infrastructure/Facilities | \$4,183,258 | \$2,319,187 | | \$6,502,445 |
| Equipment | \$5,448,252 | | | \$5,448,252 |
| EPIC Implementation | \$13,816,078 | \$1,291,425 | \$825,000 | \$15,932,503 |
| EMS/Ambulance Upgrades | \$2,116,800 | | | \$2,116,800 |
| Total Capital | \$25,564,388 | \$3,610,612 | \$825,000 | \$30,000,000 |

Infrastructure/Facilities

| SSM Infrastructure Items to address | | | |
|---------------------------------------|------------------------------------|----------------------------|----------------------------|
| Area | Description | SSM Est. Investment - 2021 | SSM Est. Investment - 2022 |
| Infrastructure | Landscaping upgrades | \$ 250,000.00 | \$ 100,000.00 |
| Renovation | Dining area finish upgrades | | \$ 400,000.00 |
| Renovation | 2FL Classroom / Training refresh | | \$ 240,000.00 |
| Renovation | 1FL renovation / furniture | \$ 1,387,500.00 | \$ 1,387,500.00 |
| Signage/Branding | | \$ 1,000,000.00 | |
| Medical Group Provider Based Upgrades | Facilities provider-based upgrades | \$ 1,200,000.00 | |
| | Subtotal | \$ 3,837,500.00 | \$ 2,127,500.00 |
| | Tax (9.01%) | \$ 345,758.75 | \$ 191,687.75 |
| | TOTAL | \$ 4,183,258.75 | \$ 2,319,187.75 |
| | TOTAL Infrastructure | | \$ 6,502,446.50 |

Equipment

| <u>Priority Ranking</u> | <u>Equipment Description</u> | <u>2021</u> |
|-------------------------|------------------------------|-------------|
| 1 | Cath Lab x1 | 1,200,000 |
| 2 | Cath Lab x1 | 1,200,000 |
| 3 | BD Bactec Chamber/Tower | 50,000 |
| 4 | Anesthesia Machines x 4 | 200,000 |
| 5 | Radiology Equipment | 450,000 |
| 6 | Ultrasound Cardiac | 120,000 |
| 7 | DR Conversion for Portables | 250,000 |
| 8 | Nuc Med Image System | 300,000 |
| | CT Scanner | 1,080,090 |
| 9 | Steris Washer & Sterilizer | 250,000 |
| | | \$5,100,090 |
| | Tax | \$348,162 |
| | Total Estimates | \$5,448,252 |

EPIC Implementation

| Workstream | Summarize overall findings | 2020/2021 Capital | 2022 Capital | 2023 Capital |
|--|--|----------------------|---------------------|----------------------|
| Desktop Management/Domain Integration/Storage | Local Infrastructure - Servers New Implementation Costs Licensing | 796,423.15 | 53,000.00 | 125,000.00 |
| Enterprise Epic Information Technology | | 727,353.00 | | |
| Epic Implementation | | 5,076,000.00 | | |
| Epic Application and Hardware Licensing | | 1,270,363.00 | | |
| Data Conversion/Archiving | | 600,000.00 | | |
| Security | Estimate covers: DLP (Client and Network)/User, Symantec AV Client/Device, Symantec VIP (MFA)/User, Firewall (FW) and Intrusion Prevention (IPS) | 40,000.00 | | |
| WS 4 - Data Center Ops/Productivity/MS Office/Email/Provisioning/Telecom - within WS 1 | | | | |
| Network Services | Implementing SSM standard network, assuming all equipment needs to be replaced due to age. Includes storage estimates. | 950,000.00 | 710,000.00 | 700,000.00 |
| SAP Financials & HR Integration | | 417,000.00 | | |
| WS 7 - Ambulatory Revenue Cycle - future | | | | |
| WS 8 - Hospital Revenue Cycle - future | | | | |
| WS -9 Misc Apps - future | | | | |
| Telecom | No local information provided estimate end of life and need to be replaced. Assuming implementation of SSM standard Skype telephony solution. | | 450,000.00 | |
| PC's/Printers (Hospital) | All figures were derived from the inventory provided of department workstations based on the description and based on typical SSM standards. | 679,375.00 | 78,425.00 | |
| PC's/Printers (Medical Group) | | 667,414.00 | | |
| 3rd Party Vendors/Systems and Integration | All downstream systems require patient identifier conversion. Interfaces will be required for each system. Vendor cost estimates include testing/validation. Cost for identifier conversion dependent upon overall patient population in each system. Cost may vary. | 592,150.00 | | |
| Imaging | Migrating from existing PACS and CVIS solutions to the SSM GE environment. No current information available. | 2,000,000.00 | | |
| Training | Estimate 8 hours per person based on previous implementations similar size. Using 35.00 per hour as avg labor cost. | | | |
| Staff Augmentation | | | | |
| Total | | 13,816,078.15 | 1,291,425.00 | 825,000.00 |
| Total Capital | | | | 15,932,503.15 |

EMS/Ambulance Upgrades

| Capital Dollars for EMS/Ambulance Refresh | |
|--|-------------|
| | 2021 |
| New Ambulances 8 or 9 depending on truck style and final costs | \$2,116,800 |

EXHIBIT F

MEMORANDUM OF RESTRICTIONS

THIS MEMORANDUM OF RESTRICTIONS (this "Memorandum") is made effective as of _____, 2021 ("Effective Date"), by and between SSM HEALTH CARE OF OKLAHOMA, INC., an Oklahoma not-for-profit corporation ("Grantee"), and MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust ("Grantor").

WHEREAS, Grantor is the lessee of the building commonly known as the Renaissance Women's Center (the "RWC Building") located as 238 N. Midwest Boulevard, Midwest City, Oklahoma, as more particularly described on Exhibit A hereto, pursuant to that certain Amended Lease Agreement dated October 8, 1963, by and between the City of Midwest City and Grantor, recorded at Book 2967, beginning on Page 250 of the records of the Oklahoma County Clerk, which was amended by that certain Amendment to Lease dated June 12, 1984, recorded at Book 5247, beginning on Page 971 of the records of the Oklahoma County Clerk, as further amended by that certain Amendment to Lease dated April 23, 1996, recorded at Book 6899, beginning on Page 2196 of the records of the Oklahoma County Clerk, and as further amended by that certain Second Amendment to Lease Agreement dated March 24, 2009, recorded at Book 11063, beginning on Page 1811 of the records of the Oklahoma County Clerk; and

WHEREAS, pursuant to the terms of that certain Hospital Sublease and Lease Agreement dated _____, 2021, between the Grantor, as landlord, and Grantee, as tenant (the "Lease"), as evidenced by that certain Memorandum of Lease of even date herewith and recorded at Book [____], beginning at Page [____] of the records of the Oklahoma County Clerk, Grantor has agreed to establish certain restrictions upon the RWC Building for the benefit of Grantee, pursuant to the terms and conditions set forth in this Memorandum; and

WHEREAS, Grantor and Grantee desire to execute this Memorandum for the purpose of evidencing such restrictions.

NOW THEREFORE, Grantor for itself and its successors and assigns does hereby declare that the RWC Building shall be subject to and shall be used in conformance with the following covenants, restrictions and agreements:

1. Use Restrictions. During the term of the Lease, the ownership, development and use of the RWC Building and any and all buildings, structures or other improvements thereto shall be restricted, burdened and subject to all of the following limitations: no portion of the RWC Building shall be used as a competing inpatient, acute care facility or an ambulatory surgery center, or for any other health care usage in competition with Grantee without first obtaining the prior written consent of Grantee, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Grantor or the City of Midwest City may lease professional office space in the RWC Building to any physician or physician group having current medical staff privileges at the hospital located at 2825 Parklawn Drive, Midwest City, Oklahoma, without the necessity of obtaining Grantee's prior consent.

2. Integration. This Memorandum is executed and recorded in accordance with the terms of the Lease solely for the purpose of giving notice of the existence thereof and shall not supersede or in any way modify the terms or conditions of the Lease.

3. Successors and Assigns. The foregoing restrictions are imposed for the benefit of Grantee and shall be deemed restrictive covenants running with the land and shall be binding upon Grantor and any person or entity who may from time to time own, lease or otherwise have an interest in the RWC Building or any portion thereof. This Memorandum shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. Remedies. In the event of a breach or threatened breach of any term of this Memorandum, Grantee shall have the right to exercise any and all remedies afforded under law and at equity, including, without limitation the right to obtain injunctive relief. This Memorandum is made in and shall be construed pursuant to the laws of the state in which the RWC Building is located.

[Signature Page to Follow]

Executed and delivered as of the day and year first written above.

GRANTOR:

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, an Oklahoma public trust

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on _____, 2021, by
_____, as _____ of MIDWEST CITY MEMORIAL
HOSPITAL AUTHORITY, an Oklahoma public trust.

(Seal)

Notary Public
My Commission Expires: _____

GRANTEE:

SSM HEALTH CARE OF OKLAHOMA, INC., an
Oklahoma not for profit corporation

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on _____, 2021, by
_____ as _____ of SSM HEALTH CARE OF OKLAHOMA,
INC., an Oklahoma not for profit corporation.

(Seal)

Notary Public
My Commission Expires: _____

JOINDER OF MIDWEST CITY

The undersigned joins in the foregoing Memorandum of Restrictions.

CITY OF MIDWEST CITY

By: _____

Name: _____

Title: _____

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on _____, 2021, by
_____ as _____ of the CITY OF MIDWEST CITY.

(Seal)

Notary Public

My Commission Expires: _____

EXHIBIT A
(to Memorandum of Restrictions)

LEGAL DESCRIPTION

A part of the Southwest Quarter of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW/4);

Thence North a distance of 1,323.94 feet;

Thence South 89°52'53" East a distance of 50.00 feet to the point of beginning;

Thence continuing South 89°52'53" East a distance of 303.72 feet;

Thence South a distance of 178.00 feet;

Thence South 24°15'00" West a distance of 70.72 feet;

Thence West a distance of 89.85 feet;

Thence Westerly along a curve to the right with a radius of 22.00 feet a distance of 18.24 feet;

Thence Westerly along a curve to the left with a radius of 52.00 feet a distance of 43.10 feet;

Thence West a distance of 105.28 feet;

Thence North 45°00'00" West a distance of 35.36 feet;

Thence North a distance of 194.11 feet to the point or place of beginning.

EXHIBIT G

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT is made and entered into effective as of April 1, 2021, by and among the CITY OF MIDWEST CITY, OKLAHOMA, an Oklahoma municipal corporation (“Landlord”), MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust (“Sublessor”), and SSM HEALTH CARE OF OKLAHOMA, INC., an Oklahoma not for profit corporation (“Sublessee”).

R E C I T A L S:

A. Sublessor is the tenant under an Amended Lease Agreement dated October 8, 1963 between Landlord, as landlord, and Sublessor, as tenant, recorded at Book 2967, beginning on Page 250 of the records of the Oklahoma County Clerk, which was amended by that certain Amendment to Lease dated June 12, 1984, recorded at Book 5247, beginning on Page 971 of the records of the Oklahoma County Clerk, as further amended by that certain Amendment to Lease dated April 23, 1996, recorded at Book 6899, beginning on Page 2196 of the records of the Oklahoma County Clerk, and as further amended by that certain Second Amendment to Lease Agreement dated March 24, 2009, recorded at Book 11063, beginning on Page 1811 of the records of the Oklahoma County Clerk (collectively, the “Lease”), covering, among other property, the land and improvements located at 238 N. Midwest Boulevard, Midwest City, Oklahoma, as more particularly described therein (the “Prime Lease Premises”).

B. Sublessor, as lessor, and Sublessee, as lessee, have entered into a Hospital Sublease and Lease Agreement of even date herewith (the “Sublease”) covering the property described therein (the “Premises”), which includes the Prime Lease Premises.

C. The parties hereto (collectively, the “Parties”) desire to assure Sublessee’s possession of the Premises upon the terms and conditions in the Sublease, irrespective of a termination of the Lease and to otherwise memorialize their understandings and agreements concerning their respective rights and obligations concerning the Premises, as evidenced by that certain Memorandum of Lease of even date herewith and recorded at Book ____, beginning at Page ____ of the records of the Oklahoma County Clerk.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby covenant and agree as follows:

1. Sublease Certification. Sublessor and Sublessee certify to Landlord that the Sublease, a full and complete copy of which has been furnished to Landlord, has been duly executed, represents the entire agreement between Sublessor and Sublessee with respect to the Premises, and is in full force and effect and has not been cancelled, modified, supplemented, amended or assigned in any way whatsoever.

2. Consent of Landlord. Landlord consents to the execution and delivery of the Sublease.

3. Lease Certification and Estoppel. Landlord and Sublessor certify to Sublessee that the Lease has been duly executed, represents the entire agreement between Landlord and Sublessor with respect to the Premises, and is in full force and effect and has not been cancelled, modified, supplemented, amended or assigned in any way whatsoever except as indicated in Recital A above. For purposes of clarity, that certain Lease Agreement between Landlord and Sublessor dated February 20, 1962, was amended, supplanted, superseded, and replaced in its entirety by the Lease. Landlord and Sublessor further certify to Sublessee that, to the best of their respective knowledge, there exists no default or event of default nor any circumstance which, with the passage of time and/or the giving of appropriate notice, would constitute a default or an event of default as of the date hereof under any of the terms of the Lease.

4. No Termination. Landlord will not join Sublessee as a party defendant in any action or proceeding for the purpose of terminating all or any portion of Sublessee's right, title and interest in and to the Premises or Sublessee's right, title and interest in, to and under the Sublease because of any default or event of default by Sublessor under the Lease as long as Sublessee is not in default (beyond any applicable notice and cure periods) in the payment of rent or in the performance of any of the terms, covenants or conditions of Sublessee under the Sublease.

5. Non-Disturbance and Attornment. If Sublessor's interest in, to or under the Lease or in and to the Premises is terminated because of any default or event of default by Sublessor under the Lease (a "Lease Termination"), then, provided Sublessee is not in default under the Sublease beyond any applicable notice and cure period: (a) Landlord will not disturb Sublessee's right to use nor Sublessee's possession of the Premises; (b) the Sublease will continue as a direct lease between Landlord and Sublessee with the same force and effect as if Landlord, as lessor, and Sublessee, as lessee, had entered into a lease as of the date of the Lease Termination containing the same terms, covenants and conditions as those contained in the Sublease for a term equal to the unexpired term of the Sublease, including any extension terms; and (c) Sublessee hereby agrees to attorn to Landlord as its landlord under the Sublease, such attornment to be immediately effective and self-operative without the execution of any further instrument by any party hereto. In such event, Landlord and Sublessee agree to enter into a new direct lease, if so requested by Landlord or Sublessee, upon the same terms and conditions as the Sublease. Notwithstanding the foregoing, Sublessee will have no obligation to pay rent to Landlord until Sublessee receives written notice from Landlord that Landlord has succeeded to the interest of Sublessor under the Sublease. The respective rights and obligations of Sublessee and Landlord upon such attornment will, for the balance of the term of the Sublease, be the same as set forth in the Sublease.

6. Rights upon Succession. Upon a Lease Termination, Landlord will be bound to Sublessee under all of the terms and conditions of the Sublease, and Sublessee will, from and after the effective date of such Lease Termination, have the same rights and remedies against Landlord for the breach of any agreement terms, covenants or conditions contained in the Sublease that Sublessee might have had under the Sublease against Sublessor; provided, however, that Landlord will not be bound by any amendment or modification of the Sublease made after the date hereof without Landlord's consent.

7. No Amendments. The Parties agree not to cancel, modify, supplement or amend the Lease or the Sublease without obtaining the prior written consent of all the Parties. Any agreement made in contravention to the provisions of this Section 7 will be of no force or effect.

8. Notices. Any notice or other communication that is required or permitted to be given under the terms of this Agreement (each a “Notice”) must be in writing and shall be sent by (a) personally delivery; (b) U.S. Mail, postage prepaid via certified mail, return receipt requested; (c) recognized overnight courier; or (d) electronic mail, in each case, to the Parties at the following addresses or at such other address and/or such additional parties in the United States of America as any party hereto shall hereafter specify by notice given and received in the manner provided in this Section 8. Said notice shall be deemed given on personal delivery, on the third business day after being sent by U.S. Mail as provided herein, on the next business day if sent by overnight courier, or on the day of the delivery by electronic mail if received during normal business hours of the recipient or if not so received, on the next business day.

| | |
|------------------|--|
| If to Landlord: | City of Midwest City, Oklahoma 100 N. Midwest Blvd. Midwest City, OK 73110 Attention: Mayor |
| If to Sublessor: | Midwest City Memorial Hospital Authority 100 N. Midwest Blvd. Midwest City, OK 73110 Attention: Tim Lyon, City Manager Email: TLyon@MidwestCityOk.org |
| With a copy to: | Carlton Fields, P.A. 4221 W. Boy Scout Blvd., Suite 1000 Tampa, FL 33607 Attention: Linda L. Fleming, Esquire Email: Lfleming@carltonfields.com |
| With a copy to: | Williams, Box, Forshee & Bullard, P.C. 522 Colcord Drive Oklahoma City, OK 73102-2202 Attention: John Michael Williams, Esquire Email: williams@wbflaw.com |
| If to Sublessee: | SSM Health Care of Oklahoma, Inc. 1000 North Lee, 3 rd Floor Oklahoma City, OK 73102 Attention: Mandy Hayes-Chandler, Esquire Email: mandy.hayes-chandler@ssmhealth.com |

With a copy to:

McAfee & Taft
8th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, OK 73102
Attention: Robert L. Garbrecht, Esquire

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Agreement.

[Signature Pages to Follow]

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

LANDLORD:

CITY OF MIDWEST CITY

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ___ day of _____, 2021, by _____, as _____ of City of Midwest City, a municipal corporation.

(Seal)

Notary Public
My Commission Expires: _____
Commission # _____

SUBLESSOR:

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, as _____ of Midwest City Memorial Hospital Authority, an Oklahoma public trust.

(Seal)

Notary Public
My Commission Expires: _____
Commission # _____

SUBLESSEE:

SSM HEALTH CARE OF OKLAHOMA, INC.

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ___ day of _____, 2021, by _____, as _____ of SSM Health Care of Oklahoma, Inc., an Oklahoma not-for-profit corporation.

(Seal)

Notary Public
My Commission Expires: _____
Commission # _____

EXHIBIT I

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into on _____, 2021 by and between MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust, as Landlord, and SSM HEALTH CARE OF OKLAHOMA, INC., an Oklahoma not for profit corporation, as Tenant, as follows:

Landlord has by the Hospital Sublease and Lease Agreement (the "Lease") dated _____, 2021 leased to Tenant and Tenant leased from Landlord for a term of fifteen (15) years from the Lease Commencement Date as defined in the Lease, the property described on Exhibit "A" to this Memorandum of Lease (the "Property").

The Lease provides for three (3) extension options for additional terms of five (5) years each.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease to be delivered and effective as of the day and year first written above.

LANDLORD:

TENANT:

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY

SSM HEALTH CARE OF OKLAHOMA, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on _____, 2021, by _____, as _____ of MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust.

(Seal)

Notary Public
My Commission Expires: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on _____, 2021, by _____ as _____ of SSM HEALTH CARE OF OKLAHOMA, INC., an Oklahoma not for profit corporation.

(Seal)

Notary Public
My Commission Expires: _____

EXHIBIT A
(to Memorandum of Lease)

DESCRIPTION OF REAL PROPERTY

Tract 1:

All of Lot Six (6), in Block One (1) and all of Block Two (2), of PARKLAWN ADDITION, an Addition to City of Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof, and a part of the Southeast Quarter (SE/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West Meridian, Oklahoma County, Oklahoma, all being more particularly described as follows: [Refresh iManage View](#)
Beginning at the Southeast Corner of said Lot Six (6);
Thence North 89°59'58" West (Platted as North 87°14'49" West, 240.97 feet), along the South line of said Lot Six (6), a distance of 240.81 feet to the most Southerly Southwest corner of said Lot Six (6);
Thence North 45°00' West, along a Westerly line of said Lot Six (6), a distance of 84.01 feet;
Thence West, along a Southerly line of said Lot Six (6), a distance of 55.94 feet to the East line of Ridgecrest Country Estates Addition, an addition to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof;
Thence North 45°00' West, along a Westerly line of said Lot Six (6) and the East line of said Ridgecrest Country Estates Addition, a distance of 247.56 feet to the Northwest Corner of said Lot Six (6);
Thence continuing North 45°00' West along the East line of said Ridgecrest Country Estates Addition, a distance of 147.14 feet;
Thence North 65°23'33" East, a distance of 92.17 feet;
Thence North 00°17'27" West, a distance of 461.93 feet
Thence North 70°41 '29" East, a distance of 762.90 feet to the Northwest corner of Block Two (2) of said Parklawn Addition;
Thence continuing North 70°41 '29" East along the Northerly line of said Block Two (2), a distance of 25.00 feet;
Thence North 82°09'32" East along the Northerly line of said Block Two (2), a distance of 299.24 feet;
Thence South 77°33'51" East along the Northerly line of said Block Two (2), a distance of 163.93 feet to the Northeast corner of said Block Two (2);
Thence South 12°26'09" West along the Easterly line of said Block Two (2), a distance of 80.02 feet to a point of curvature;
Thence Southerly along the Easterly line of said Block Two (2) on a curve to the right having a radius of 675.00 feet, whose chord bears South 27°22'05" West and whose chord distance is 347.86 feet, an arc distance of 351.83 feet to a point of compound curvature;
Thence continuing Southerly along the Easterly line of said Block Two (2) on a curve to the right having a radius of 906.26 feet, whose chord bears South 44°46' 13" West and whose chord distance is 78.14 feet, an arc distance of 78.16 feet to the most Southerly corner of said Block Two (2);
Thence South 47°42' East, a distance of 28.37 feet to the centerline of Parklawn Drive as shown by the recorded plat of said Parklawn Addition;
Thence South 42°18' West along the centerline of Parklawn Drive, a distance of 320.58 feet to a point of curvature;
Thence Southerly along the centerline of Parklawn Drive on a curve to the left having a radius of 653.29 feet, whose chord bears South 27°17'01" West and whose chord distance is 338.53 feet, an arc distance of 342.44 feet;
Thence North 77°44' West, a distance of 50.00 feet to the Northeast corner of said Lot Six (6), Block One (1), Parklawn Addition, said point also being on the West right-of-way line of Parklawn Drive;
Thence Southerly along the East line of said Lot Six (6), Block One (1) and the West right-of-way line of Parklawn Drive on a curve to the left having a radius of 703.29 feet, whose chord bears South 7°32' 11" West and whose chord distance is 116. 87 feet, an arc distance of 117.00 feet (Platted as 116.78 feet) to the point or place of beginning.

EXHIBIT A (continued)
(to Memorandum of Lease)

Tract 2:

A tract of land in the Southeast Quarter of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, said tract more particularly described as follows: Commencing at the Southwest Corner of Lot Nine (9), Block Four (4), Ridgecrest Country Club Addition to Midwest City, Oklahoma County, Oklahoma;

Thence South 12°26'09" West along the East Right of Way Line of Parklawn Drive a distance of 80.02 feet to a Point of Curve;

Thence continuing along said East Right of Way Line of Parklawn Drive on a curve to the right having a radius of 725.00 feet for a distance of 112.691 feet to the point or place of beginning;

Thence continuing along said East Right of Way Line of Parklawn Drive on said curve to the right having a radius of 725.00 feet for a distance of 265.199 feet to a point of reverse curve;

Thence continuing along said East Right of Way Line of Parklawn Drive on a curve to the left having a radius of 906.26 feet for a distance of 95.17 feet to a point on the North Right of Way Line of National Avenue;

Thence South 47°42'00" East along said North Right of Way Line of National Avenue a distance of 326.50 feet to a point of curve;

Thence continuing along said North Right of Way Line of National Avenue on a curve to the left having a radius of 233.15 feet for a distance of 156.73 feet;

Thence North 0°13'00" West a distance of 357.61 feet to a point on the South line of a tract conveyed by Warranty Deed recorded in Book 3442 at page 256;

Thence South 89°57'00" West a distance of 77.50 feet to the Southwest corner of a tract of land conveyed by Warranty Deed recorded in Book 4703 at pages 320-322;

Thence North 8°52'22" East for a distance of 175.82 feet to a point on the South Right of Way Line of Crestlawn, said point being the Northwest corner of said tract conveyed by Warranty Deed recorded in Book 4703 at pages 320-322;

Thence North 70°38'04" West along said South Right of Way Line of Crestlawn a distance of 139.90 feet to the point or place of beginning.

EXHIBIT J

LANDLORD'S INITIAL WORK

MWC Infrastructure Items for Midwest City to Fund

| Area | Description | 2021 | 2022 | 2023 | Total Investment |
|-------------------------|---|--------------------|--------------------|--------------------|-------------------------|
| Infrastructure | Fire door repairs | \$275,000 | | | \$ 275,000.00 |
| Infrastructure | LED retrofit / conversion | \$250,000 | | | \$ 250,000.00 |
| Infrastructure | Update Life Safety drawings | \$45,000 | | | \$ 45,000.00 |
| Infrastructure | Fire & smoke damper inspections | \$30,000 | | | \$ 30,000.00 |
| Infrastructure | Rated wall inspections / repairs | \$364,000 | | | \$ 364,000.00 |
| Infrastructure | Employee Parking Lot | \$40,000 | | | \$ 40,000.00 |
| Infrastructure | Courtyard fountain infill | \$25,000 | | | \$ 25,000.00 |
| Infrastructure | Fire Pump Replacement | \$225,000 | | | \$ 225,000.00 |
| Infrastructure | roof replacement - phase 2 | \$475,000 | | | \$ 475,000.00 |
| Infrastructure | Exterior envelope - Level 1 & 2 waterproofing | \$570,000 | | | \$ 570,000.00 |
| Infrastructure | Basement clean up & crawl space repairs | \$125,000 | | | \$ 125,000.00 |
| Infrastructure | refurbish 12 air handling units | \$600,000 | | | \$ 600,000.00 |
| Infrastructure | replace 3 air handling units | | \$750,000 | | \$ 750,000.00 |
| Infrastructure | replace 4 air handling units | | \$1,000,000 | | \$ 1,000,000.00 |
| Infrastructure | Exterior envelope - Phase 2 tower | | \$795,000 | | \$ 795,000.00 |
| Infrastructure | HVAC Controls | \$333,334 | \$333,333 | \$333,334 | \$ 1,000,001.00 |
| Infrastructure | Boiler Phase 2-3 | | \$225,000 | \$225,000 | \$ 450,000.00 |
| Infrastructure | Replace three cooling towers | \$175,000 | \$350,000 | | \$ 525,000.00 |
| Infrastructure | Elevator #1 & #2 Repairs | | \$50,000 | | \$ 50,000.00 |
| Infrastructure | Elevator #4 & #6 Decommissions | | \$35,000 | | \$ 35,000.00 |
| Infrastructure | Re-insulate pipes | | \$100,000 | | \$ 100,000.00 |
| Infrastructure | Upgrade nurse call systems | | \$960,000 | | \$ 960,000.00 |
| Surg Services Strategy | Build out Endo Rooms | \$325,000 | \$655,000 | | \$ 980,000.00 |
| Strategy Infrastructure | Other service line development initiatives | \$2,308,333 | \$2,308,333 | \$2,308,333 | \$ 6,924,999.00 |
| Strategy Infrastructure | Inpatient unit upgrades | \$1,479,333 | \$793,334 | \$1,133,333 | \$ 3,406,000.00 |
| | Subtotal | | | | \$ 20,000,000.00 |
| | | | | | \$ - |
| | TOTAL | \$7,645,000 | \$8,355,000 | \$4,000,000 | \$ 20,000,000.00 |

SCHEDULE 1

PRIME LEASE DOCUMENTATION

BOOK 2967 PAGE 250
LAW OFFICES
HIRSH AND HARKIN
OKLAHOMA CITY

68329

AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT, made and entered into this *30*
day of *October* 1963, by and between the CITY OF MIDWEST CITY, a municipal
corporation (hereinafter referred to as "City") as Lessor, and The Trustees
of the Midwest City Memorial Hospital Authority (hereinafter referred to
as "Trustees,") as Lessee:

WITNESSETH:

WHEREAS, the above mentioned Authority is a public trust created
and existing as a result of a Trust Indenture entered into under the
authority of Title 60, Oklahoma Statutes 1961, Sections 176 to 180, as
amended, and of the Oklahoma Trust Act (hereinafter referred to as the
"Trust Indenture," and the hereinafter described property is to be held and
administered by the Trustees of said Midwest City Memorial Hospital
Authority, as Lessee, and said described leased property is to be held,
and the covenants, agreements, provisions and conditions hereinafter set
out are to be performed, and the rights and privileges of the Trust may
be exercised by the said individuals as such Trustees for the use and
benefit of the City; and,

WHEREAS, at a Special Election held in the City of Midwest City
on the 28th day of November, 1961, in accordance with the Statutes of the
State of Oklahoma and the City Charter, the qualified electors of said City
duly approved the proposition to lease the Hospital to the Midwest City
Memorial Hospital Authority for a term of twenty-five (25) years, with an
option to renew same for an additional period of twenty-five (25) years; and

WHEREAS, the parties hereto have, heretofore entered into a
Lease Agreement under date of February 20, 1962 and now desire to sup-
plant and supersede said Lease Agreement by this Amended Lease Agreement
in order to more fully effect the public purposes hereof;

ARTICLE I.

Intent of Lease Agreement

The City has previously issued and sold general obligation bonds
and arranged for federal assistance in the construction of a hospital to

serve the needs of its residents. The City has great need of a lease upon the hospital to assure its efficient and economical operation and avoid the possibility of any operating deficit becoming a burden upon the City's budget for the furnishing of municipal services. The City has no available funds to acquire the initial inventory of operating supplies which the hospital will require. The Trustees of Midwest City Memorial Hospital Authority will issue bonds to provide funds for such purposes. Such bonds will be paid from the charges imposed for hospital facilities and services. The City and the Trustees have heretofore entered into a Lease Agreement dated February 20, 1963, which said Lease Agreement and each and every of the terms and provisions thereof hereby are supplanted and superseded by this Amended Lease Agreement.

ARTICLE II

Property Leased

The City, for and in consideration of the covenants, agreements, provisions and conditions hereinafter set out on the part of the Trustees to be kept, observed and performed, does by these presents demise, lease and let unto the Trustees the following described property, real or personal, or both, owned by or under the control of the City, as follows:

- (1) The Midwest City Hospital now under construction in Oklahoma County, State of Oklahoma.
- (2) All interest of the City in and to proceeds, fees, charges, revenues, income, rents, receipts, issues and benefits from the use of said hospital.
- (3) All property, real, personal or mixed, together with all rights and privileges, appertaining or related thereto which hereafter may be acquired by or in the name of the City for use in connection with the hospital; it being the intention of this paragraph that any of the foregoing, including income therefrom, immediately upon its acquisition shall be a part of the property demised and leased hereunder.

The real and personal property described in paragraphs (1), (2) and (3) above, together with all properties and assets constructed or acquired by the Trustees pursuant to the provisions of this Amended Lease Agreement are sometimes hereinafter referred to collectively as the "Trust Estate."

ARTICLE III

Term and Purpose of Lease

TO HAVE AND TO HOLD THE SAME TO THE TRUSTEES for a term of twenty-five(25) years from the 20th day of February, 1962. The Trustees shall have the option and privilege of renewing this lease for an additional period of twenty-five (25) years upon the expiration of the initial 25-year period by giving the City notice during the final annual period of the lease term of election to renew this lease for the additional term. This lease shall automatically be renewed for the additional 25-year term in the event all indebtedness incurred pursuant to any Bond Indenture for which the leasehold and/or the revenues of the leased property is pledged as security has not been paid. The leased property is demised to the Trustees for the purpose of enabling the Trustees to assist the City in the execution and performance of the public functions of the city in respect of furnishing and providing adequate hospital facilities at all times during the term of this Lease.. This Lease shall not terminate by the failure of any additional consideration on the part of the Trustees or by the breach of any covenant or condition herein required to be performed by the Trustees unless such failure or breach shall continue for a period of ninety (90) days after demand in writing for the performance thereof or complained therewith has been served upon the Trustees by the City and upon the trustee or trustees for the holder or holders of any indebtedness of the Trustees. Service of said demand shall be effected by mailing the same to the intended recipient by Certified United States mail.

ARTICLE IV

Rent

The Trustees do hereby covenant and agree to pay as annual rental, in advance, during the term of this lease, the sum of One and no/100 Dollars (\$1.00) per year, payable in advance; and the receipt of all of the annual rental installments for the initial term and the extension thereof for an additional twenty-five year term is hereby acknowledged by the City. In addition to the foregoing annual rental, and as a further consideration for this Lease, but not as a rental, the Trustees shall perform the covenants and agreements hereinafter set out.

ARTICLE V

Covenants of Trustees

SECTION 1. The Trustees hereby covenant and agree with the City as follows:

- (1) That they will operate and maintain, or cause to be operated and maintained, the Trust Estate in a good and efficient manner.
- (2) That they will comply with all valid acts, rules, regulations and directions of any legislative, executive or administrative body or officers having jurisdiction applicable to any or all said property, including the operation and maintenance thereof.
- (3) That before the construction of any addition to or improvement of the leased property, they will, on behalf of the Trustees and the City, contract the services of an Engineer, Architect-engineering firm or Architect-Engineer (who, in either case, shall be a Registered Professional Engineer, Architect-engineer or Architect-engineering firm) to prepare such preliminary and final detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees in connection with the acquisition and construction of any such improvement of or addition to the properties of the Trust Estate.
- (4) That they will prepare and file with the City Clerk not later than May 1, of each year, a report setting forth all pertinent facts relating to the operation of the Trust Estate during the preceding fiscal year, outlining suggested repairs, renewals, replacements, improvements and extensions on the Trust Estate and as to the amount to be expended during the subsequent fiscal year for proper, efficient and economical operation and maintenance, and setting out the estimated income for the subsequent fiscal year.
- (5) That they will do all things necessary and proper to perform the purposes of the Trust within the scope of the powers and duties set forth in the Trust Indenture and within the scope of the Bond Indenture securing the payment of the bonds issued by the Trustees, including the payment of principal, interest and the accumulation of reserve requirements for said bonds as provided in the Bond Indenture.

- (6) That they will not mortgage or permit to be mortgaged or pledged, the title of the City to any part of the Trust Estate or any property substituted therefor, or in any manner permit any part of the Trust Estate except the leasehold, the proceeds, fees, charges, revenues, income, rents, receipts, issues and/or benefits from the use of the leasehold to be charged with the payment of any obligation of Trustees.
- (7) That they will not allow any part of the leasehold to be subjected to any mechanics' or materialmen's liens.
- (8) That they will pay to City periodically, as requested by the City, all of the surplus revenues of the Trust derived from the operation of the leased property. Their term "surplus revenues" shall mean all revenues of the Trust Estate remaining after (1) paying or making provision for the payment of all costs of operating and maintaining the Trust Estate and making necessary improvements and extensions, and renewals and replacements thereto, and (2) paying or making provision for payment of all periodical sums required to be paid upon any indebtedness incurred by the Trustees in performance of their Trust duties and (3) paying or making provisions for payment of any sums expended incident to such indebtedness.
- (9) That they will fix uniform and non-discriminatory charges and rates for the services supplied by and the use of the facilities of the leased property, which charges and rates shall at all times be at least adequate to provide revenues sufficient in amount to assure that there will be enough revenues to meet obligations of the Trustees under this Article V.
- (10) That they will require each and every patient of the hospital to pay the charges and rates in accordance with those fixed by the Trustees.
- (11) That they will keep proper books of account in which complete and correct entries shall be made of all transactions relating to their duties, and the allocation and application of the revenues received pursuant to this Amended Lease Agreement.
- (12) That they will not assign this lease or any part thereof, provided, however, that the execution of a management contract,

any change of trustees of the Trust, or the taking of possession or control of leased properties for operation thereof in accordance with the provisions of any bond indenture securing the payment of bonds issued by the Trustees, shall not be considered as an assignment prohibited by the provisions hereof.

ARTICLE VI

Indebtedness of Trustees

SECTION 1. The parties hereto hereby agree that all facilities of and extensions and improvements to the leased property, the cost of which is paid for from proceeds of indebtedness incurred by the Trustees shall be deemed to be personal property, and title thereof shall remain vested in the Trustees until such indebtedness of the Trustees has been paid in full. When all of such indebtedness shall have been paid, title of the Trustees in and to all property of the Trust Estate forthwith shall become vested in the City without necessity of any formal conveyance, but on request of the City the Trustees agree to execute any and all instruments necessary to vest title of the said property in the City.

ARTICLE VII

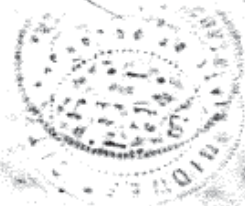
THIS AGREEMENT shall be binding on the successors and assigns of the parties hereto.

THE CITY OF MIDWEST CITY

BY [Signature]
Mayor

ATTEST : (Seal)

[Signature]
City Clerk



LAW OFFICES
HIRSH AND HARKIN
OKLAHOMA CITY

THE TRUSTEES OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY

By *Marion C. Reed*
Chairman of Trustees

ATTEST: (Seal)

Walter Baker
Secretary of Trustees



STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of October, 1963, personally appeared Marion C. Reed, to me known to be the Mayor of the City of Midwest City, a municipal corporation, who executed the within and foregoing instrument on behalf of said City and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such municipal corporation for the uses and benefits set forth herein.

Given under my hand and seal the day and year last above written.

Bette Hail
(Notary Public)

My Commission Expires:

My Commission Expires Mar. 23, 1968



BOOK 5247 PG 971

DOC NUMBER 00138549
TIME 11:24 AM

FEE 9.00

DATE NOV. 7 1984

JERRY DEHOODY
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

AMENDMENT TO LEASE

THIS INDENTURE dated this 12th day of June, 1984, by and between the City of Midwest City, State of Oklahoma, a municipal corporation (hereinafter called "City") and the Trustees of the Midwest City Memorial Hospital Authority, a public trust (hereinafter called "Trustees"),

WITNESSETH:

WHEREAS, on October 9, 1962, the City and the Trustees entered into a certain instrument denominated "Amended Lease Agreement" (herein called the "Lease") which was recorded in the office of the County Clerk of Oklahoma County, Oklahoma, in Book 2967 at pages 250 and following, which said Lease demised certain hospital properties to the Trustees; and

WHEREAS, the Trustees have under consideration a program to improve the properties described in the Lease to be financed by the proceeds of indebtedness secured by the leasehold interest of the Trustees in said property and the parties have determined to amend the Lease to make the terms of such indebtedness more advantageous to the Trustees as borrowers; and

WHEREAS, it is to the mutual advantage of the City and the Trustees that the Lease be amended as is provided by this instrument;

IT IS AGREED:

SECTION 1. The Lease is hereby amended by deleting therefrom paragraph numbered (8) of Section 1 of Article V thereof and by changing Article III thereof to read as follows:

"ARTICLE III

"Term, Renewal and Purposes of Lease

"TO HAVE AND TO HOLD THE SAME TO THE Trustees for and during the term of Fifty (50) years, commencing at 12:01 O'Clock A. M., on the 1st day of January, 1984, and extending to and including the 31st day of December, 2034,

Paul Johanning
Attorney at Law
3134 N.W. 23rd Street
Oklahoma City, Oklahoma 73107

g²⁰

and so long thereafter as any indebtedness incurred by the Trustees secured by the Trust Estate or the revenues of any of the Trust Estate property (or any part thereof) shall remain unpaid, unless such term be terminated sooner, as hereinafter provided.

"The Trustees shall have the option and privilege of renewing this Lease for an additional period of fifty (50) years upon the expiration of the initial 50 year period by giving the City notice during the final annual period of the lease term of election to renew this Lease for the additional term. This Lease shall automatically be renewed for the additional 50-year term in the event all indebtedness incurred by the Trustees for which the leasehold and/or the revenues of the Trust Estate or any part thereof is pledged as security has not been paid. The Trust Estate is demised to the Trustees for the purpose of enabling the Trustees to assist the City in the execution and performance of the public functions of the City in respect of furnishing and providing adequate hospital facilities at all times during the term of this Lease. This Lease shall not terminate by the failure of any additional consideration on the part of the Trustees or by the breach of any covenant or condition herein required to be performed by the Trustees unless such failure or breach shall continue for a period of ninety (90) days after demand in writing for the performance thereof or compliance therewith has been served upon the Trustees by the City and upon the holder or holders or trustee or trustees for the holder or holders of any indebtedness of the Trustees. Service of said demand shall be effected by mailing the same to the intended recipient by Certified United States mail.

SECTION 2. The real property comprising the Trust Estate is the following described real property and estate situate in Oklahoma County, State of Oklahoma, to wit:

A part of the SE/4 of Section 34, Township 12 North, Range 2 West of the Indian Meridian more particularly described as: Starting at the Southeast corner of Ridgcrest Country Estates Addition, a subdivision of a part of said Section; thence East along the South line of said Section 290.00 feet; thence North 534.00 feet; thence to the Northeast on a curve having a radius of 653.29 feet a distance of 139.87 feet to the place of beginning; thence North 77°44' West 609.22 feet to the Easterly line of said Ridgcrest Country Estates Addition; thence North 45° 00' West 147.14 feet; thence North 65° 23' 33" East 92.17 feet;

thence North 00° 17' 27" West 461.93 feet; thence North 70°41' 29" East 762.90 feet; thence South 19° 18' 31" East 144.43 feet; thence to the Southeast on a curve having a radius of 680.01 feet a distance of 336.96 feet; thence Southeast 47° 42' East 50.00 feet; thence South 42°18' West 320.58 feet; thence to the Southwest on a curve having a radius of 653.29 feet a distance of 342.44 feet to the place of beginning, Containing 15.00 Acres.

SECTION 3. The invalidity or ineffectiveness of any portion of this instrument shall not affect the remaining portions hereof or any portion of the Lease amended hereby nor shall the invalidity or ineffectiveness of this entire instrument affect the said Lease or any portion thereof. Any such invalid or ineffective portion was inserted conditionally upon its being valid and effect only and this instrument shall be construed as though any such invalid or ineffective portion had not been inserted herein.

In witness whereof the Lessor and Lessee have hereinto set their hands executing this instrument and several multiple originals all which constitute one and the same instrument on the day and year first above set forth.

CITY OF MIDWEST CITY

By *Rene Herberich*
Mayor



ATTEST: (Seal)

[Signature]
City Clerk

THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

By *Rene Herberich*
Chairman of Trustees



ATTEST: (Seal)

[Signature]
Secretary of Trustees

BOOK 5247 PG 974

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

The foregoing instrument was acknowledged before me this 12th day of June, 1984, by Dave Herbert, Chairman of Trustees, of the Midwest City Memorial Hospital Authority, a public trust, on behalf of said public trust.

CA Bidener
Notary Public

(Seal)

My Commission Expires:
4-6-85

BOOK 5247 PG 975

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 12th day of June, 1984, by Dave Herbert, Mayor of the City of Midwest City, a municipal corporation on behalf of said municipal corporation.

 CA Ridener
Notary Public

(Seal)
My Commission Expires:
 4-6-85

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into this 23rd day of April, 1996, by and between the CITY OF MIDWEST CITY, a municipal corporation (hereinafter referred to as "City") as Lessor, and THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, by and through its TRUSTEES (hereinafter referred to as "Trustees") as Lessee:

WITNESSETH:

WHEREAS, on October 8, 1963, the City and the Trustees entered into a certain instrument denominated "Amended Lease Agreement," which was recorded in the office of the County Clerk of Oklahoma County, Oklahoma, in Book 2967, at pages 250 and following, which said Amended Lease Agreement demised certain hospital properties (the "Trust Estate") to the Trustees; and

WHEREAS, on June 12th, 1984, the City and the Trustees entered into an instrument denominated "Amendment to Lease" which was recorded in the Office of the County Clerk of Oklahoma County, Oklahoma, in Book 5247, at pages 971 and following, which modified certain portions of the Amended Lease Agreement (the aforescribed Amended Lease Agreement, and Amendment to Lease, hereinafter referred to collectively as "the Lease"), and

WHEREAS, the City and the Trustees now have under consideration a program to lease some or all of the Trust Estate of the Authority, and

WHEREAS, it is to the mutual advantage of the City, the Authority and the Trustees to amend the Lease to authorize the Trustees to lease or to sublease some or all of the Trust Estate conveyed by the Lease from the City to the Trustees, as provided by this instrument,

NOW THEREFORE, IT IS AGREED:

SECTION 1: The Lease is hereby amended as follows:

(1) By changing Article V, Section 1, as follows:

"SECTION 1: The Trustees hereby covenant and agree with the City as follows:

- *(1) [Unchanged.]
- *(2) [Unchanged.]

*(3) That before the construction of any addition to or improvement of the Trust Estate, they will, on behalf of the Authority and the City, contract for the services of an engineer, architect, or architect-engineering firm, who shall be licensed by the appropriate

After recording, return to:
Tommy Melton, City Clerk
City of Midwest City
PO Box 10570
Midwest City, Oklahoma 73140

DOC NUMBER 96072347
BOOK 6899
PAGES 2196 - 2204
TIME 11:13:21
FEE 24.00
05/29/1996
Jack B. Graham - Acting
Oklahoma County Clerk
RECORDED AND FILED

regulatory board of the State of Oklahoma as required by law, to prepare such preliminary and final detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees in connection with the acquisition and construction of any such improvement of or addition to the properties of the Trust Estate.

"That in the event the Trustees lease or sub-lease all or any part of the Trust Estate to a third party, as authorized in this document, any such lessee or sub-lessee shall be required by the lease or sub-lease to obtain the approval of the Trustees in connection with the acquisition or construction of any material change in, improvement of, or addition to the properties of the Trust Estate as defined by the Trustees. Before any such acquisition, construction, material change, improvement or addition occurs, the lease or sub-lease shall further require the lessee or sub-lessee to contract for the services of an engineer, architect, or architect-engineering firm, who shall be licensed by the appropriate regulatory board of the State of Oklahoma, and who shall prepare such preliminary and final detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees.

"(4) [Unchanged.]

"(5) [Unchanged.]

"(6) [Unchanged.]

"(7) [Unchanged.]

"(8) [Unchanged.]

"(9) [Unchanged.]

"(10) [Unchanged.]

"(11) [Unchanged.]

"(12) That Trustees will not assign the Lease or any part of the Trust Estate, whether by lease, sub-lease, or otherwise, without the prior consent of the City; provided, however, that the execution of a management contract, any change of the trustees of the Trust, or the taking of possession or control of the leased properties for operation thereof in accordance with the provisions of any bond indenture securing the payment of bonds issued by the Trustees, shall not be considered as an assignment prohibited by the provisions hereof.

"The invalidity or ineffectiveness of any portion of this instrument shall not affect the remaining portions hereof or any portion of the Lease amended hereby nor shall the invalidity or ineffectiveness of this entire instrument affect the said Lease or any portion thereof. Any such invalid or ineffective portion was inserted conditionally upon its being valid and effective and this instrument shall be construed as though any such invalid or ineffective portion had not been inserted herein.

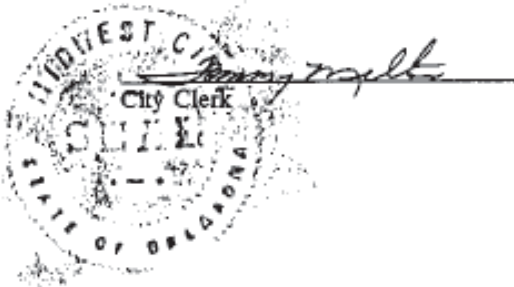
"THIS AGREEMENT shall be binding on the successors and assigns of the parties hereto."

In witness whereof the Lessor and Lessee have hereunto set their hands executing this instrument and several multiple originals all which constitute one and the same instrument on the day and year first above set forth.

CITY OF MIDWEST CITY

By: *Eddie Reed*
Mayor

ATTEST: (Seal)



THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

By: *Eddie Reed*
Chairman of Trustees

ATTEST: (Seal)

Jerry [Signature]
Secretary of Trustees

STATE OF OKLAHOMA)
) ss.
OKLAHOMA COUNTY)

The foregoing instrument was acknowledged before me this 25th day of April, 1996, by Eddle O. Reed, Chairman of Trustees of the Midwest City Memorial Hospital Authority, a public trust, on behalf of said public trust.

Lori A. Moore

Notary Public



STATE OF OKLAHOMA)
) ss.
OKLAHOMA COUNTY)

BOOK 6599 PAGE 2200

The foregoing instrument was acknowledged before me this 25th day of April, 1996, by Eddie O. Reed, Mayor the City of Midwest City, a municipal corporation, on behalf of said municipal corporation.

Lon J. Moore
Notary Public


My Commission Expires:
8-28-99

Index against legal descriptions on attached Exhibit "A".

EXHIBIT "A"

Tract 1:

All of Lot Six (6) in Block One (1) and all of Block Two (2) in Parklawn Addition, an addition to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof, and a part of the Southeast Quarter (SE/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, all being more particularly described as follows:

Beginning at the Southeast Corner of said Lot Six (6);

Thence North 89°59'58" West (Platted as North 87°14'49" West, 240.97 feet), along the South line of said Lot Six (6), a distance of 240.81 feet to the most Southerly Southwest Corner of said Lot Six (6);

Thence North 45°00' West, along a Westerly line of said Lot Six (6), a distance of 84.01 feet;

Thence West, along a Southerly line of said Lot Six (6), a distance of 55.94 feet to the East line of Ridgecrest Country Estates Addition, an addition to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof;

Thence North 45°00' West, along a Westerly line of said Lot Six (6) and the East line of said Ridgecrest Country Estates Addition, a distance of 247.56 feet to the Northwest Corner of said Lot Six (6);

Thence continuing North 45°00' West along the East line of said Ridgecrest Country Estates Addition, a distance of 147.14 feet;

Thence North 65°23'33" East, a distance of 92.17 feet;

Thence North 00°17'27" West, a distance of 461.93 feet;

Thence North 70°41'29" East, a distance of 762.90 feet to the Northwest corner of Block Two (2) of said Parklawn Addition;

Thence continuing North 70°41'29" East along the Northerly line of said Block Two (2), a distance of 25.00 feet;

Thence North 82°09'32" East along the Northerly line of said Block Two (2), a distance of 299.24 feet;

Thence South 77°33'51" East along the Northerly line of said Block Two (2), a distance of 163.93 feet to the Northeast corner of said Block Two (2);

EXHIBIT "A" CONTINUED

Thence South 12°26'09" West along the Easterly line of said Block Two (2), a distance of 80.02 feet to a point of curvature;

Thence Southerly along the Easterly line of said Block Two (2) on a curve to the right having a radius of 675.00 feet, whose chord bears South 27°22'05" West and whose chord distance is 347.86 feet, an arc distance of 351.83 feet to a point of compound curvature;

Thence continuing Southerly along the Easterly line of said Block Two (2) on a curve to the right having a radius of 906.26 feet, whose chord bears South 44°46'13" West and whose chord distance is 78.14 feet, an arc distance of 78.16 feet to the most Southerly corner of said Block Two (2);

Thence South 47°42' East, a distance of 28.37 feet to the centerline of Parklawn Drive as shown by the recorded plat of said Parklawn Addition;

Thence South 42°18' West along the centerline of Parklawn Drive, a distance of 320.58 feet to a point of curvature;

Thence Southerly along the centerline of Parklawn Drive on a curve to the left having a radius of 653.29 feet and whose chord bears South 27°17'01" West and whose chord distance is 338.53 feet, an arc distance of 342.44 feet;

Thence North 77°44' West, a distance of 50.00 feet to the Northeast corner of said Lot Six (6), Block One (1), Parklawn Addition, said point also being on the West right-of-way line of Parklawn Drive;

Thence Southerly along the East line of said Lot Six (6), Block One (1) and the West right-of-way line of Parklawn Drive on a curve to the left having a radius of 703.29 feet, whose chord bears South 7°32'11" West and whose chord distance is 110.87 feet, an arc distance of 117.00 feet (Platted as 116.78 feet) to the point or place of beginning.

Tract 2:

A tract of land in the Southeast Quarter of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, said tract more particularly described as follows:

Commencing at the Southwest Corner of Lot Nine (9), Block Four (4), Ridgecrest Country Club Addition to Midwest City, Oklahoma County, Oklahoma;

Thence South 12°26'09" West along the East Right of Way Line of Parklawn Drive a distance of 80.02 feet to a Point of Curve;

EXHIBIT 'A' CONTINUED

Thence continuing along said East Right of Way Line of Parklawn Drive on a curve to the right having a radius of 725.00 feet for a distance of 112.691 feet to the point or place of beginning;

Thence continuing along said East Right of Way Line of Parklawn Drive on said curve to the right having a radius of 725.00 feet for a distance of 265.199 feet to a point of reverse curve;

Thence continuing along said East Right of Way Line of Parklawn Drive on a curve to the left having a radius of 906.26 feet for a distance of 95.17 feet to a point on the North Right of Way Line of National Avenue;

Thence South 47°42'00" East along said North Right of Way Line of National Avenue a distance of 326.50 feet to a point of curve;

Thence continuing along said North Right of Way Line of National Avenue on a curve to the left having a radius of 233.15 feet for a distance of 156.73 feet;

Thence North 0°13'00" West a distance of 357.61 feet to a point on the South line of a tract conveyed by Warranty Deed recorded in Book 3442 at page 256;

Thence South 89°57'00" West a distance of 77.50 feet to the Southwest corner of a tract of land conveyed by Warranty Deed recorded in Book 4703 at pages 320-322;

Thence North 8°52'22" East for a distance of 175.82 feet to a point on the South Right of Way Line of Crestlawn, said point being the Northwest corner of said tract conveyed by Warranty Deed recorded in Book 4703 at pages 320-322;

Thence North 70°38'04" West along said South Right of Way Line of Crestlawn a distance of 139.90 feet to the point or place of beginning.

Tract 3:

A part of the Southwest Quarter of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW/4);

Thence North a distance of 1,323.94 feet;

Thence South 89°52'53" East a distance of 50.00 feet to the point of beginning;

Thence continuing South 89°52'53" East a distance of 303.72 feet;

Thence South a distance of 178.00 feet;

Thence South 24°15'00" West a distance of 70.72 feet;

Thence West a distance of 89.85 feet;

Thence Westerly along a curve to the right with a radius of 22.00 feet a distance of 18.24 feet;

Thence Westerly along a curve to the left with a radius of 52.00 feet a distance of 43.10 feet;

Thence West a distance of 105.28 feet;

Thence North 45°00'00" West a distance of 35.36 feet;

Thence North a distance of 194.11 feet to the point or place of beginning.

After recording return to:
Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110-4327

②

Return to Betty J. Cummins c/o 126 2306-OK11
First American Title
501 N. Walker, Suite 170, OKC 73102

Doc # 2009046203
Bk 11063
Pg 1811-1815
DATE 04/10/09 14:53:27
Filing Fee \$21.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "Agreement") is made and entered into this 24th day of March, 2009, by and between the City of Midwest City, a municipal corporation (the "City"), as Lessor, and the Midwest City Memorial Hospital Authority, a public trust (the "Authority"), as Lessee.

WITNESSETH:

WHEREAS, on October 8, 1963, the City and the Authority entered into an Amended Lease Agreement, which was recorded in the Office of the County Clerk of Oklahoma County, Oklahoma, in Book 2967, at pages 250 and following; which demised certain property to the Authority (the "Hospital Property"), and which supplanted and superseded the Lease Agreement, and its every term and provision, entered into on February 20, 1963, between the City and the Authority; and

WHEREAS, on June 12, 1984, the City and the Authority entered into an Amendment to Lease, which was recorded in the Office of the County Clerk of Oklahoma County, Oklahoma, in Book 5247, at pages 971 and following, which modified certain portions of the Amended Lease Agreement; and

WHEREAS, on April 23, 1996, the City and the Authority entered into an Amendment to Lease Agreement, which was recorded in the Office of the County Clerk of Oklahoma County, Oklahoma, in Book 6899, at pages 2196 and following, which modified certain other portions of the Amended Lease Agreement; and

WHEREAS, it is to the mutual advantage and benefit of the City and the Authority to further amend the Amended Lease Agreement to amend and extend its term;

NOW, THEREFORE, it is agreed that Article III of the Amended Lease Agreement dated October 8, 1963, as amended in Section 1 of the Amendment to Lease dated June 12, 1984, is hereby further amended to read as follows:

"TO HAVE AND TO HOLD THE SAME TO THE Trustees for and during the term of seventy (70) years, commencing at 12:01 o'clock a.m., on the 1st day of January, 1984, and extending to and including the 31st day of December, 2054, and so long thereafter as any indebtedness incurred by the Trustees secured by the Trust Estate or the revenues of any of the Trust Estate (or any part thereof) shall remain unpaid, unless such term be terminated sooner, as hereinafter provided.

5/21


"The Trustees shall have the option and privilege of renewing this Lease for an additional period of fifty (50) years upon the expiration of the initial 70-year period by giving the City notice during the final annual period of the lease term of election to renew this Lease for the additional term. This Lease shall automatically be renewed for the additional 50-year term in the event all indebtedness incurred by the Trustees for which the leasehold and/or the revenues of the Trust Estate or any part thereof is pledged as security has not been paid. The Trust Estate is demised to the Trustees for the purpose of enabling the Trustees to assist the City in the execution and performance of the public functions of the City in respect of furnishing and providing adequate hospital facilities at all times during the term of this Lease. This Lease shall not terminate by the failure of any additional consideration on the part of the Trustees or by the breach of any covenant or condition herein required to be performed by the Trustees unless such failure or breach shall continue for a period of ninety (90) days after demand in writing for the performance thereof or compliance therewith has been served upon the Trustees by the City and upon the holder or holders or trustee or trustees for the holder or holders of any indebtedness of the Trustees. Service of said demand shall be effected by mailing the same to the intended recipient by certified United States mail."

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals the day and year first above written.

CITY OF MIDWEST CITY, a municipal corporation
By: Russell Smith
Russell Smith, Mayor

ATTEST:
Rhonda Atkins
Rhonda Atkins, City Clerk

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, a public trust
By: Russell Smith
Russell Smith, Chairman


ATTEST:
Rhonda Atkins
Rhonda Atkins, Secretary

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss.

The foregoing instrument was acknowledged before me this 24th day of March, 2009, by Russell Smith, mayor of the City of Midwest City, a municipal corporation, on behalf of the municipal corporation.



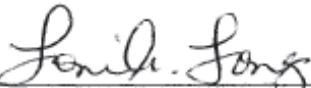
Notary Public

My commission expires:
8-28-2011



STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss.

The foregoing instrument was acknowledged before me this 24th day of March, 2009, by Russell Smith, chairman of the Midwest City Memorial Hospital Authority, a public trust, on behalf of the public trust.

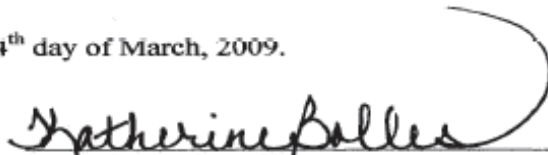


Notary Public

My commission expires:
8-28-2011



APPROVED as to form and legality this 24th day of March, 2009.



Katherine Bolles, City Attorney

Exhibit "A"

All of Lot Six (6), in Block One (1) and all of Block Two (2), in PARKLAWN ADDITION, an addition to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof, and a part of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, all being more particularly described as follows:

Beginning at the Southeast corner of said Lot Six (6);

Thence North $89^{\circ}59'58''$ West (Platted as North $87^{\circ}14'49''$ West, 240.97 feet), along the South line of said Lot Six (6), a distance of 240.81 feet to the most Southerly Southwest corner of said Lot Six (6);

Thence North $45^{\circ}00'$ West, along a Westerly line of said Lot Six (6), a distance of 84.01 feet;

Thence West, along a Southerly line of said Lot Six (6), a distance of 55.94 feet to the East line of Ridgecrest Country Estates Addition, an addition to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof;

Thence North $45^{\circ}00'$ West, along a Westerly line of said Lot Six (6) and the East line of said Ridgecrest Country Estates Addition, a distance of 247.56 feet to the Northwest corner of said Lot Six (6);

Thence continuing North $45^{\circ}00'$ West along the East line of said Ridgecrest Country Estates Addition, a distance of 147.14 feet;

Thence North $65^{\circ}23'33''$ East, a distance of 92.17 feet;

Thence North $00^{\circ}17'27''$ West, a distance of 461.93 feet;

Thence North $70^{\circ}41'29''$ East, a distance of 762.90 feet to the Northwest corner of Block Two (2) of said Parklawn Addition;

Thence continuing North $70^{\circ}41'29''$ East along the Northerly line of said Block Two (2), a distance of 25.00 feet;

Thence North $82^{\circ}09'32''$ East along the Northerly line of said Block Two (2), a distance of 299.24 feet;

Thence South $77^{\circ}33'51''$ East along the Northerly line of said Block Two (2), a distance of 163.93 feet to the Northeast corner of said Block Two (2);

Exhibit "A" Continued

Thence South $12^{\circ}26'09''$ West along the Easterly line of said Block Two (2), a distance of 80.02 feet to a point of curvature;

Thence Southerly along the Easterly line of said Block Two (2) on a curve to the right having a radius of 675.00 feet, whose chord bears South $27^{\circ}22'05''$ West and whose chord distance is 347.86 feet, an arc distance of 351.83 feet to a point of compound curvature;

Thence continuing Southerly along the Easterly line of said Block Two (2) on a curve to the right having a radius of 906.26 feet, whose chord bears South $44^{\circ}46'13''$ West and whose chord distance is 78.14 feet, an arc distance of 78.16 feet to the most Southerly corner of said Block Two (2);

Thence South $47^{\circ}42'$ East, a distance of 28.37 feet to the centerline of Parklawn Drive as shown by the recorded plat of said Parklawn Addition;

Thence South $42^{\circ}18'$ West along the centerline of Parklawn Drive, a distance of 320.58 feet to a point of curvature;

Thence Southerly along the centerline of Parklawn Drive on a curve to the left having a radius of 653.29 feet, whose chord bears South $27^{\circ}17'01''$ West and whose chord distance is 338.53 feet, an arc distance of 342.44 feet;

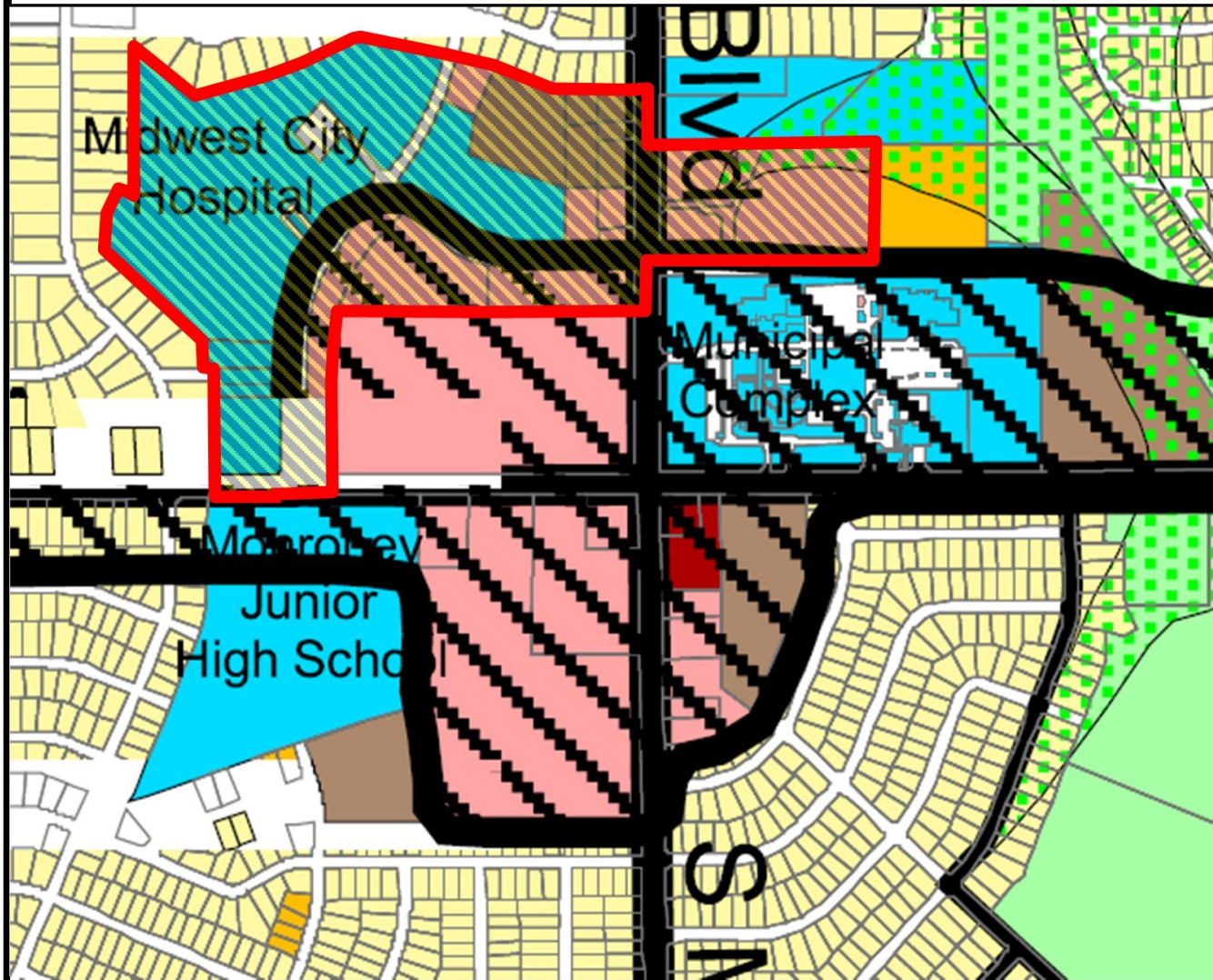
Thence North $77^{\circ}44'$ West, a distance of 50.00 feet to the Northeast corner of said Lot Six (6), Block One (1), Parklawn Addition, said point also being on the West right-of-way line of Parklawn Drive;

Thence Southerly along the East line of said Lot Six (6), Block One (1) and the West right-of-way line of Parklawn Drive on a curve to the left having a radius of 703.29 feet, whose chord bears South $7^{\circ}32'11''$ West (record) South $7^{\circ}30'04''$ West (measured) and whose chord distance of 116.87 feet, an arc distance of 117.00 feet (Platted as 116.78 feet) to the point or place of beginning.

SCHEDULE 2

[Attach Map of Medical District]

PROPOSED BOUNDARIES OF MEDICAL DISTRICT REVITALIZATION PLAN

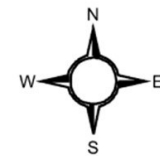


- SFD - Single-Family Detached Residential
- MDR - Medium Density Residential
- HDR - High Density Residential
- MH - Manufactured Home
- TC - Town Center
- POS - Parks/Open Space
- PSP - Public/Semi-Public
- OR - Office/Retail
- COM - Commercial
- IND - Industrial
- Special Planning Areas
- APZ - Accident Potential Zone
- Floodplain
- City Limits

Plate 4-1 Future Land Use Plan



Midwest City, Oklahoma



2000 0 2000 4000 Feet



Date: July 8, 2008

SCHEDULE 3

Disclosures

CMS Willowbrook's Facility Condition Report dated November 30, 2018

**EXECUTIVE SUMMARY OF
HOSPITAL SUBLEASE AND LEASE AGREEMENT**

- Parties:** Midwest City Memorial Hospital Authority (“Authority”)
SSM Health Care Oklahoma, Inc. (“SSM”)
- Premises:** Midwest Regional Medical Center, being an eight-story building containing approximately 425,000 square feet (the “Hospital”), including the land described on Exhibit A attached to the Lease and all improvements thereon (collectively, the “Subleased Premises”), and the land described on Exhibit B attached to the Lease and all improvements thereon (collectively, the “Leased Premises” and, together with the Subleased Premises, the “Premises”), all located in Midwest City, Oklahoma.
- Project:** Operation of the Hospital and the redevelopment of the area immediately surrounding the Hospital (the “Medical District”)
- Prime Lease:** Amended Lease Agreement between the City of Midwest City (“City”) and Authority
- Term:** Commencing on the Commencement Date and expiring on the last day of the 180th full calendar month after the Commencement Date, with three (3) Extension Options to extend the Term five (5) years each. SSM shall provide at least one (1) year’s advance written notice for each Extension Option, otherwise SSM will cease to have any right to extend the Term.
- Early Termination Option:** At any time after the fifth anniversary of the Commencement Date, SSM may exercise its option to terminate the Lease upon the occurrence of a Triggering Event by providing notice to Authority at least one (1) year prior to the date of early termination. “Triggering Event” means any of the following: (a) an annual operating loss of \$5,000,000 or more from Hospital operations for any three of five consecutive calendar years (excluding the first calendar year of operations) during the Term; (b) permanent closure of the Tinker Air Force Base, or (c) a material uncured breach by Authority and/or City under the Lease. In addition, within 30 days after SSM’s certification to Authority that SSM has completed its \$30,000,000 Initial Investment in the Hospital, SSM will have a one-time right to terminate the Lease if it determines that City and/or Authority has not met its obligations concerning the Revitalization Plan or has not established the Medical District. For clarity, the Triggering Event itself may occur prior to the fifth anniversary of the Commencement Date, but such early termination option may not be exercised by SSM until after such fifth anniversary.
- Commencement Date:** April 1, 2021

Annual Rent: From the Commencement Date throughout the Term, the Annual Rent and payment in lieu of taxes is One Million Dollars (\$1,000,000) each year for so long as, and only for the time period that, SSM is entitled to an exemption from property taxes on the Premises. Rent to be prorated for partial years.

SSM's Initial Investment: In addition to Annual Rent, SSM will invest a minimum of \$30,000,000 in the Hospital over the first three (3) years of the Term for major medical equipment purchases, infrastructure improvements, and development of new service lines and other such projects as determined exclusively by SSM. If such projects can be accomplished for less than \$30,000,000, then the remaining balance will be invested in the Hospital's infrastructure as determined by SSM with input from Authority.

Taxes: Both Authority and SSM shall use commercially reasonable efforts to ensure the Leased Premises remain exempt from property taxes. In the event property taxes are assessed on the Premises, such taxes shall be the responsibility of SSM. SSM, as a 501(c)(3) organization, may not be required to pay ad valorem taxes with respect to the Premises or any personal property used by SSM in connection with its operations on the Premises to the extent that SSM's use of the Premises is exempt from ad valorem real property taxes. SSM may take action to obtain any exceptions from ad valorem taxation that may be available to SSM on account of its charitable usage of the Premises at that time.

Operating Expenses: SSM shall be responsible for all costs and expenses, maintenance, repair, replacement, and operation of the Premises incurred by SSM. SSM to contract directly with vendors and suppliers.

Utilities: SSM shall pay for all utility services provided to the Premises.

Authority's Initial Work: On the Commencement Date, Authority and SSM will enter into an escrow agreement with the Bank of Oklahoma and Authority will make an initial deposit with a commitment to fund a total of \$20,000,000 over the first three (3) years of the Term, with \$7,645,000 deposited on the Commencement Date, \$8,355,000 on the first anniversary thereof and \$4,000 on the second anniversary. If the cost of the Initial Work is less than \$20,000,000, the remaining balance of the escrowed funds will be utilized to make improvements at the Hospital as mutually agreed to by the parties.

SSM's Repairs: SSM, at its sole cost and expense, shall perform all repairs, maintenance, and replacements required to keep the Premises in good working order, including the structural elements of the Hospital, mechanical building

systems, landscaping, driveways, and parking areas. Beginning as of the fourth year of the Term, SSM shall (a) spend at least \$0.75 a square foot each year for facilities infrastructure repairs and/or expenditures at the Hospital (such as roofs, HVAC equipment, chillers, AHU's, etc.), which amount shall be increased by 2.5% each year thereafter, and (b) maintain a level of facilities infrastructure expenditures and repairs which over the preceding three (3) years of the Term averages not less than 1% of SSM's net revenues from the Hospital for those same 3 years.

Warranties: Authority shall use reasonable efforts to enforce all warranties issued by third parties related to portions of the Premises to be maintained by SSM. Authority shall ensure that any such warranties run to the benefit of (and are enforceable by) both Authority and SSM.

SSM's Alterations: SSM may (i) install medical equipment in connection with the Permitted Uses, and (ii) make any alterations required to allow the use and operation of such medical equipment in the Premises. SSM shall not make any alterations unless Authority has approved such alterations in writing. SSM shall provide Authority with a copy of the plans and specifications prior to commencing any alterations.

Expansion Option: Authority agrees to work with SSM to accommodate expansion plans if SSM provides written notice of its desire to expand the Hospital.

Permitted Uses: Any or all of the following purposes and uses incidental thereto: (i) the operation of a general acute inpatient hospital, including administrative related services, and the provision of medical services and activities related thereto, and (ii) parking related to the foregoing. SSM may modify its operations in the Premises as SSM determines appropriate, provided that, at all times, SSM must provide the Required Services at the Hospital.

"Required Services": Means the operation of a general, inpatient acute care hospital with at least 200 inpatient beds, a 24-hour emergency department, cardiology (including a cath lab), and endoscopy services, as well as maintain the Hospital's Emergency Medical Services Operations, on substantially the same terms and conditions and to the same service areas as currently in effect, with at least 2 ambulances dedicated to Midwest City, and at least 3 additional ambulances to cover the remaining service area. With Authority's prior written consent, SSM may assign and/or transfer the obligations relating to Emergency Medical Services Operations, provided that such assignment or transfer shall not release SSM from its obligations under the Lease.

Annual Report: Within sixty (60) days following each anniversary of the Commencement Date, SSM shall submit an annual report of the Hospital's operations to Authority and, if invited to do so, will meet with Authority to discuss the

Hospital's operations and SSM's strategic plan. In all events, SSM will keep Authority reasonably informed of any significant changes in Hospital operations and any change in the services to be provided at the Hospital, provided that, at all times, the Required Services will be continuously provided at the Hospital.

Signage: SSM may install any and all signs, banners, and other advertising materials on the Premises (interior and exterior) that are permitted under applicable laws, provided that SSM shall repair any damage caused by the installation or removal of such signs.

Insurance: SSM shall obtain and maintain (i) property insurance on the Premises, (ii) property insurance covering loss or damage to any and all of SSM's personal property at the Premises, (iii) commercial general liability insurance, (iv) Worker's Compensation insurance, (v) business interruption insurance, and (iv) commercial automobile liability insurance.

Assignment and Subletting: SSM may not assign the Lease or sublet the Premises without prior consent of Authority; provided, however, that SSM may (i) assign or sublease to its Affiliates with at least ten (10) days' advance notice to Authority, and (ii) sublease parts of the Hospital in connection with its strategic plan so long as such subleases in the aggregate do not consist of more than fifty percent (50%) of the Hospital's square footage. In the event of any assignment or sublease of the Lease, the person or entity named as the tenant under the Lease shall remain primarily liable thereunder. Following the Commencement Date, Authority may assign or transfer all of its rights and obligations under the Lease with SSM's prior written consent.

Medical District: In furtherance of redeveloping the Medical District, City and/or Authority, as appropriate, will (i) cause a Revitalization Plan to be prepared and to pay the cost thereof, (ii) establish a Revitalization Plan Committee to coordinate and guide preparation of the Revitalization Plan, and (iii) adopt the Revitalization Plan within one (1) year after the Commencement Date. Furthermore, Authority shall acquire obsolete, non-compliant, or underdeveloped properties in the vicinity of the Hospital which are available at fair market value prices to facilitate such redevelopment of the Medical District.

RWC Building: For the duration of the Term, Authority shall not allow the building located at 238 North Midwest Boulevard, Midwest City, Oklahoma 73110, which is known as the Renaissance Women's Center, to be used as a competing inpatient, acute care facility or an ambulatory surgery center, or for any other health care usage in competition with SSM without prior written consent from SSM; provided, however, that Authority and/or City may

lease office space in the RWC building to any physician(s) with medical staff privileges at the Hospital without prior written consent from SSM.

**Right of Entry
by City:**

City shall have the right to enter the Premises and have rooftop access as is necessary to maintain, repair, and replace any towers on the Hospital's rooftop, which City utilizes for communication and other purposes.

Security Deposit: None

Governing Law: Oklahoma

Venue: Oklahoma County

**RESOLUTION OF THE TRUSTEES OF
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
APPROVING THE TERMINATION OF LEASE WITH HMA/CHS
AND NEW LEASE/SUBLEASE WITH SSM AND THE
TRANSACTIONS CONTEMPLATED THEREUNDER AND
AUTHORIZING THE APPROPRIATE OFFICERS TO EXECUTE
ANY AND ALL NECESSARY DOCUMENTS TO COMPLETE
THE TRANSACTION**

The Trustees (the “Trustees”) of Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”) at a regular meeting duly called and held on March 9, 2021 hereby approve and adopt by sufficient vote the following resolutions all in accordance with applicable law:

APPROVAL OF TRANSACTIONS

WHEREAS, in 1996, the Authority previously entered into a Lease (the “HMA/CHS Lease” and Definitive Agreement (the “Definitive Agreement”) with Midwest Regional Medical Center, LLC (as successor in interest to Midwest City HMA, Inc. (“Lessee”), which included a guaranty from Health Management Associates, LLC (successor by conversion to Health Management Associates, Inc. (“HMA”). The HMA/CHS Lease included both the main hospital located at 2825 Parklawn Drive, Midwest City (the “Hospital”) and the Renaissance Women’s Center located at 238 N. Midwest Blvd., Midwest City (“RWC”); and

WHEREAS, the HMA/CHS Lease was amended twice, once in 2009 and again in 2016; and

WHEREAS, the parties thereto have determined it is in their best interests to terminate the HMA/CHS Lease, as amended to date (collectively, the “Original Lease”) and the Definitive Agreement, effective as of March 31, 2021, and in connection with such termination, the Authority has been advised of the need to invest \$20,000,000 in improvements to the Hospital to make it more suitable for a new hospital operator; and

WHEREAS, as a result of the planned termination of the Original Lease and the Definitive Agreement, the Authority has been in discussions with SSM Health Care Oklahoma, Inc. (“SSM”), which has a reputation for providing quality care in the greater Oklahoma City market;

WHEREAS, those negotiations resulted in a proposed Hospital Sublease and Lease Agreement (the “New Lease”) by and between the Authority and SSM, which would allow and require SSM to operate the Hospital for the term specified therein. The New Lease does not give SSM the right to occupy or operate RWC, but does prevent the Authority from allowing uses which may compete with SSM or the Hospital; and

WHEREAS, the Trustees believe that terminating the Original Lease and Definitive Agreement and entering into the New Lease with SSM is in the best interests of the area served by the Hospital as it will result in the continued operation and improvement of the Hospital and its related operations and continued delivery of quality healthcare services; it will help attract and

retain highly qualified physicians and staff; it will improve the Hospital's Clinical Integration locally and regionally to establish a reputation for quality and safety, and it will result in the Hospital having access to additional capital to be invested in its mission; and

WHEREAS, the Authority desires to enter into a lease termination agreement of the Original Lease and Definitive Agreement ("Original Lease Termination Agreement"), which as a direct result thereof, would allow the Authority of entering into the New Lease with SSM; and

WHEREAS, rather than having assets revert back to the Authority upon termination of the Original Lease, Lessee will, at the direction of the Authority, transfer possession of certain Leased Assets (as defined in the Original Lease and Definitive Agreement) directly to SSM; and

WHEREAS, pursuant to the New Lease, SSM will agree to invest \$30,000,000 into the Hospital and its operation in the first three years following the Commencement Date of the New Lease; and

WHEREAS, agents of the Authority have presented the terms of the Original Lease Termination Agreement and the New Lease, which are summarized in the attached Appendix A and Appendix B, respectively, to the Trustees; and

WHEREAS, the Trustees have considered, reviewed and assessed the proposed Original Lease Termination Agreement, the New Lease and the related transactions (collectively, the "Transaction") and finds the Transaction to be advisable and fair to and in the best interests of the Authority and in the best interests of the surrounding community for the following reasons: to assure the continued existence and operation of the Hospital and its related services as a health care facility available in Midwest City and the surrounding area; to assure adequate capital to improve and maintain the existing Hospital facilities; to affiliate with a healthcare system that has a shared set of values and mission including providing quality care and a passion for serving the community; and to help establish the Hospital as a pre-eminent health care provider in Midwest City and the surrounding area, to help attract and retain highly qualified physicians and staff; to improve the Hospital's Clinical Integration locally and regionally, and to result in the Hospital having access to additional capital to be invested in its mission, and the Trustees further declare the advisability of, and authorizes, approves and adopts the terms of the Original Lease Termination Agreement and the New Lease, substantially in the form presented, and authorizes the Chairman and/or Vice Chair to take all necessary actions, including executing all documents, to effectuate the termination of the Original Lease and the Definitive Agreement, and the execution of the New Lease.

NOW, THEREFORE, be it resolved by the Trustees of the Authority, as follows:

1. The Trustees hereby find and determine that the recitals set forth herein are true and correct and adopts them as the Trustees' findings and determinations.

2. The terms of the Transaction, including the Original Lease Termination Agreement and the New Lease, be and the same hereby are, authorized, approved, and adopted on substantially the terms and conditions in Appendix A and Appendix B and as presented to the Trustees on this date.

3. The officers of the Authority, including, but not limited to, the Chairman and the Vice Chair, and each of them (acting singly or together) hereby is authorized, empowered, and directed to execute and deliver for and on behalf of the Authority, any and all documents that may be required to effectuate the Transaction.

4. The officers of the Authority, and each of them hereby is, authorized, empowered, and directed to negotiate and agree upon the final Original Lease Termination Agreement and the New Lease to be entered into by the Authority in connection with the Transaction substantially in the form presented to the Trustees.

5. The appropriate officer(s) of the Authority be, and each of them hereby is, authorized, empowered, and directed to (a) execute, deliver and perform the Original Lease Termination Agreement and the New Lease and the Transaction contemplated thereby (including, without limitation, to execute, deliver and perform each other agreement, document and instrument contemplated by the New Lease and the Transaction contemplated thereby, including, but not limited to, the Escrow Agreement, and, (b) to take and cause to be taken such other actions (including, without limitation, as to amendments, modifications, supplements, and waivers of the New Lease and the Transaction contemplated thereby) as such officer(s) shall deem necessary or desirable to effectuate the Transaction (the execution and delivery of such documents, agreements, instruments and certificates and the taking of such actions shall conclusively establish the authority of such officers therefor from the Authority and the approval and ratification by the Authority) and do all other things in connection with the Transaction contemplated by this Resolution, which such officer in his or her sole discretion approves as being proper, appropriate, or necessary in connection therewith, with the signature of the officer so acting being deemed conclusive evidence of his or her approval.

RATIFICATION OF PRIOR ACTS

RESOLVED, that any and all actions heretofore taken by any officer or trustee of the Authority in connection with the New Lease or the Transaction be, and each of them hereby is, ratified, confirmed and approved in all respects; and, be it

GENERAL AUTHORIZATION RESOLUTION

RESOLVED, that each officer of the Authority be, and the same hereby is, authorized, empowered, and directed for, in the name of, and on behalf of the Authority to execute the documents and agreements referred to in these resolutions with such changes, modifications, or amendments thereto as the officer so acting deems necessary or advisable and in the best interest of the Authority and to do all other acts, and take all actions, and prepare all papers, instruments, and documents, and do all other things in connection with the transactions contemplated by these resolutions, which such officer in his or her sole discretion approves as being proper, appropriate, or necessary in connection therewith, with the signature of the officer so acting being deemed conclusive evidence of his or her approval.

This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED AND IN ALL RESPECTS this 9th day of March, 2021.

TRUSTEES OF
MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY

By: _____
Its Chairman

ATTEST:

Its Secretary

Appendix A

**EXECUTIVE SUMMARY OF
LEASE TERMINATION AGREEMENT**

- Parties:** Midwest City Memorial Hospital Authority (the “Authority”)
Midwest Regional Medical Center, LLC (“Lessee”)
Health Management Associates, LLC (“Guarantor”)
CHS/Community Health Systems, Inc. (“CHS”)
- Purpose:** This Agreement terminates the Hospital Lease and Definitive Agreement, so that the Authority and SSM Health Care of Oklahoma (“SSM”) can enter into a new lease effective April 1, 2021.
- Hospital Lease:** Lease Agreement dated May 21, 1996, as amended or affected by the Memorandum of Lease, dated June 10, 1996, First Amendment to Lease and Lease Extension Agreement, dated April 8, 2009, Amended Memorandum of Lease, dated April 8, 2009, and Second Amendment to Lease, dated November 3, 2016.
- Waiver of First Refusal:** The Authority waives its right to terminate the Hospital Lease and reacquire the Leased Assets.
- Termination:** The Hospital Lease and related Definitive Agreement terminate at 11:59:59 p.m. on March 31, 2021 (“Effective Time”).
- Surrender of Leased Assets:** The Lessee will surrender the leased assets to the Authority at the Effective Time. The Lessee’s will transfer its equipment and other personalty kept at the premises to the SSM.
- Representation and Warranties:** Other than representing and warranting the agreement is legally binding and that each of the parties have authority to enter into the transaction, the Authority represents that it has obtained the consent of the City of Midwest City.
- Conditions to Effectiveness:** The termination is conditioned of the closing of the proposed transaction between SSM and CHS.
- Governing Law:** Oklahoma.

Appendix B

EXECUTIVE SUMMARY OF HOSPITAL SUBLEASE AND LEASE AGREEMENT

- Parties:** Midwest City Memorial Hospital Authority (“Authority”)
SSM Health Care Oklahoma, Inc. (“SSM”)
- Premises:** Midwest Regional Medical Center, being an eight-story building containing approximately 425,000 square feet (the “Hospital”), including the land described on Exhibit A attached to the Lease and all improvements thereon (collectively, the “Subleased Premises”), and the land described on Exhibit B attached to the Lease and all improvements thereon (collectively, the “Leased Premises” and, together with the Subleased Premises, the “Premises”), all located in Midwest City, Oklahoma.
- Project:** Operation of the Hospital and the redevelopment of the area immediately surrounding the Hospital (the “Medical District”)
- Prime Lease:** Amended Lease Agreement between the City of Midwest City (“City”) and Authority
- Term:** Commencing on the Commencement Date and expiring on the last day of the 180th full calendar month after the Commencement Date, with three (3) Extension Options to extend the Term five (5) years each. SSM shall provide at least one (1) year’s advance written notice for each Extension Option, otherwise SSM will cease to have any right to extend the Term.
- Early Termination Option:** At any time after the fifth anniversary of the Commencement Date, SSM may exercise its option to terminate the Lease upon the occurrence of a Triggering Event by providing notice to Authority at least one (1) year prior to the date of early termination. “Triggering Event” means any of the following: (a) an annual operating loss of \$5,000,000 or more from Hospital operations for any three of five consecutive calendar years (excluding the first calendar year of operations) during the Term; (b) permanent closure of the Tinker Air Force Base, or (c) a material uncured breach by Authority and/or City under the Lease. In addition, within 30 days after SSM’s certification to Authority that SSM has completed its \$30,000,000 Initial Investment in the Hospital, SSM will have a one-time right to terminate the Lease if it determines that City and/or Authority has not met its obligations concerning the Revitalization Plan or has not established the Medical District. For clarity, the Triggering Event itself may occur prior to the fifth anniversary of the Commencement Date, but such early termination option may not be exercised by SSM until after such fifth anniversary.

Commencement

Date: April 1, 2021

Annual Rent: From the Commencement Date throughout the Term, the Annual Rent and payment in lieu of taxes is One Million Dollars (\$1,000,000) each year for so long as, and only for the time period that, SSM is entitled to an exemption from property taxes on the Premises. Rent to be prorated for partial years.

SSM's Initial Investment:

In addition to Annual Rent, SSM will invest a minimum of \$30,000,000 in the Hospital over the first three (3) years of the Term for major medical equipment purchases, infrastructure improvements, and development of new service lines and other such projects as determined exclusively by SSM. If such projects can be accomplished for less than \$30,000,000, then the remaining balance will be invested in the Hospital's infrastructure as determined by SSM with input from Authority.

Taxes:

Both Authority and SSM shall use commercially reasonable efforts to ensure the Leased Premises remain exempt from property taxes. In the event property taxes are assessed on the Premises, such taxes shall be the responsibility of SSM. SSM, as a 501(c)(3) organization, may not be required to pay ad valorem taxes with respect to the Premises or any personal property used by SSM in connection with its operations on the Premises to the extent that SSM's use of the Premises is exempt from ad valorem real property taxes. SSM may take action to obtain any exceptions from ad valorem taxation that may be available to SSM on account of its charitable usage of the Premises at that time.

Operating Expenses:

SSM shall be responsible for all costs and expenses, maintenance, repair, replacement, and operation of the Premises incurred by SSM. SSM to contract directly with vendors and suppliers.

Utilities:

SSM shall pay for all utility services provided to the Premises.

Authority's Initial Work:

On the Commencement Date, Authority and SSM will enter into an escrow agreement with the Bank of Oklahoma and Authority will make an initial deposit with a commitment to fund a total of \$20,000,000 over the first three (3) years of the Term, with \$7,645,000 deposited on the Commencement Date, \$8,355,000 on the first anniversary thereof and \$4,000 on the second anniversary. If the cost of the Initial Work is less than \$20,000,000, the remaining balance of the escrowed funds will be utilized to make improvements at the Hospital as mutually agreed to by the parties.

SSM's Repairs: SSM, at its sole cost and expense, shall perform all repairs, maintenance, and replacements required to keep the Premises in good working order, including the structural elements of the Hospital, mechanical building systems, landscaping, driveways, and parking areas. Beginning as of the fourth year of the Term, SSM shall (a) spend at least \$0.75 a square foot each year for facilities infrastructure repairs and/or expenditures at the Hospital (such as roofs, HVAC equipment, chillers, AHU's, etc.), which amount shall be increased by 2.5% each year thereafter, and (b) maintain a level of facilities infrastructure expenditures and repairs which over the preceding three (3) years of the Term averages not less than 1% of SSM's net revenues from the Hospital for those same 3 years.

Warranties: Authority shall use reasonable efforts to enforce all warranties issued by third parties related to portions of the Premises to be maintained by SSM. Authority shall ensure that any such warranties run to the benefit of (and are enforceable by) both Authority and SSM.

SSM's Alterations: SSM may (i) install medical equipment in connection with the Permitted Uses, and (ii) make any alterations required to allow the use and operation of such medical equipment in the Premises. SSM shall not make any alterations unless Authority has approved such alterations in writing. SSM shall provide Authority with a copy of the plans and specifications prior to commencing any alterations.

Expansion Option: Authority agrees to work with SSM to accommodate expansion plans if SSM provides written notice of its desire to expand the Hospital.

Permitted Uses: Any or all of the following purposes and uses incidental thereto: (i) the operation of a general acute inpatient hospital, including administrative related services, and the provision of medical services and activities related thereto, and (ii) parking related to the foregoing. SSM may modify its operations in the Premises as SSM determines appropriate, provided that, at all times, SSM must provide the Required Services at the Hospital.

"Required Services": Means the operation of a general, inpatient acute care hospital with at least 200 inpatient beds, a 24-hour emergency department, cardiology (including a cath lab), and endoscopy services, as well as maintain the Hospital's Emergency Medical Services Operations, on substantially the same terms and conditions and to the same service areas as currently in effect, with at least 2 ambulances dedicated to Midwest City, and at least 3 additional ambulances to cover the remaining service area. With Authority's prior written consent, SSM may assign and/or transfer the obligations relating to Emergency Medical Services Operations, provided that such assignment or transfer shall not release SSM from its obligations under the Lease.

Annual Report: Within sixty (60) days following each anniversary of the Commencement Date, SSM shall submit an annual report of the Hospital's operations to Authority and, if invited to do so, will meet with Authority to discuss the Hospital's operations and SSM's strategic plan. In all events, SSM will keep Authority reasonably informed of any significant changes in Hospital operations and any change in the services to be provided at the Hospital, provided that, at all times, the Required Services will be continuously provided at the Hospital.

Signage: SSM may install any and all signs, banners, and other advertising materials on the Premises (interior and exterior) that are permitted under applicable laws, provided that SSM shall repair any damage caused by the installation or removal of such signs.

Insurance: SSM shall obtain and maintain (i) property insurance on the Premises, (ii) property insurance covering loss or damage to any and all of SSM's personal property at the Premises, (iii) commercial general liability insurance, (iv) Worker's Compensation insurance, (v) business interruption insurance, and (iv) commercial automobile liability insurance.

Assignment and Subletting: SSM may not assign the Lease or sublet the Premises without prior consent of Authority; provided, however, that SSM may (i) assign or sublease to its Affiliates with at least ten (10) days' advance notice to Authority, and (ii) sublease parts of the Hospital in connection with its strategic plan so long as such subleases in the aggregate do not consist of more than fifty percent (50%) of the Hospital's square footage. In the event of any assignment or sublease of the Lease, the person or entity named as the tenant under the Lease shall remain primarily liable thereunder. Following the Commencement Date, Authority may assign or transfer all of its rights and obligations under the Lease with SSM's prior written consent.

Medical District: In furtherance of redeveloping the Medical District, City and/or Authority, as appropriate, will (i) cause a Revitalization Plan to be prepared and to pay the cost thereof, (ii) establish a Revitalization Plan Committee to coordinate and guide preparation of the Revitalization Plan, and (iii) adopt the Revitalization Plan within one (1) year after the Commencement Date. Furthermore, Authority shall acquire obsolete, non-compliant, or underdeveloped properties in the vicinity of the Hospital which are available at fair market value prices to facilitate such redevelopment of the Medical District.

RWC Building: For the duration of the Term, Authority shall not allow the building located at 238 North Midwest Boulevard, Midwest City, Oklahoma 73110, which is known as the Renaissance Women's Center, to be used as a competing inpatient, acute care facility or an ambulatory surgery center, or for any

other health care usage in competition with SSM without prior written consent from SSM; provided, however, that Authority and/or City may lease office space in the RWC building to any physician(s) with medical staff privileges at the Hospital without prior written consent from SSM.

**Right of Entry
by City:**

City shall have the right to enter the Premises and have rooftop access as is necessary to maintain, repair, and replace any towers on the Hospital's rooftop, which City utilizes for communication and other purposes.

Security Deposit: None

Governing Law: Oklahoma

Venue: Oklahoma County