



SOS



11800580002

**AMENDED AND RESTATED
TRUST INDENTURE**

KNOW ALL BY THESE PRESENTS:

THIS AMENDMENT AND RESTATEMENT OF THE ORIGINAL TRUST INDENTURE dated as of the 1st day of July, 1961, hereinafter referred to as the "Original Trust Indenture," by the MIDWEST CITY CHAMBER OF COMMERCE, a corporation duly organized under the laws of the State of Oklahoma, hereinafter referred to as the "Trustor," and ORIN A. KIMBALL, CLAUDE R. RIGSBY, TOM C. PLEDGER, LLOYD A. SCHANTZ and FRED D. RYAN, JR., being citizens and residents of Midwest City, comprising the then-City Council of the City of Midwest City, Oklahoma, as trustees of this Trust,

W I T N E S S E T H:

THAT in consideration of the payment by the Trustor to the Trustees of the sum of one dollar (\$1), receipt of which was then acknowledged, the mutual covenants set forth in the Original Trust Indenture and other valuable consideration, the Trustees agreed to hold, manage, invest, assign, convey and distribute as provided, authorized and directed in the Original Trust Indenture such property as the Trustor, or others, may have from time to time assigned, transferred, leased, conveyed, given, bequeathed, devised or delivered unto this Trust to have and to hold such property and the proceeds, rents, profits and increases thereof in trust, for the use and benefit of the City of Midwest City, Oklahoma, hereinafter referred to as the "Beneficiary," and upon the following terms and conditions:

ARTICLE I
CREATION OF TRUST

(1) This Trust was originally formed to create and establish a trust for the use and benefit of the Beneficiary to finance, operate, construct and administer hospital facilities, and for the public purposes set forth in the Original Trust Indenture, under the provisions of Title 60, Oklahoma Statutes 1951, Sections 176 to 180, inclusive, as amended by Title 60, Chapter 4, Oklahoma Sessions Laws 1953, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma. This Trust is now amended under the provisions of Oklahoma Statutes, Title 60, Chapter 4, Trusts for Furtherance of Public Functions, the Oklahoma Trust Act and any other law written specifically to create or govern the affairs of a public trust (together, as amended, the "Acts") to create and establish a trust for the use and benefit of the Beneficiary to finance, operate, construct and administer hospital facilities, and for the public purposes set forth in the Acts and the Original Trust Indenture.

(2) This Trust was not created and shall not be operated for pecuniary profit, nor shall it have any power to issue certificates of stock or declare dividends. No part of its net earnings shall inure to the benefit of or be distributable to any member, Trustee, officer or individual, except that this Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and

distributions in furtherance of this Trust's purposes as set forth in this Amended Trust Indenture.

ARTICLE II

NAME OF TRUST

The name of this Trust shall be "MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY," hereinafter referred to as this "Trust." The Trustees shall conduct all business and execute all instruments, and otherwise perform the duties and functions required in the execution of this Trust.

ARTICLE III

PURPOSES OF TRUST

(1) The purposes of this Trust are:

(a) To furnish and supply to the inhabitants, owners and occupants of property, and to industrial, commercial and mercantile establishments and enterprises within the corporate limits of the Beneficiary and in territory in reasonably convenient proximity thereto, and to the Beneficiary and any other governmental agencies or endeavors, services and facilities for the conservation and implementation of the public welfare and protection and promotion of public health, for all purposes that the same be authorized and proper as a function of the Beneficiary; and to fix, demand and collect charges, rates and fees for any services

and/or facilities provided to the same extent as the Beneficiary itself might do provided that the furnishing of any services or facilities to any person delinquent in the payment of any indebtedness whatsoever to this Trust may be discontinued at any time; for the furtherance of the greater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, the county or counties in which the Beneficiary is located, the school district and/or districts included, in whole or in part, within the limits of the Beneficiary, and/or any agency or instrumentality of any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the authorized and proper functioning thereof; and to hold, maintain and administer any leasehold rights in and to properties of the Beneficiary demised to this Trust, and to comply with the terms and conditions of any lease providing said rights;

(b) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate, or otherwise deal with, any and all physical properties and facilities necessary or convenient for utilization in .

executing or promoting this Trust's purposes, or any of them; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of said properties and facilities either in execution of any of this Trust's purposes or in the event that any of this Trust's purposes or in the event that any of this Trust's physical properties and facilities shall no longer be necessary or convenient to execute or promote this Trust's purposes;

(c) To provide funds for the cost of financing, acquiring, constructing, purchasing, equipping, maintaining, repairing, improving, extending, enlarging, remodeling, operating and administering any or all of this Trust's services, buildings and facilities, and all properties necessary or convenient for executing and fulfilling this Trust's purposes, and all other charges, costs and expenses necessarily incurred in connection therewith and, in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues;

(d) To expend all funds coming into this Trust as revenue or otherwise for the payment of any indebtedness incurred by this Trust, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust

Estate, and to distribute the residue and remainder of such funds to the Beneficiary upon termination of this Trust in accordance with Article IX of this Amended Trust Indenture. The only funds of this Trust to which the previous provisions of this subparagraph shall not apply are those in the principal amount of approximately \$46 million, hereinafter referred to as the "Principal," that came into this Trust as a result of the lease and/or sale of this Trust's real and personal property. The Principal and all capital gains and all income of any nature or kind earned from the Principal and all previous years' capital gains and all income of any nature or kind earned from the Principal shall hereinafter be referred to as the "Compounded Principal." The Compounded Principal, less and except two percent (2%) of the market value of the Compounded Principal as of June 30 each year, shall be segregated and set apart, and shall not be spent for any reason except in the event that (1) the lease of the real property to Health Management Associates, Inc. and Midwest City HMA, Inc. terminates prematurely prior to the end of the lease and this Trust regains the operation and control of the leased property; or (2) an affirmative vote of a majority of the electors in the city of Midwest City expressed during a public election, duly called as required by law, authorizes an

expenditure of all or any portion of the Compounded Principal for a specific public or governmental purpose or purposes and authorized and proper Trust function indicated on the ballot submitted at such an election. The two percent (2%) of the market value of the Compounded Principal excluded from the Compounded Principal each year, hereinafter referred to as the "Discretionary Funds," shall be available for distribution each year as grants, for other expenditures and/or to be otherwise designated at the Trustees' sole discretion, subject to the restriction contained in this Amended Trust Indenture. The Trustees may distribute or expend all or any portion of the Discretionary Funds as the Trustees may deem prudent or may make no distribution or expenditure of the Discretionary Funds at all. Undesignated Discretionary Funds shall be accumulated for use in subsequent years, provided grants from the Discretionary Funds are used for authorized and proper functions of the Beneficiary and follow the required channel of grant applications as set out in this Amended Trust Indenture;

(e) To seek, request, apply for and receive grants, gifts and donations, either in money or property, from any individual, entity, agency, corporation or organization by gift, devise, bequest or otherwise, absolutely or in trust, and to use the

principal and/or income from them, as may be directed by the grantor of the funds or property, in the furtherance of any authorized and proper essential governmental function; and

(f) To perform any other authorized and proper essential governmental function or act permitted by law to be performed by public trusts in the state of Oklahoma.

(2) (a) In no event shall any of the funds or property of this Trust be used for or to replace or supplant any existing recurring operating expenses or personal property needs of the Beneficiary or any other entity other than this Trust. This shall not preclude the Beneficiary or any other entity from requesting that this Trust make a grant or expenditure of funds or property from this Trust for initial or single occurrence expenses or projects. "Recurring operating expenses or personal property needs" shall be expenses or personal property needs such as maintenance or upkeep costs, supplies, salaries, wages, salary or wage adjustments, bonuses and general operating costs.

(b) Grants for the acquisition of, improvement to or enhancement of property shall be limited to properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years.

ARTICLE IV

DURATION OF TRUST

This Trust shall exist for so long as the Beneficiary exists and until such time as its purposes shall have been fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The funds and property, and any income therefrom, except the Compounded Principal:

(a) Presently owned by this Trust or to be acquired or constructed by this Trust; and

(b) Dedicated by the Trustor and others to be used for this Trust's purposes;

(2) Any and all money, property, contracts, leases, licenses, franchises, benefits and all other things of value coming into the possession of this Trust pursuant to the provisions of this Amended Trust Indenture; and

(3) Any and all money and leasehold rights remised to this Trust by the Beneficiary as authorized and empowered by law.

ARTICLE VI

THE TRUSTEES

(1) The Trustees of this Trust shall be the same persons who are the Mayor and members of the City Council, or any successor governing body that may replace the Mayor and City Council in the future, of the Beneficiary, hereinafter and previously referred to as the "Trustees" or, interchangeably, as this "Trust," and shall remain as Trustees until such person or persons shall have been succeeded and replaced by some other person or persons as Mayor and members of the City Council of the Beneficiary, and such latter person or persons shall without any further act or deed automatically become Trustees of this Trust. To assist the Trustees in their administration of this Trust, there shall be an advisory board which shall be known as the Trust Board of Grantors, hereinafter referred to as the "Board," and which shall consist of nine members. The Trustor shall appoint two members of the Board and the Trustees shall appoint seven members of the Board. The Board shall perform various functions assigned to it by the Trustees including accepting and reviewing grant applications. All funds expended from the Discretionary Funds shall be processed through the Board by the grant application process except those determined by the Trustees to be necessary for the administration of this Trust. The Board will send its funding recommendations to the Trustees. In the event the Trustees reject any or all of the funding recommenda-

tions of the Board, the Board shall, at the request of the Trustees, review and submit additional funding recommendations.

(2) The person who shall be the Mayor of the Beneficiary shall automatically become the Chairman of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The person who shall be the Vice Mayor of the Beneficiary shall be automatically the Vice Chairman of the Trustees and preside in event of the absence of the Chairman, and shall, in the absence of the Chairman, perform all duties designated to be performed by the Chairman. The Trustees shall designate the time and place of all regular meetings. All actions by this Trust pursuant to the provisions of this Amended Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Amended Trust Indenture.

(3) The person who shall be the City Clerk of the Beneficiary shall act as Secretary of this Trust. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all of this Trust's financial transactions. All minutes, books and records of this Trust shall be on file in the office of the Secretary. All meetings of the Trustees shall be open to the public, and the books, records and minutes of this Trust shall be considered as public records and available for inspection at all times by any interested party.

(4) The person who shall be the City Attorney of the Beneficiary may act as attorney for this Trust. The attorney shall attend all meetings of the Trustees and shall provide them with legal advice. The attorney shall also represent this Trust in all of its legal matters to ensure that its legal interests are appropriately protected.

(5) The Trustees may appoint a general manager or administrator for this Trust, and may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of this Trust, and may fix such employees' duties, terms of employment and compensation. Any such employee may be a person who shall be an officer or employee of the Beneficiary, in which event such officer or employee may receive compensation from this Trust. In the event a general manager or administrator for this Trust is appointed by the Trustees, the general manager or administrator shall administer the business of this Trust as directed from time to time by the Trustees. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder.

(6) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, in the event of a default in the fulfillment of any contract obligation undertaken on behalf of this Trust or in the payment of any indebtedness incurred on behalf of this Trust,

that a temporary trustee or trustees shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any contract, if made, shall set out the terms and conditions under which such temporary trustee or trustees shall be appointed and operate this Trust, and provide for compensation to be paid, and appointment to be vacated and the Trustees to be automatically reinstated upon termination of all defaults by which the appointment of the temporary trustee or trustees was authorized.

(7) Bonds or other evidences of indebtedness to be issued by this Trust shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiary, nor personal obligations of the Trustees of this Trust, but shall constitute obligations payable solely from the Trust Estate.

(8) The Trustees, the State of Oklahoma and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the execution, performance or operation of this Trust; but any act or liability for any omission or obligation of the Trustees in the execution, performance or operation of this Trust shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Amended Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind

or obligate any other Trustee, or the Beneficiary, in his/her or its capacity, nor can the Beneficiary bind or obligate this Trust or any individual Trustee.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

(1) To accomplish the purposes of this Trust, and subject to the provisions and limitations otherwise provided in this Amended Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Amended Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(a) To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer anything in the Trust Estate and the Compounded Principal, subject to the limitations contained in this Amended Trust Indenture, as the Trustees shall determine necessary for the benefit and development of the Beneficiary;

(b) To enter into contracts for the acquisition of equipment and supplies, and construction of necessary or convenient facilities authorized to be acquired and constructed pursuant to and in compliance with the

terms of this Amended Trust Indenture; provided, however, that:

(i) The Trustees shall be subject to the same limitations, and shall comply with the requirements of Oklahoma law imposed, upon the Beneficiary in relation to contracts for construction and the acquisition of equipment, materials and supplies; and

(ii) The Trustees may reject all bids and readvertise for bids or may enter into a contract or contracts with a responsible bidder or bidders who, in the opinion of the Trustees, shall offer the terms deemed most favorable to this Trust. All bidders to whom any contract for any purpose is let shall be financially responsible and bear a good reputation in the industry. The Trustees may prescribe such bidding qualifications as they deem necessary and desirable;

(c) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of this Trust for the purpose of acquiring or constructing works and facilities authorized to be acquired or constructed pursuant to the terms of this Amended Trust Indenture and for those purposes may:

(i) Employ a financial advisor, or committee of advisors, to advise and assist the

Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

(ii) Sell all bonds, notes or other evidences of indebtedness or obligations of this Trust in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in this Trust's best interests; and

(iii) Appoint attorneys, paying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of this Trust;

(d) To enter into and execute, purchase, lease, or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value, and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise;

(e) To make and change investments, to lease, improve, exchange or sell, at public or private sale, upon such terms as the Trustees deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in this Trust, to borrow money, or renew loans to this Trust, to refund outstanding bonded indebtedness and to execute therefor evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the Beneficiary and construct, improve, repair, extend, remodel and equip utilities or buildings, and facilities thereon, and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary, and to do all things provided for in Paragraph (1) of Article III of this Amended Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by the mortgage, lien, pledge or other encumbrance of such

personal property, utilities and facilities owned or otherwise acquired, leased or controlled by this Trust, and by rentals income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of this Trust; to lease or sublease any property of this Trust or of which this Trust may become the owner or lessee.

(f) To fix, demand and collect charges, rentals and fees for the services and facilities of this Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm, corporation or public instrumentality delinquent in the payment of any indebtedness to this Trust; and to purchase and sell such supplies, goods and commodities as are incident to the operation of this Trust's properties;

(g) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and, without limit as to amount, to draw, make, accept, indorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage,

deed of trust or otherwise upon any or all income of this Trust, in the same manner and to the same extent as a natural person might or could do; to collect and receive any property, money, rents or income of any sort and distribute the same or any portion thereof for the furtherance of the purposes authorized by this Amended Trust Indenture;

(h) To do all other acts in the Trustees' judgment necessary or desirable for the proper and advantageous management, investment and distribution of the Trust Estate and the Compounded Principal and income therefrom, subject to the limitations contained in this Amended Trust Indenture;

(i) To contract for the furnishing of any services or the performance of any duties that the Trustees' may deem necessary, or proper, and pay for the same as they see fit. The Trustees may select depositories for the funds and securities of this Trust; and

(j) To compromise any debts or claims of this Trust or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts of this Trust or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment

is necessary or proper to protect the interests of this Trust, or to enforce any claim, demand or contract for this Trust; and they shall authorize, in their discretion, the defense of any suit against this Trust, or against its employees, agents or servants or the Trustees. The Trustees may compromise and settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All such expenditures shall be treated as expenses of executing this Trust.

(2) No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

(3) The whole title, legal and equitable, to the properties of this Trust is and shall be vested in this Trust, as such title in this Trust is necessary for the due execution of this Trust. The Trustees shall have and exercise exclusive management and control of the properties of this Trust for the use and benefit of the Beneficiary; but may agree for approval of any or all of its actions and transactions by the Beneficiary.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The beneficiary of this Trust shall be the City of Midwest City, Oklahoma, a municipal corporation, under and pursuant to the Acts. The Trustor now declares that this Amended Trust Indenture shall be irrevocable from the moment it is signed by it and delivered to the Trustees, and that the Trustor shall thereafter stand without any power whatsoever at any time to alter, amend, revise, modify, revoke or terminate any of the provisions of this Amended Trust Indenture. If, in the future, the Trustees, the Trustor and the Beneficiary agree to amend this Amended Trust Indenture, any such agreed-upon amendment to clauses (1) and (2) of subparagraph (1)(d) of Article III, of this Article VIII or of Article IX can only be accomplished by an affirmative vote of a majority of the electors in the city of Midwest City voting in a public election, duly called as required by law authorizing such an amendment as expressed on the ballot submitted at such an election.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate or the Compounded Principal, their income, or to any part thereof, or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon this Trust, nor the right to control or direct the actions of the Trustees except to the extent herein provided.

The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and, then only, the Beneficiary shall receive the residue of the Trust Estate.

ARTICLE IX

TERMINATION OF TRUST

This Trust shall terminate:

(1) When the purposes set out in this Amended Trust Indenture shall have been fully executed; or

(2) In the manner provided by Title 60 of the Oklahoma Statutes, Chapter 4, Section 180, as amended.

Provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of this Trust, unless all owners of such indebtedness or obligations shall have consented in writing to such termination. If, in the future, the Trustees, the Trustor and the Beneficiary agree to terminate this Trust, any such agreed-upon termination of this Trust can only be accomplished by an affirmative vote of a majority of the electors in the city of Midwest City voting in a public election, duly called as required by law authorizing such termination as expressed on the ballot submitted at such an election.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust and, after payment of all debts, expenses and obligations out of the monies and

properties of the Trust Estate and the Compounded Principal to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary. Upon final distribution, the powers, duties and authority of the Trustees shall cease.

ARTICLE X

PARTIAL INEFFECTIVENESS

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, subsections or sections of this Amended Trust Indenture shall not affect its remaining portions so long as such remaining portions shall constitute a rational instrument. Any such invalid or ineffective portions were inserted conditionally upon them being valid and effective only and this instrument shall be construed as if such invalid or ineffective portions had not been inserted herein.

ARTICLE XI

ACCEPTANCE BY TRUSTEES

The Trustees accept this Trust, created and provided for, and agree to carry out the provisions of this Amended Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, this Amended Trust Indenture has been passed and approved by the Trustor on the 8th day of April, 1998, and by the Trustees on the 7th day of April, 1998.

MIDWEST CITY CHAMBER OF COMMERCE

By: Dara M. McGlamery
President

(SEAL)

ATTEST:

Carol L. Judd
Secretary

as "Trustor"

STATE OF OKLAHOMA)
 : ss.
STATE OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day of April, 1998, personally appeared Dara L. McGlamery, to me known to be the President of the Midwest City Chamber of Commerce who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

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

Suzanne W. Dockery
Notary Public

My commission expires: 8-22-98

Jerry R. Maynard
JERRY R. MAYNARD

Johnny T. Morgan
JOHNNY T. MORGAN

Lloyd Gorrell
LLOYD GORRELL

Vaughn K. Sullivan
VAUGHN K. SULLIVAN

Frederick M. Strothmann
FREDERICK M. STROTHMANN

Russell Smith
RUSSELL SMITH

Eddie O. Reed
EDDIE O. REED

as "Trustees"

STATE OF OKLAHOMA)
 :
STATE OF OKLAHOMA) ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of April, 1998, personally appeared Jerry R. Maynard, Vaughn K. Sullivan, Johnny T. Morgan, Frederick M. Strothmann, Lloyd Gorrell, Russell Smith and Eddie O. Reed, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Lorinda Moore
Notary Public

My commission expires: 8-28-99

ACCEPTANCE OF BENEFICIAL INTEREST

Pursuant to Resolution No. 98-18 duly adopted by its City Council, the City of Midwest City, Oklahoma, hereby accepts the beneficial interest in the trust created by the within and foregoing Amended and Restated Trust Indenture, in all respects in

accordance with the terms of said Amended and Restated Trust Indenture.

CITY OF MIDWEST CITY, OKLAHOMA

By: *Edna Reed*
Mayor



Attest: (Seal)

Sammy Melt
City Clerk

Approved as to form and legality this 7th day of April, 1998.

Natherine Bolles
City Attorney

"I CERTIFY THAT THIS IS A TRUE AND LIKE COPY OF A INSTRUMENT ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MIDWEST CITY OKLAHOMA COUNTY STATE OF OKLAHOMA."

Shonda Atkins
CITY CLERK

FIRST AMENDMENT TO
AMENDED AND RESTATED TRUST INDENTURE OF THE
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

WHEREAS, on April 8th, 1998, that certain "Amended and Restated Trust Indenture" (hereinafter, the "Amended Trust Indenture") of the Midwest City Memorial Hospital Authority (hereinafter, the "Authority") was adopted amending the original Trust Indenture of the Authority dated July 1st, 1961, for the use and benefit of the City of Midwest City, Oklahoma (the "Beneficiary"); and

WHEREAS, the City Council of the Beneficiary and the Trustees of the Authority now desire to amend said Amended Trust Indenture to clarify the purposes for which the Authority may act, and the powers it may utilize in doing so.

NOW, THEREFORE, pursuant to the authority of the Trustees of the Authority and the City Council of the Beneficiary, and with the consent of the Trustor, the Midwest City Chamber of Commerce, the Amended Trust Indenture is hereby amended, as follows:

SECTION 1. Paragraph 1(f) of Article III of said Amended Trust Indenture is hereby amended in its entirety, to read as follows:

"(f) To perform any other authorized and proper essential governmental function or act permitted by law to be performed by public trusts in the State of Oklahoma, including without limitation, to assist the Beneficiary, the United States, the State of Oklahoma, its municipalities, agencies, private entities and citizens in (i) promoting economic and community development, within and without the territorial limits of the City; (ii) developing additional employment which will benefit and strengthen the economy of the City; (iii) developing or redeveloping areas determined by the Beneficiary to be unproductive, undeveloped, underdeveloped or blighted; (iv) fostering an improved economic climate within the Beneficiary; and (v) otherwise promoting the general welfare and prosperity of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources; and without restriction, in furtherance of the foregoing general objectives, to utilize the following specific powers or purposes, to-wit:

(1) by promoting, financing and developing any and all public works projects or facilities of any type or description including, but not limited to, those for water, sewer, solid waste, natural gas or other public utilities of any type or description;

(2) by promoting, financing and developing commercial and industrial projects or facilities including, without limitation, offices, warehouses, retail and wholesale marketing facilities, motel and hotel establishments and restaurants; and

(3) by promoting financing and developing recreational, sports, cultural, tourism, entertainment and communication media projects or facilities.

SECTION 2. A new Paragraph 4 shall be added to Article VII of said Amended Trust Indenture which shall read, in its entirety, as follows:


(4) The Trustees hereof shall further have the right, power, duty, authority, discretion and privilege to exercise, for the benefit of the Beneficiary, those powers (including the power of eminent domain) as authorized by the economic, industrial or community development statutes of the State of Oklahoma, including, without limitation, the Local Development Act, the Local Industrial Development Act, and the Neighborhood Redevelopment Act, all as may be amended and supplemented from time to time.

The foregoing First Amendment to Amended and Restated Trust Indenture was approved by the Trustees of the Midwest City Memorial Hospital Authority on the ___ day of April, 2017.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

(SEAL)
ATTEST:

BY: 
Chairman


Secretary

ACCEPTANCE OF BENEFICIAL INTEREST

Pursuant to Resolution No. _____ duly adopted by its City Council, the City of Midwest City, Oklahoma, hereby accepts the beneficial interest in the trust created by the within and foregoing Amended and Restated Trust Indenture, as modified by that certain "First Amendment to Amended and Restated Trust Indenture", in all respects in accordance with the terms of said Amended and Restated Trust Indenture.

CITY OF MIDWEST CITY, OKLAHOMA

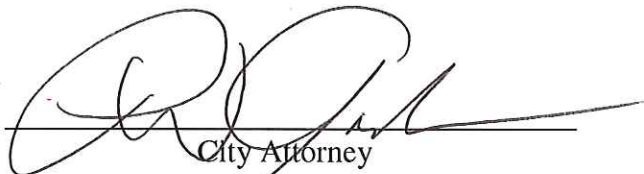
BY: 
Mayor

ATTEST:


City Clerk

(SEAL)

Approved as to form and legality this 20th day of April, 2017.




City Attorney

The foregoing First Amendment to Amended and Restated Trust Indenture was approved by the City Council of the City of Midwest City, Oklahoma on the ___ day of April, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

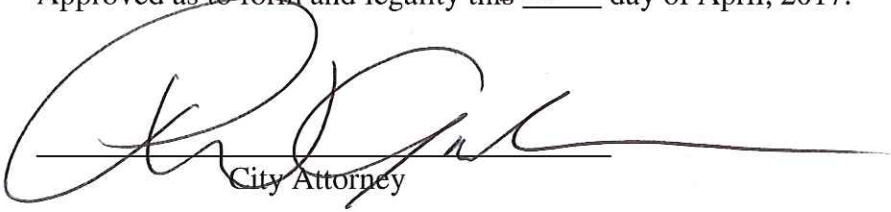
BY: 
Mayor

ATTEST:



City Clerk

(SEAL)

Approved as to form and legality this 20th day of April, 2017.


City Attorney

The foregoing First Amendment to Amended and Restated Trust Indenture was approved by the Board of Directors of the Midwest City Chamber of Commerce on the 18th day of April, 2017.

BY: * 
President

ATTEST:


Secretary

**Midwest City Chamber of Commerce
Executive Board of Directors Meeting Minutes
April 17, 2017**

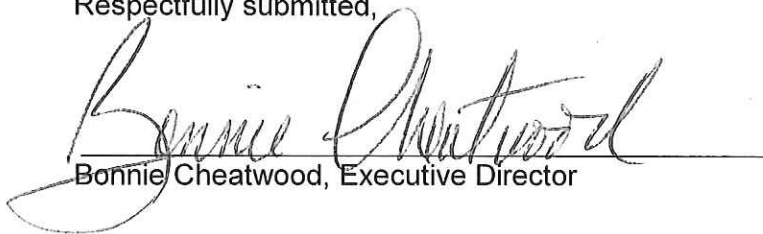
The Midwest City Chamber of Commerce Executive Board met at the Chamber office. The meeting was called to order at 1:35 p.m. Present: President Danita Rose, President-Elect Cliff Aldridge, James Finch, Dr. Jeanie Webb, Mike Kloiber, Wade Moore, Bonnie Cheatwood, City Manager Guy Henson, Economic Development Director Robert Coleman, and the City's legal counsel Dan McMahan. Not present: Randy Smith and Pam Teply.

FIRST AMENDMENT TO THE AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY: The Midwest City Chamber is Trustor of the Authority, The City Council are the Trustees, and the City is the Beneficiaries. The City Council of the Beneficiary and the Trustee of the Authority is performing a house keeping measure that updates the Trust Indenture as is relates to Economic and Community Development permitted by State Law. The amendment will allow for future economic development projects to promote and foster the general welfare and prosperity of the Beneficiaries. City Manager Guy Henson presented the amendment.

Because of a time sensitive project and the need for a special Council Meeting to be called on Thursday, April 20, 2017, a recommendation was made by Executive Board Member M. Kloiber for a call for a vote electronically by the entire active Board of Directors.

Action: The motion was made by M. Kloiber and seconded by J. Finch to approve the First Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority. Motion carried.

Respectfully submitted,



Bonnie Cheatwood, Executive Director

4-18-17

Date Approved

Midwest City Chamber of Commerce
Board of Directors Meeting Minutes
April 18, 2017

The Midwest City Chamber of Commerce Active Board of Directors were presented the following information electronically at the request of the Executive Board, who met at the Chamber office on April 17, 2017.

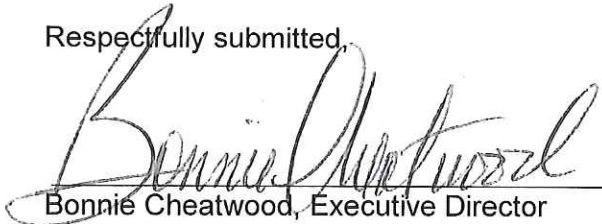
Present at the Executive Board meeting: President Danita Rose, President-Elect Cliff Aldridge, James Finch, Dr. Jeanie Webb, Mike Kloiber, Wade Moore, Bonnie Cheatwood, City Manager Guy Henson, Economic Development Director Robert Coleman, and the City's legal counsel Dan McMahan. Not present: Randy Smith and Pam Teply. City Manager Guy Henson presented the amendment.

The Midwest City Chamber is Trustor of the Authority, The City Council are the Trustees, and the City is the Beneficiaries. The City Council of the Beneficiary and the Trustee of the Authority is performing a house keeping measure that updates the Trust Indenture as is relates to Economic and Community Development permitted by State Law. The amendment will allow for future economic development projects to promote and foster the general welfare and prosperity of the Beneficiaries.

See attached amendment.

Action: The motion was made by J. Chappel and seconded by R. Epley to approve the First Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority. Motion carried.

Respectfully submitted,



Bonnie Cheatwood, Executive Director

4-18-19
Date Approved

OPERATING CONTRACT BY AND BETWEEN
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
AND
THE TRUST BOARD OF GRANTORS

THIS CONTRACT, effective the 1st day of July, 1998, by and between the Midwest City Memorial Hospital Authority, a public trust (hereinafter the "Authority"), and the members of the Trust Board of Grantors (hereinafter the "Board of Grantors"),

WITNESSETH:

WHEREAS, the Authority's Amended and Restated Trust Indenture expressly authorizes the Authority to make and enter into management contracts and for the furnishing of any services or for the performance of any duties deemed by the trustees of the Authority (hereinafter the "Trustees") to be for and in the best interests of the administration of the trust estate; and

WHEREAS, the Authority deems a Board of Grantors to be the best vehicle by which to have certain duties and obligations performed in the Authority's best interests;

IT IS HEREBY CONTRACTED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I.

GENERAL PROVISIONS

1.1 Scope and Duration.

1.1.1 Scope. This contract shall be binding upon the Authority, its successors and assigns, and upon the Board of Grantors and its successors.

1.1.2 Duration. This contract shall continue in full force and effect for the duration of the trust or until either party gives the other party thirty (30) days written notice of termination.

1.2 Partial Ineffectiveness. The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, sentences, paragraphs, subsections, sections or articles of this contract shall not affect the remaining portions so long as such remaining portions constitute a practicably operable instrument; and any provision herein which shall be in derogation of the obligations and duties of the Authority and which would

constitute a breach of trust under the law of trusts shall be ineffective and inoperative notwithstanding its inclusion herein. Any such invalid or ineffective portion was inserted conditionally upon it being valid and effective only as aforesaid and this contract shall be construed as if such invalid or ineffective portion had been omitted.

II.

THE BOARD OF GRANTORS

2.1 Establishment of Board. The Board of Grantors is established to perform the duties and with the powers hereinafter set forth. The Board of Grantors shall be composed of nine (9) members. A quorum of the Board of Grantors shall consist of a majority of its members and at least a majority of its members must be present in order for the Board of Grantors to take any action. Approval of an action shall require the affirmative vote of a majority of the members of the Board of Grantors present at a meeting at which a quorum is present.

2.2 Limitations on Board Members. No member of the Board of Grantors shall be eligible:

(a) To enter, directly or indirectly, into any contract for profit with the Authority or the Board of Grantors;

(b) To profit in any manner, directly or indirectly, by reason of membership on the Board of Grantors;

(c) To be employed by the Authority during his/her term or within two (2) years after expiration of the term for which such member was appointed;

(d) To serve more than two (2) consecutive four-year terms but appointment to serve an unexpired term shall be considered a full term for this purpose only if the appointee serves as such for a period in excess of two (2) years; or

(e) To receive compensation for serving as a member the Board of Grantors, however, members of the Board of Grantors may obtain reimbursement with approval of the Authority for their actual expenses incurred while performing or participating in activities directly related to their duties and responsibilities as members of the Board of Grantors.

2.3 Term, Appointment and Removal.

2.3.1 Term. Each member of the Board of Grantors shall serve a four-year term. No member of the Board of Grantors

shall be eligible to serve more than two (2) consecutive terms. A term shall consist of more than two years of membership.

2.3.2 Qualifications. Members of the Board of Grantors must be at least twenty-five (25) years of age and must be residents of or employed within the corporate limits of the city of Midwest City for at least one (1) year prior to appointment and throughout their term. Members of the Board of Grantors should be chosen for their business or community experience but can also be chosen based upon their representation of an at-risk segment of the Midwest City community.

2.3.3 Appointment. Each Trustee shall nominate one (1) member of the Board of Grantors, which member must be confirmed by an affirmative vote of a majority of the Trustees present to be eligible to serve on the Board of Grantors. The Midwest City Chamber of Commerce shall appoint two (2) members of the Board of Grantors. The initial appointees to the Board of Grantors based on nominations of the trustees who serve as the mayor and as councilmembers for Ward 1, Ward 3 and Ward 5 of the city of Midwest City and one of the Chamber of Commerce's appointees shall serve for a period of two (2) years so that, in the future, every two (2) years approximately one-half of the Board of Grantors shall be appointed or reappointed. In the event of a vacancy on the Board of Grantors, the entity that initially appointed the member last holding the vacant office shall nominate or appoint, as appropriate, a replacement subject to confirmation by an affirmative vote of a majority of the Trustees in the case of an appointment by a Trustee.

2.3.4 Removal. Any member of the Board of Grantors may be removed by the Authority for good and sufficient cause certified by a resolution of the Authority. "Good and sufficient cause" may be defined as, but not limited to, failing to attend more than one-half of all meetings of the Board of Grantors in any period of four (4) consecutive months.

III.

DUTIES OF BOARD OF GRANTORS

3.1 Obligations of Board of Grantors and Authority.

(a) The Board of Grantors shall have the duty to:

(1) Seek, request, apply for and receive, with the permission of the Authority, grants, gifts and donations, in money, property or services, from governmental agencies, individuals, entities, corporations or organizations by gift, devise, bequest or otherwise, absolutely or in trust;

(2) Beginning no later than September 1 of each year, publicly advertise and distribute materials to governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority for any public purpose that directly benefits the Midwest City community which may include, but shall not be limited to:

- (i) Economic development;
- (ii) Education;
- (iii) Revitalization of the city of Midwest City;
- (iv) Community;
- (v) Housing;
- (vi) Safety;
- (vii) Youth and family; or
- (viii) Health;

(3) Review the grant applications received from governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority and make recommendations to the Authority no later than March 1 each year of which grant applications to fund and in what amount within the budget set by the Authority each year;

(4) Periodically evaluate community needs to assist the Board of Grantors in making its grant funding recommendations to the Authority;

(5) Make such other recommendations to the Authority as may be appropriate for the continuing benefit of the Authority and perform such other duties and have such other powers as the Authority may determine from time to time.

(b) The Authority shall have the duty to:

(1) Review the Board of Grantors's recommendations and fund those grant applications that the Authority deems the most appropriate use of its funds;

(2) Review any other recommendations made by the Board of Grantors and take appropriate action based on those recommendations; and

(3) Determine and notify the Board of Grantors, prior to September 1 of each year, of the amount of the Authority's funds available for distribution for grants.

3.2 Staff.

(a) The City Manager for the City of Midwest City shall be the general manager and administrator of the Authority. He shall assist the Board of Grantors in performing its duties and obligations to the Authority. He shall have the authority and discretion to use the services of the staff of the City of Midwest City, for which the Authority shall reimburse the City, or he may hire such other staff as he deems appropriate to meet the needs of the Authority.

(b) The City Attorney for the City of Midwest City shall be the attorney for the Authority and for the Board of Grantors. The attorney shall attend such meetings and provide such legal advice as requested by the Board of Grantors.

IV.

REPORTS TO AUTHORITY; MEETINGS OF AUTHORITY

4.1 The Board of Grantors shall make a year-end report to the Authority no later than June 30 of each year. Such year-end reports shall contain some indication of the Board of Grantors's objectives, aims and goals.

4.2 At least one member of the Board of Grantors shall attend each meeting of the Authority if requested to do so by the Authority.

V.

MEETINGS OF THE BOARD OF GRANTORS


5.1 Organization. The Board of Grantors may determine its own methods of organization and functioning, and its officers and their duties. However, any bylaws of the Board of Grantors that are approved by the Board of Grantors must be approved by the Authority prior to being effective.

5.2 Meetings. The Board of Grantors shall meet as often as it deems appropriate. Notice of the time and place of each meeting of the Board of Grantors shall be given and posted as required by the Oklahoma Open Meetings Act. Copies of the notice and agenda of meetings and supporting documents of the Board of Grantors shall be furnished to members of the Authority and to the City Attorney of the City of Midwest City.

IN WITNESS WHEREOF, the parties hereto have executed this contract in multiple counterparts, each of which constitutes one and the same contract, to be effective as of July 1, 1998.

DATED this 28th day of July, 1998.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY


Chairman

ATTEST:



Secretary

MEMBERS OF THE TRUST BOARD OF
GRANTORS

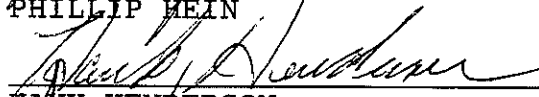
8/04/98
Date


KEITH BEACHLER

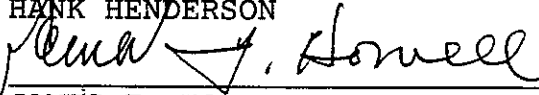
8/04/98
Date


PHILLIP HEIN


8/04/98
Date


HANK HENDERSON

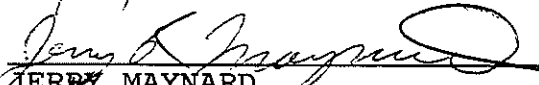
8/04/98
Date


JAMES F. HOWELL

8/04/98
Date


MARY KALBERT

8/04/98
Date


JERRY MAYNARD


8/04/98
Date


SMOKEY MCKINNEY


8/04/98
Date


JOHNNY MORGAN

8/04/98
Date


C. W. SNYDER

APPROVED AS TO FORM AND LEGALITY this 4th day of
August, 1998.


City Attorney



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 732-2281 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson
*General Manager/
Administrator*

Trustees

Jerry Maynard
Turner Mann
Ruth Cain
James Ray
Michael Pung
Richard Rice
Russell Smith

Board of Grantors

Andrew J. Johns
Lynn Nelson
Tommy Melton
Ray Hardin
Beverly Young
Brenda Bodenheimer
Steve Coleman
Dara McGlamery
Pam Hall

MEMORANDUM

TO: Honorable Hospital Authority Chairman and Trustees
Honorable Board of Grantors Chairman and Members

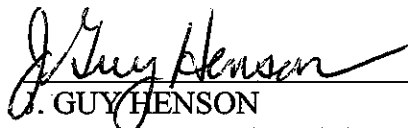
FROM: J. Guy Henson, General Manager/Administrator

DATE: April 8, 2008

RE: Discussion and consideration of amending the Operating Contract;
the Bylaws of the Trust Board of Grantors; and/or the Policies and
Procedures of the Trust Board of Grantors

This meeting was called to provide both the Hospital Authority trustees and the members of the Board of Grantors the opportunity to discuss any concerns or issues either body may have with the terms and conditions of the Operating Contract, the Board's Bylaws and/or the Board's Policies and Procedures. Several issues have been raised in the past, such as the definition of "community" as it pertains to grant applications; the eligibility requirements for grant applications; the grant application process; and the City's eligibility to apply for grant funds, that I thought all of you might want to discuss as a group.

Action is at your discretion.



J. GUY HENSON
General Manager/Administrator

Attachments (4):

Amended and Restated Trust Indenture
Operating Contract
Bylaws
Policies and Procedures

BYLAWS
OF
THE TRUST BOARD OF GRANTORS

PREAMBLE

For the purpose of these bylaws, the words "Board of Grantors" shall mean the Trust Board of Grantors and the word the "Authority" shall mean the Midwest City Memorial Hospital Authority.

Membership on the Board of Grantors carries with it a responsibility that makes it obligatory for each member of the Board of Grantors to perform the duties involved as conscientiously and as efficiently as possible.

The members of the Board of Grantors are appointed by the Authority and the Midwest City Chamber of Commerce, and shall perform their obligations and duties in accordance with the rules, regulations and procedures established by the Authority.

The Mission Statement governing the Board of Grantors when considering grant applications shall be to preserve, endow and support the betterment of the community of Midwest City.

ARTICLE I

OFFICERS OF THE BOARD OF GRANTORS

As soon as practicable after the initial Board of Grantors is appointed, and annually thereafter, the Board of Grantors shall meet and elect from among its members a chairman, a vice-chairman and a secretary/treasurer. No member of the Board of Grantors may serve more than two (2) consecutive one-year terms in any one office.

The chairman shall preside at all meetings and shall be an ex-officio member of all committees. S/he shall sign all official documents approved by the Board of Grantors.

The vice-chairman shall preside at all meetings and perform all other duties of the chairman when the chairman is absent or otherwise unable or unwilling to perform the duties of chairman. When acting as the chairman in the absence, inability or unwillingness of the chairman to act, the vice-chairman shall have all of the powers and authority of the chairman.

The secretary/treasurer shall keep the minutes and proceedings of all meetings of the Board of Grantors. The secretary/treasurer shall also be the custodian of all correspondence, reports and records of the Board of Grantors. The

secretary/treasurer is also responsible for the proper accounting of the recommendations to the Authority for the disbursement of grant funds.

ARTICLE II

COMMITTEES

Committees of the Board of Grantors shall be standing or special committees. Committees shall be created as necessary by a majority vote of the Board of Grantors.

ARTICLE III

MEETINGS OF THE BOARD OF GRANTORS

The fiscal year of the Board of Grantors shall be from July 1 through June 30. The Board of Grantors shall hold meetings as needed to accomplish its mission. Notice of the time and place of the Board of Grantors's regular meetings shall be made in writing by December 15 of each year to the Midwest City City Clerk indicating the date, time and place for each regular meeting for the following calendar year. Public notice of each meeting shall be filed and posted as required by the Oklahoma Open Meetings Act. Copies of the notice and agenda of meetings of the Board of Grantors and supporting documents shall be furnished to members of the Authority and to the attorney for the Board of Grantors and the Authority. A quorum of a majority of the members of the Board of Grantors must be present at any meeting for the Board of Grantors to conduct any business. Approval of an action shall require the affirmative vote of a majority of the members of the Board of Grantors present at a meeting at which a quorum is present. Members of the Board of Grantors may be subject to removal if they are absent from more than one-half of all of the meetings held by the Board of Grantors in any consecutive four-month period.

Special meetings may be called as necessary to carry out the purposes of the Board of Grantors. Special meetings may be called by the chairman or by written request to the secretary/treasurer of a majority of the members of the Board of Grantors. Notice of such special meeting shall be given to all members of the Board of Grantors.

The following is a suggested agenda for the Board of Grantors:

1. Call to order
2. Approval of minutes of previous meetings
3. Old business

4. New business
5. Reports of officers and committees
6. Communications
7. Other business.

IV.

DUTIES OF THE BOARD OF GRANTORS

The Board of Grantors shall have the duty to:

(a) Seek, request, apply for and receive, with the permission of the Authority, grants, gifts and donations, in money, property or services, from governmental agencies, individuals, entities, corporations or organizations by gift, devise, bequest or otherwise, absolutely or in trust;

(b) Beginning no later than September 1 of each year, publicly advertise and distribute materials to governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority for any public purpose that directly benefits the Midwest City community which may include, but shall not be limited to:

- (1) Economic development;
- (2) Education;
- (3) Revitalization of the city of Midwest City;
- (4) Community;
- (5) Housing;
- (6) Safety;
- (7) Youth and family; or
- (8) Health;

(c) Review the grant applications received from governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority and make recommendations to the Authority no later than March 1 each year of which grant applica-

tions to fund and in what amount within the budget set by the Authority each year;

(d) Periodically evaluate community needs to assist the Board of Grantors in making its grant funding recommendations to the Authority;

(e) Make such other recommendations to the Authority as may be appropriate for the continuing benefit of the Authority and perform such other duties and have such other powers as the Authority may determine from time to time; and

(f) Disclose any and all relationships that any member of the Board of Grantors has or may have with any governmental agency, individual, entity, corporation or organization that applies for a grant from the Authority. This duty also applies to each member of the Board of Grantors requiring that s/he disclose to the Board of Grantors any and all relationships s/he has or may have with any governmental agency, individual, entity, corporation or organization prior to the Board of Grantors's consideration of any grant application from a governmental agency, individual, entity, corporation or organization with which any member of the Board of Grantors has or may have a relationship of any kind or description.

V.

STAFF

The City Manager for the City of Midwest City shall be the general manager and administrator of the Authority. He shall assist the Board of Grantors in performing its duties and obligations to the Authority. He shall have the authority and discretion to use the services of the staff of the City of Midwest City, for which the Authority shall reimburse the City, or he may hire such other staff as he deems appropriate to meet the needs of the Authority. The Board of Grantors may adopt policies and procedures. These policies and procedures should guide the staff in its implementation of the Board of Grantors's duties and obligations to the Authority.

VI.

REPORTS TO, MEETINGS OF AUTHORITY

The Board of Grantors shall make a year-end report to the Authority no later than June 30 of each year. Such year-end reports shall contain some indication of the Board of Grantors's objectives, aims and goals.

At least one member of the Board of Grantors shall attend each meeting of the Authority if requested to do so by the Authority.

VII.

APPLICATIONS FOR GRANT FUNDS

(1) All applications for grant funds, to be eligible for consideration by the Board of Grantors, must contain the following information and such other information as the Board of Grantors may request:

(a) Name, address and telephone number of the applicant and the name of a specific contact person who shall represent the applicant during the application process;

(b) A specific description of for what the grant funds, if received, will be used; and

(c) A specific description of how the use of the grant funds, if received, will benefit the Midwest City community.

(2) All applications shall be reviewed and receive equal consideration regardless of the applicant's race, creed, color, religion, sex, handicap or national origin.

VIII.

INDEMNIFICATION OF THE BOARD OF GRANTORS

Every person who is now or shall be a member of the Board of Grantors in the future shall be indemnified by the Authority against all costs and expenses, including attorneys' fees, actually and necessarily incurred by or imposed upon any member in connection with or resulting from any action, suit or proceeding of whatever nature to which such member is or shall be made a party by reason of being or having been a member of the Board of Grantors, whether or not such member holds that position at the time the member is made a party to such action, suit or proceeding or at the time such costs or expenses are incurred or imposed. The Authority shall not, however, indemnify any member of the Board of Grantors in any action, suit or proceeding when it has been determined that the member acted outside the scope of the member's duties as a member of the Board of Grantors.

IX.

AMENDMENTS TO BYLAWS

These bylaws may be amended after notice is given at any regular meeting of the Board of Grantors. At the next meeting following the meeting at which notice that the bylaws would be amended was provided, a two-thirds (2/3) majority of the members of the Board of Grantors present shall be required for adoption of the amendment. An amendment shall be effective upon its approval by the Authority.

X.

ADOPTION OF BYLAWS

These bylaws may be adopted at any meeting of the Board of Grantors and shall become effective when approved by the Board of Grantors and the Authority. In the event any of these bylaws shall be in conflict with the Amended and Restated Trust Indenture or the Operating Contract between the Authority and the Board of Grantors, the Amended and Restated Trust Indenture and the Operating Contract shall prevail over these bylaws.

THESE BYLAWS WERE PASSED, APPROVED AND ADOPTED by the Board of Grantors on the 7th day of July, 1998, and approved by the Authority on the 14th day of July, 1998.

TRUST BOARD OF GRANTORS

Robert J. Howell
Chairman

ATTEST:

Mary Karpent
Secretary/Treasurer

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY


Eddie O. Reed
Eddie O. Reed, Chairman

ATTEST:

Tommy Melton
Tommy Melton, Secretary

1998.

APPROVED AS TO FORM AND LEGALITY this 14th day of July,


City Attorney

POLICIES AND PROCEDURES OF
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
TRUST BOARD OF GRANTORS

DEFINITIONS:

Authority: The Midwest City Memorial Hospital Authority, a public trust, or, interchangeably, the trustees of that trust.

Board of Grantors or Board: The Trust Board of Grantors of the Authority or, interchangeably, the members of that board.

Policy: A basic principle by which the Board of Grantors guides its affairs and organization.

Procedure: An established method or manner by which the bylaws and policies of the Board of Grantors is implemented.

A. POLICIES

ADMINISTRATION:

(1) Purposes and objectives of the Board of Grantors:
The purposes and objectives of the Board of Grantors are to:

- (a) Seek, request, apply for and receive grants, gifts and donations;
- (b) Advertise and distribute materials to members of the public seeking a grant from the Authority;
- (c) Review the returned completed grant applications from members of the public seeking a grant from the Authority; and
- (d) Make recommendations to the Authority, within the funding limits set by the Authority each year, as to which grant applications should be funded.

(2) Duties and responsibilities of the Board officers:

Chairman: Preside at all meetings; be an ex-officio member of all committees; and sign all official documents approved by the Board of Grantors;

Vice-Chairman: Preside at all meetings; perform the duties of the chairman when the chairman is absent or unwilling to perform the duties of the chairman; and, when acting as the chairman, have all the powers and authority of the chairman.

Secretary/treasurer: Keep the minutes and proceedings of all meetings of the Board of Grantors; be the custodian of all correspondence, reports and records; and be responsible for the proper accounting of the disbursement of grant funds.

(3) Meetings: Prior to December 15 of each year a list of all of the dates and times of all of the regular meetings of the Board of Grantors for the next calendar year shall be forwarded to the Authority and the city clerk for the City of Midwest City. The Board of Grantors and all of its committees shall comply with the Oklahoma Open Meetings Act, as it may be amended from time to time.

(4) Equal opportunity statement: No employee of the Authority or grant applicant will be discriminated against because of race, color, creed, sex, age, religion, physical handicap or national origin.

B. PROCEDURES

(1) Board of Grantors: Seven (7) members of the Board of Grantors are appointed by the Authority and two (2) by the Midwest City Chamber of Commerce. The Board members shall elect a chairman, a vice-chairman and a secretary/treasurer.

(2) Committees: There shall be two types of committees of the Board of Grantors: standing and special. Committees shall be created as necessary by the chairman or by a majority vote of the Board of Grantors.

(3) Meetings: Unless otherwise indicated on the agenda, all meetings of the Board of Grantors will convene in the second floor conference room at Midwest City City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma. All dates, times and places of all committee meetings shall be given to the Secretary of the Authority at least 72 hours prior to each meeting. Special meetings of the Board of Grantors can be called on an as-needed basis as determined by the chairman or by a majority of the Board of Grantors. The Board of Grantors and all of its committees shall comply with the Oklahoma Open Meetings Act, as it may be amended from time to time.

(4) Duties of the Board of Grantors:

- (a) To seek, request, apply for and receive grants, gifts and donations to be administered by the Authority with the assistance of the Board of Grantors;
- (b) To review applications for the disbursement of grant monies ensuring that the applications comply with the Authority's objectives and the guidelines of the Operating Agreement between the Authority and the Board of Grantors. The following guidelines shall be used in the evaluation of each application:
 - (i) The primary and foremost consideration of the benefit to the community shall be the final determination whether to fund grant applications.
 - (ii) Each application will be individually reviewed and evaluated by each Board member uniformly and without bias prior to the ranking meeting. Each Board member shall complete evaluation forms that have a numerical weight to each area of the application for each application prior to the ranking meeting.
 - (iii) If there is an application that is illegible or that a Board member cannot understand, he/she shall seek advice of counsel prior to evaluating or abstain from evaluating that application. Any Board member that discovers he/she has a potential conflict of interest pertaining to any grant application must inform the Board of Grantors of that conflict and should abstain from evaluating that application.
- (c) To rate the submitted grant applications on a competitive basis using the following criteria:
 - (i) Need for the project in the community of Midwest City, Oklahoma;
 - (ii) Project description and specific plans for implementation and use of grant funds;

- (iii) Number of citizens or visitors that the project would benefit in the community;
 - (iv) Positive impact the project would have in the community; and
 - (v) Plans for project evaluation objectives;
- (d) Periodically conduct a community analysis and submit a report to the Authority as to the needs of the community. This can be a committee project and reviewed annually;
 - (e) Send to the Authority by March 1 of each year a ranking list of those grant applications that meet the guidelines; and
 - (f) Make recommendations to the Authority as may be appropriate for the benefit of the Authority, and perform such duties and have such other powers as the Authority may determine from time to time.

(5) Rating of grant applications: After each Board member has read all of the grant applications and completed an evaluation form for each with rating numbers, all sections of the evaluation form will be added together to determine that Board member's point total for each grant application. All of the Board members' point totals for each grant application will be added together and divided by the total number of evaluating Board members. This number then becomes the ranking number for that grant application. This procedure continues until all grant applications are evaluated and ranked from the highest to lowest. If clarification of a grant application or a project is needed, this can be accomplished by a visit by or to the Board of Grantors or by written clarification submitted by an applicant of specific areas of a grant application or a project at the sole and exclusive discretion of the Board of Grantors.

(6) Grant limitations: Only one application will be considered if two or more identical applications are submitted. No identical grant will be funded in subsequent years but multi-year grant applications will be considered. All grant applications must be double spaced and typewritten or printed in black ink, and must be received by the Secretary of the Authority prior to 5:00 p.m. on the designated deadline to qualify for consideration for funding by the Board of Grantors.

(7) Annual review: These procedures shall be reviewed annually or as directed by the chairman of the Board of Grantors or of the Authority.

(8) Attendance at Authority meetings: At least one member of the Board of Grantors shall attend meetings of the Authority when requested to do so by the Authority.

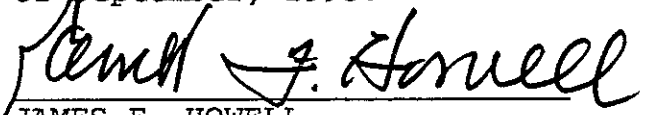
C. REPORTS TO THE AUTHORITY

(1) Ranking report: The Board of Grantors shall prepare and submit to the Authority a report ranking those grant applications with the highest total point averages as its recommendations as to which grant applications should be funded. At no time shall the funding recommendations of the Board of Grantors exceed the funding limits identified by the Authority no later than September 1 of each year as being available for distribution as grants.

(2) Year-end report: The Board of Grantors shall make a year-end report to the Authority no later than June 30 of each year. The year-end report will contain some indication of the objectives, aims and goals of the Board of Grantors.

(3) Budget: The Board of Grantors shall submit a budget of its intended expenditures for the following fiscal year to the Authority before May 1 of each year. This budget will be prepared by the Authority's Secretary and approved by the Board of Grantors prior to submission for the Authority's approval.

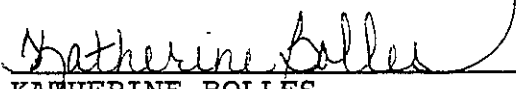
THESE POLICIES AND PROCEDURES were passed and approved by the Trust Board of Grantors of the Midwest City Memorial Hospital Authority on the 10th day of September, 1998.


JAMES F. HOWELL
Chairman

ATTEST:


MARY KALBERT
Secretary/Treasurer

APPROVED AS TO FORM AND LEGALITY this 10th day of September, 1998.


KATHERINE BOLLES
Attorney for the Trust Board
of Grantors

FIRST AMENDMENT TO
AMENDED AND RESTATED TRUST INDENTURE OF THE
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

WHEREAS, on April 8th, 1998, that certain "Amended and Restated Trust Indenture" (hereinafter, the "Amended Trust Indenture") of the Midwest City Memorial Hospital Authority (hereinafter, the "Authority") was adopted amending the original Trust Indenture of the Authority dated July 1st, 1961, for the use and benefit of the City of Midwest City, Oklahoma (the "Beneficiary"); and

WHEREAS, the City Council of the Beneficiary and the Trustees of the Authority now desire to amend said Amended Trust Indenture to clarify the purposes for which the Authority may act, and the powers it may utilize in doing so.

NOW, THEREFORE, pursuant to the authority of the Trustees of the Authority and the City Council of the Beneficiary, and with the consent of the Trustor, the Midwest City Chamber of Commerce, the Amended Trust Indenture is hereby amended, as follows:

SECTION 1. Paragraph 1(f) of Article III of said Amended Trust Indenture is hereby amended in its entirety, to read as follows:

"(f) To perform any other authorized and proper essential governmental function or act permitted by law to be performed by public trusts in the State of Oklahoma, including without limitation, to assist the Beneficiary, the United States, the State of Oklahoma, its municipalities, agencies, private entities and citizens in (i) promoting economic and community development, within and without the territorial limits of the City; (ii) developing additional employment which will benefit and strengthen the economy of the City; (iii) developing or redeveloping areas determined by the Beneficiary to be unproductive, undeveloped, underdeveloped or blighted; (iv) fostering an improved economic climate within the Beneficiary; and (v) otherwise promoting the general welfare and prosperity of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources; and without restriction, in furtherance of the foregoing general objectives, to utilize the following specific powers or purposes, to-wit:

(1) by promoting, financing and developing any and all public works projects or facilities of any type or description including, but not limited to, those for water, sewer, solid waste, natural gas or other public utilities of any type or description;

(2) by promoting, financing and developing commercial and industrial projects or facilities including, without limitation, offices, warehouses, retail and wholesale marketing facilities, motel and hotel establishments and restaurants; and

(3) by promoting financing and developing recreational, sports, cultural, tourism, entertainment and communication media projects or facilities.

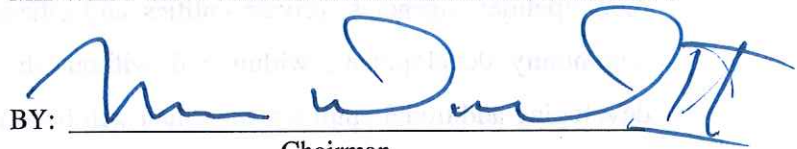
SECTION 2. A new Paragraph 4 shall be added to Article VII of said Amended Trust Indenture which shall read, in its entirety, as follows:

(4) The Trustees hereof shall further have the right, power, duty, authority, discretion and privilege to exercise, for the benefit of the Beneficiary, those powers (including the power of eminent domain) as authorized by the economic, industrial or community development statutes of the State of Oklahoma, including, without limitation, the Local Development Act, the Local Industrial Development Act, and the Neighborhood Redevelopment Act, all as may be amended and supplemented from time to time.

The foregoing First Amendment to Amended and Restated Trust Indenture was approved by the Trustees of the Midwest City Memorial Hospital Authority on the ___ day of April, 2017.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

BY: _____



Chairman

(SEAL)
ATTEST:

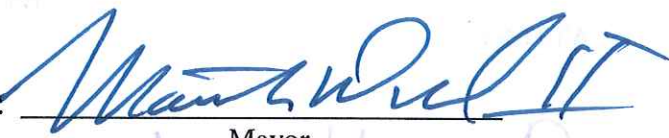


Secretary

ACCEPTANCE OF BENEFICIAL INTEREST

Pursuant to Resolution No. 2017-14 duly adopted by its City Council, the City of Midwest City, Oklahoma, hereby accepts the beneficial interest in the trust created by the within and foregoing Amended and Restated Trust Indenture, as modified by that certain "First Amendment to Amended and Restated Trust Indenture", in all respects in accordance with the terms of said Amended and Restated Trust Indenture.


CITY OF MIDWEST CITY, OKLAHOMA

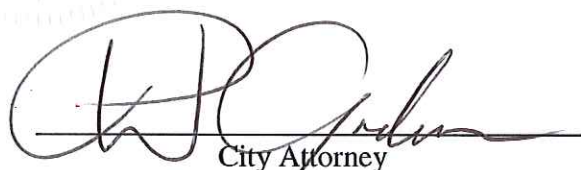
BY: 
Mayor

ATTEST:


City Clerk

(SEAL)

Approved as to form and legality this 20th day of April, 2017.



City Attorney

The foregoing First Amendment to Amended and Restated Trust Indenture was approved by the City Council of the City of Midwest City, Oklahoma on the ___ day of April, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

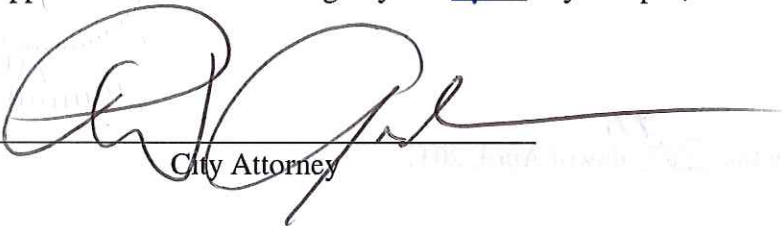
BY: 
Mayor

ATTEST:


City Clerk

(SEAL)

Approved as to form and legality this 20 day of April, 2017.


City Attorney

The foregoing First Amendment to Amended and Restated Trust Indenture was approved by the Board of Directors of the Midwest City Chamber of Commerce on the 18th day of April, 2017.

BY: * 
President

ATTEST:


Secretary

Midwest City Chamber of Commerce
Executive Board of Directors Meeting Minutes
April 17, 2017

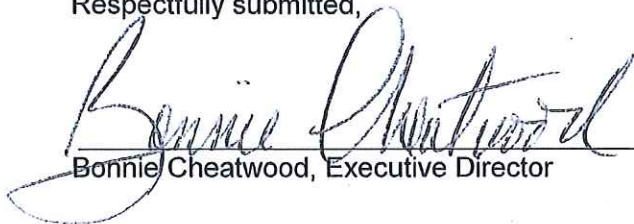
The Midwest City Chamber of Commerce Executive Board met at the Chamber office. The meeting was called to order at 1:35 p.m. Present: President Danita Rose, President-Elect Cliff Aldridge, James Finch, Dr. Jeanie Webb, Mike Kloiber, Wade Moore, Bonnie Cheatwood, City Manager Guy Henson, Economic Development Director Robert Coleman, and the City's legal counsel Dan McMahan. Not present: Randy Smith and Pam Teply.

FIRST AMENDMENT TO THE AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY: The Midwest City Chamber is Trustor of the Authority, The City Council are the Trustees, and the City is the Beneficiaries. The City Council of the Beneficiary and the Trustee of the Authority is performing a house keeping measure that updates the Trust Indenture as it relates to Economic and Community Development permitted by State Law. The amendment will allow for future economic development projects to promote and foster the general welfare and prosperity of the Beneficiaries. City Manager Guy Henson presented the amendment.

Because of a time sensitive project and the need for a special Council Meeting to be called on Thursday, April 20, 2017, a recommendation was made by Executive Board Member M. Kloiber for a call for a vote electronically by the entire active Board of Directors.

Action: The motion was made by M. Kloiber and seconded by J. Finch to approve the First Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority. Motion carried.

Respectfully submitted,



Bonnie Cheatwood, Executive Director

4-18-17

Date Approved

MINUTES OF THE BOARD OF DIRECTORS
REGULAR MEETING
APRIL 17, 2013

The meeting was held at the Board of Directors' meeting room, 1100 South Main Street, Suite 1000, Denver, Colorado 80202. The meeting was held on April 17, 2013 at 10:00 AM. The following members were present: Board Chair, Board Members, and Board Staff. The meeting was held in compliance with the provisions of the Open Meetings Act.

APPROVAL OF THE MINUTES OF THE BOARD OF DIRECTORS
REGULAR MEETING HELD ON APRIL 10, 2013

The minutes of the Board of Directors' regular meeting held on April 10, 2013 were read and approved as presented.

The motion was seconded by Board Member [Name] and carried by a vote of 7-0.

Board Chair, [Signature]
 Board Member, [Signature]
 Board Member, [Signature]
 Board Member, [Signature]

Midwest City Chamber of Commerce
Board of Directors Meeting Minutes
April 18, 2017

The Midwest City Chamber of Commerce Active Board of Directors were presented the following information electronically at the request of the Executive Board, who met at the Chamber office on April 17, 2017.

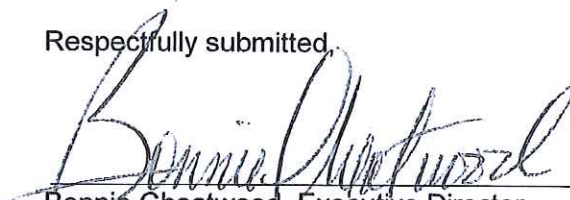
Present at the Executive Board meeting: President Danita Rose, President-Elect Cliff Aldridge, James Finch, Dr. Jeanie Webb, Mike Kloiber, Wade Moore, Bonnie Cheatwood, City Manager Guy Henson, Economic Development Director Robert Coleman, and the City's legal counsel Dan McMahan. Not present: Randy Smith and Pam Teply. City Manager Guy Henson presented the amendment.

The Midwest City Chamber is Trustor of the Authority, The City Council are the Trustees, and the City is the Beneficiaries. The City Council of the Beneficiary and the Trustee of the Authority is performing a house keeping measure that updates the Trust Indenture as is relates to Economic and Community Development permitted by State Law. The amendment will allow for future economic development projects to promote and foster the general welfare and prosperity of the Beneficiaries.

See attached amendment.

Action: The motion was made by J. Chappel and seconded by R. Epley to approve the First Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority. Motion carried.

Respectfully submitted,



Bonnie Cheatwood, Executive Director

4-18-17

Date Approved

Annual Report 2017
2017 Annual Report

The Board of Directors is pleased to present to you the 2017 Annual Report of the Corporation. This report provides an overview of the Corporation's performance during the year ended December 31, 2017.

During the year, the Corporation has achieved significant milestones, including the successful completion of our strategic initiatives and the implementation of our new business model. We have also strengthened our financial position and improved our operational efficiency.

The Board of Directors is committed to the long-term success of the Corporation and to the interests of our shareholders. We will continue to focus on driving growth, innovation, and operational excellence in the years ahead.

Respectfully,
The Board of Directors

Chairman of the Board
Chief Executive Officer

2017 Annual Report

2017 Annual Report