

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is executed effective as of this 7<sup>th</sup> day of October, 2025, (the "Effective Date"), by and between McAlester Regional Health Center Authority, an Oklahoma public trust ("Landlord") and OU Medicine, Inc., an Oklahoma not for profit corporation, d/b/a OU Health ("Tenant").

### PREAMBLE

Landlord currently owns the Leased Premises (defined below). The Leased Premises is currently undergoing renovations, and it is the intent of the Landlord and Tenant that this Lease shall commence following the completion of such renovations.

Landlord hereby desires to lease the Leased Premises to Tenant to be used in connection with the operation of a medical oncology clinic, and Tenant hereby desires to lease the Leased Premises from Landlord. Tenant will own and operate the medical oncology clinic located on the Leased Premises but shall have no ownership interest in the Leased Premises, which shall remain the sole property of Landlord.

### ARTICLE 1- LEASE OF PREMISES

#### Section 1.01 Basic Lease Provisions and Definitions.

(a) Leased Premises: Suite No. \_\_\_\_\_, containing approximately 7,569 square feet of office/clinic space in the building presently commonly known as McAlester Regional Health Cancer Center (the "Building"), having an address of 901 N. Strong Blvd, McAlester, OK 74501. The location of the Leased Premises is outlined on the plan attached to the Lease as Exhibit A hereto and made a part hereof. The land on which the Building is located (the "Land") is described on Exhibit B hereto and made a part hereof.

(b) Base Rent: Base Rent shall mean the minimum amount of rent due hereunder during the Lease Term for the Leased Premises, which shall be \$17,345 per month. Base Rent represents the fair market value per square foot of the Leased Premises as determined by a licensed valuation professional with experience valuing leases for medical use similar to the Permitted Use operating within a hospital facility, who has been selected by the mutual agreement of the parties.

(c) Common Areas: Common Areas shall mean all parts of the Building and Land intended for the common use of all invitees, patients, and occupants, including, halls, lobbies, courtyards, elevators, stairs, community rooms, restrooms, parking areas, sidewalks, and landscaped areas.

(d) Commencement Date: November 1, 2025

(e) Expiration Date: October 31, 2030\_

(f) Lease Term: The period beginning on the Commencement Date and expiring on the Expiration Date, subject to the early termination or extension as contemplated herein.

(g) Security Deposit: None.

(h) Broker: None.

(i) Permitted Use: For use by Tenant, under Tenant's trade name, of the provider-based medical oncology clinic for outpatient office visits, radiation therapy, imaging services, and uses ancillary thereto, subject to the terms and conditions of this Lease. Landlord agrees that Tenant shall be the sole provider of medical oncology services in the Building and on the Land, and Tenant shall have the exclusive use to operate a medical oncology clinic and radiation therapy and imaging services in the Building and on the Land. Landlord covenants and agrees that Landlord will not enter into a lease or other occupancy agreement or otherwise permit any other space within the Building or on the Land to be used as a medical oncology clinic and or to provide radiation therapy and imaging services.

(j) Address for notices and payments are as follows:

Landlord: McAlester Regional Health Center Authority  
1 Clark Bass Blvd.  
McAlester, OK 74501  
Attn: President & CEO

Tenant: OU Medicine, Inc. d/b/a OU Health  
OU Children's Physician Building  
1200 Children's Avenue  
Oklahoma City, OK 73104  
Attn: Chief Executive Officer

With a copy to: OU Health  
Office of Legal Counsel  
1200 Children's Avenue, 11<sup>th</sup> Floor  
Oklahoma City, Oklahoma 73104  
Attn: Chief Legal Officer

and

Center for Economic Development Law  
301 N. Harvey Ave., Suite 200  
Oklahoma City, OK 73102  
Attn: Lisa M. Harden, Esq.

#### EXHIBITS

- Exhibit A: Leased Premises
- Exhibit B: Legal Description of the Land
- Exhibit C: Permitted Encumbrances

**Section 1.02**      **Lease Grant.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises, together with all easements, rights and appurtenances relating thereto, and subject to all covenants, conditions, restrictions, easements, rights-of-way and other matters of record affecting the Leased Premises, Building or Land. The use and occupancy by Tenant of the Leased Premises shall include the use in common with all others to whom have been or may hereafter be granted rights, from time to time, to use the Common Areas and of such other facilities as may be designated from time to time. Subject to the terms and conditions of this Lease, Tenant may peacefully have, hold, occupy, and enjoy the Leased Premises throughout the Lease Term without interference by Landlord or any agent, representative or employee or other person or entity acting on behalf of Landlord.

## **ARTICLE 2 - TERM AND POSSESSION**

**Section 2.01**      **Lease Term.** The Lease Term shall commence upon the Commencement Date. Initial term shall be for five (5) years.

**Section 2.02**      **Extension of Lease Term** The Lease shall automatically renew for one, five (5) year term, unless either party provides written notice to the other party at least one hundred twenty (120) days prior to the end of the then-current Lease Term.

**Section 2.03**      **Surrender of the Leased Premises.** Upon the expiration or earlier termination of this Lease, Tenant shall (a) surrender the Leased Premises to Landlord in as good a condition, reasonable wear and tear excepted, (b) remove from the Leased Premises or where located (i) Tenant's Property (as defined in Section 8.01 below), and (ii) all data and communications equipment, wiring and cabling (including above ceiling, below raised floors and behind walls), but only to the extent such constitutes Tenant's Property. All of Tenant's Property that is not removed within sixty (60) days following the expiration or earlier termination of this Lease shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of Tenant's Property, at Tenant's sole cost and expense, without incurring any liability to Tenant. This Section 2.03 shall survive the expiration or any earlier termination of this Lease.

**Section 2.04**      **Early Access.** Subject to the terms and conditions set forth herein, beginning on October 10, 2025, Tenant or any authorized agent of Tenant may enter onto the Leased Premises for the purpose of installing furniture, fixtures, equipment, and otherwise preparing the Leased Premises for occupancy ("Early Access"). In exercising the rights granted herein, Tenant shall not interfere with the ongoing construction on the Leased Premises or interfere with the use or operation of any adjoining parcels of Landlord. Tenant shall not bring onto the Leased Premises any material which would be in violation of any applicable environmental law, rule, ordinance or regulation. During the Early Access period, Landlord may have a representative present at any time that Tenant or its representative is on the Leased Premises. Prior to any entry on the Land, Tenant shall provide to Landlord evidence of the following insurance: (i) comprehensive commercial general liability insurance for personal injury (including wrongful death) and damage to property covering any occurrence on the Leased Premises and any act or omission by Tenant, its agents, employees, contractors, subcontractors and invitees (with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence and \$3,000,000.00 in the

aggregate); and (ii) employers' liability insurance (and workers compensation, if required) in accordance with applicable state law. The liability policy shall contain an endorsement naming Landlord as an additional insured, and shall require at least thirty (30) days' prior written notice to Landlord of any material change, non-renewal or cancellation of any such policy. As additional consideration of Landlord granting Early Access, Tenant hereby indemnifies and holds Landlord and Landlord's officers, members, directors, employees and affiliates harmless from and against all costs, loss, claim, damage or expense, including reasonable attorney's fees, arising out of any loss of life or personal injury or property loss or damage whatsoever which, directly or indirectly, results from, or is connected to the undertakings of Tenant's Early Access hereunder. This provision and the obligations hereunder shall survive any termination of this Agreement. All work done in exercising Tenant's right of Early Access shall be done at Tenant's sole expense, and Tenant hereby indemnifies and holds Landlord harmless from and against any lien which may be placed, filed, or threatened on or against the Leased Premises resulting or occurring by reason of Tenant's Early Access.

### ARTICLE 3 - RENT

Section 3.01 Base Rent. During the Lease Term, Tenant will pay to Landlord the Base Rent. Base Rent shall be payable in equal monthly installments (the "Monthly Rental Installments"), in advance, without demand, deduction or offset, on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term, except to the extent set forth in this Lease. If the Commencement Date is a date other than the first day of a month, or if the Expiration Date is a date other than the last day of a month, the Monthly Rental Installment for the month in which such date occurs will be prorated. Tenant shall be responsible for delivering the Monthly Rental Installments to the payment address set forth in Section 1.01(j) above in accordance with this Section 3.01. The parties agree the Base Rent established in this Lease complies with the regulations set forth in 42 C.F.R. §411.351 and related applicable sections of the code. If any Monthly Rental Installment is not received by Landlord within ten (10) days after the date due, then, without limitation of Landlord's other rights and remedies, Tenant shall pay to Landlord a late payment charge equal to five percent (5%) of the amount due and unpaid.

Section 3.02 "Real Estate Taxes" shall mean any form of real estate tax or assessment or service payments in lieu thereof or water or sewer tax or charges, any state franchise taxes assessed on tangible property, and any license fee, commercial rental tax, improvement bond, charges in connection with an improvement district or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Building, Land, or Common Areas, or against Landlord's business of leasing the Building, by any authority having the power to so charge or tax, excluding: the costs and expenses of contesting the validity or amount of the Real Estate Taxes, and the cost of creating separate tax parcels or the cost of replatting in connection therewith, which costs shall be borne solely by the Landlord.

Both Landlord and Tenant are entitled to claim an exemption from Real Estate Taxes. Therefore, Real Estate Taxes shall not be included as Additional Rent. For so long as Tenant is entitled to an exemption from Real Estate Taxes for any reason, whether such exemption is premised on the governmental nature of Landlord, or the Tenant's tax-exempt status, Tenant shall have no responsibility for payment of Real Estate Taxes. Both Landlord and Tenant shall

use commercially reasonable efforts to ensure the Building, Land, and Leased Premises remain exempt from Real Estate Taxes, based on exemptions that may be available due to Landlord's governmental or Tenant's charitable, tax-exempt status. In the event Real Estate Taxes are assessed on the Building, Land, or Leased Premises, and there is no applicable exemption, Landlord shall, and Tenant may, take all such actions required to obtain any exemptions from ad valorem taxation that may be available to Landlord and Tenant. Furthermore, Tenant shall not be required or obligated to pay any taxes now or hereafter levied, assessed, imposed or charged against the Building or Land, or any portion thereof, or to Landlord based on the rental paid or other benefits conferred to Landlord hereunder, including any income, franchise, excise, gross receipts, sales, or transaction privilege taxes.

**Section 3.03**      **Payment of Additional Rent.** Any amount required to be paid by Tenant hereunder (other than Base Rent) and any charges or expenses incurred by Landlord which are not required to be provided or furnished by Landlord under this Lease, shall be considered "Additional Rent" payable in the same manner and upon the same terms and conditions as the Base Rent hereunder, except as set forth herein to the contrary. Base Rent and Additional Rent are sometimes referred to herein, collectively, as "Rent."

**Section 3.04**      **Utilities.** Tenant shall pay when due all charges for all public or private utility services including, but not limited to, water, sewer, gas, light, heat and air conditioning, telephone, electricity, cable television, trash removal, power and other utility and communications services (all or any one of which hereinafter referred to as "Charges") that are rendered or become due and payable with respect to the Leased Premises at any time during the Lease Term. All utilities that support the Leased Premises will be separately metered and will be the responsibility of the Tenant.

#### **ARTICLE 4- DELIVERY OF LEASED PREMISES**

**Section 4.01**      Landlord shall, at its expense, deliver possession of the Leased Premises to Tenant on the Commencement Date in occupancy-ready condition, at no expense to Tenant.

#### **ARTICLE 5- OCCUPANCY AND USE**

**Section 5.01**      **Use.** Tenant shall use the Leased Premises for the Permitted Use and for no other purpose without the prior written consent of Landlord.

**Section 5.02**      **Covenants of Tenant Regarding Use.**

(a) Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with all covenants and restrictions that encumber the Building and all applicable laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force (collectively, the "Laws"), including, without limitation, those Laws which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, and (iii) comply with and obey the rules and regulations of Landlord, that will be provided to Tenant, as such rules and regulations may be reasonably adopted from time to time

by Landlord. Landlord shall provide 60 days notice of any rules or regulations changes prior to the changes becoming effective. In the event of a conflict between the rules and regulations and the provisions of this Lease, the provisions of this Lease shall govern and control.

(b) Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (i) invalidate any policy of insurance now or hereafter carried by Landlord on the Building, or (ii) increase the rate of premiums payable on any such insurance policy.

(c) Tenant agrees to maintain or cause to be maintained at all times, at its sole cost and expense, all requisite permits and/or licenses required in connection with its use of the Leased Premises. Tenant covenants and agrees not to suffer, allow or permit any offensive or obnoxious vibration, noise, odor, or other undesirable effect to emanate from the Leased Premises, or any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a disturbance or nuisance to occupants or to the other tenants of the Building.

Section 5.03 Entry by Landlord. In addition to Landlord's rights specified elsewhere in this Lease, Tenant shall permit Landlord, its agents, employees, representatives, consultants, contractors and any lenders, to enter any part of the Leased Premises at reasonable times upon reasonable notice (except in the event of an emergency) for the purposes of examining or inspecting the same (including, without limitation, testing of the mechanical, electrical, plumbing, water, fire sprinkler system, and heating, ventilation and air conditioning systems of the Building), showing the same to prospective purchasers, lenders or tenants (during the last month of the Lease Term), and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary for the safety, protection or preservation of the Building or its occupants. Upon prior written notice and with reasonable accommodations provided by Landlord, Landlord shall have the right to temporarily close the Leased Premises or the Building to perform repairs, alterations or additions in the Leased Premises or the Building, provided that Landlord shall use best efforts to perform all such work on weekends and after Normal Business Hours. Entry by Landlord hereunder shall not constitute a constructive eviction or entitle Tenant to any abatement or reduction of Rent by reason thereof unless the closing of the Leased Premises or Building continues for three (3) consecutive Business Days. "Normal Business Hours" for the Leased Premises shall mean 8:00 a.m. to 5:00 p.m. Mondays through Fridays exclusive of Holidays.

Section 5.04 Signage. Landlord shall, at Landlord's expense, install an identification sign on or near the entry doors of the Leased Premises, identifying the name, trade name, and logo of the Tenant, the name of its physicians, the services provided, the suite number, the Tenant's telephone number and hours of operation. Landlord shall also install identification and directional signs on the Land and/or the Building as determined necessary and appropriate by Tenant to ensure accurate and adequate information is available to the public and patients in particular. In addition, Landlord shall provide identification and directional signage to the Building's directory(ies) and in the lobby of the Building. Prior to the Commencement Date of the Lease, Landlord and Tenant will agree in writing on the signs, advertisements, notices or tenant identification information Tenant will be permitted to display on the interior and exterior of the Leased Premises, on the Building and the Land. Tenant shall remove any signage agreed upon by Landlord and Tenant upon the expiration or earlier

termination of this Lease. Tenant shall not place any other signs on the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned. Any cost of removal of Tenant's signage shall be borne exclusively by Tenant, and Tenant shall either pay for removal and any subsequent damage caused by such removal, or promptly reimburse Landlord for the cost of removal and any costs associated with repair of any damage resulting from such removal.

Section 5.05 Parking and Other Hospital Campus Facilities. Landlord shall provide Tenant with designated parking spaces at the Building that are convenient and adequate in number and location for Tenant's employees, invitees, and patients.

## ARTICLE 6 LANDLORD SERVICES AND OTHER OBLIGATIONS

Section 6.01 Landlord's Maintenance Obligations. Throughout the Lease Term, Landlord shall agree to maintain and repair the building structure, Structural Supports, the roof of the Building, and the parking lot, provided, however, if Landlord is required to make repairs to the structural portions or roof of the Building, or the parking lot by reason of Tenant's negligent act or omission to act, Landlord shall add the cost of such repairs to Additional Rent. Landlord is responsible for compliance with all building codes and regulations. Landlord's maintenance obligation with respect to the parking lot shall include snow and ice removal, which shall be conducted in a commercially reasonable manner, taking into account weather conditions, contractor availability, and other factors that may affect timing and performance. Landlord shall be responsible for mowing the Land immediately surrounding the Leased Premises, but shall have no obligation for landscaping, including, the planting, trimming, or maintaining of any trees, shrubs, flowers, or other vegetation. Landlord shall have no obligations with respect to any of the equipment, machinery or trade fixtures belonging to Tenant or any of Tenant's employees, located in the Leased Premises. Landlord shall ensure the warranty for the work and HVAC equipment purchased and installed by Landlord, is in effect and shall facilitate repairs needed which are covered by such warranty. Repairs covered by the warranty will not be charged to Tenant. Tenant shall notify Landlord immediately of any problem with the new system.

## ARTICLE 7- TENANT REPAIRS, MAINTENANCE AND ALTERATIONS

Section 7.01 Repair and Maintenance Obligations of Tenant. Except as otherwise expressly provided in Section 6.01, Tenant shall, at Tenant's sole cost and expense, be responsible for all repair, maintenance, and upkeep of the Leased Premises, the interior of the Building, the Land immediately surrounding the leased building (excluding the parking lot), including, without limitation, all interior and non-structural components, HVAC systems that are not covered by the warranty, windows, plumbing, electrical systems, lighting, landscaping immediately surrounding the leased building, and all other improvements or fixtures located on or serving the Leased Premises. Tenant shall be responsible, at its sole cost and expense, for all maintenance and repairs to the HVAC equipment that are not covered under any warranty.

Section 7.02 Alterations. Tenant shall not permit any alterations, additions or improvements in or to the Leased Premises unless and until Landlord has approved the plans therefor in writing, which approval shall be subject to Landlord's sole discretion. All such

alterations, additions, or improvements shall become a part of the realty and the property of Landlord and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner. Notwithstanding the foregoing, Landlord's consent and plan approval shall not be required with respect to any merely cosmetic alteration or to any alteration that does not exceed Ten Thousand Dollars (\$10,000.00) in cost in any single instance ("Minor Alteration"), provided that such alteration does not adversely affect the Structural Support or the Mechanical Systems. Tenant shall provide Landlord with copies of the plans and specifications for any alterations sixty (60) days prior to the commencement of any such alterations, additions, or improvements. Tenant shall obtain all necessary governmental permits, licenses, and approvals for such alterations, additions, or improvements. Landlord shall have the right to approve the general contractor performing any alteration other than a Minor Alteration, which approval shall not be unreasonably withheld, conditioned or delayed. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. If any lien is filed against the Building or Land for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing. Tenant shall indemnify the Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration by Tenant and/or its employees, agents or contractors and any related lien. As used in this Lease, "Mechanical Systems" means the mechanical, electrical, plumbing, heating, air conditioning, sprinkler, fire protection and other building systems serving the Building; and "Structural Support" means the structural elements of the Building, 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.

#### **ARTICLE 8- RESPONSIBILITIES AND INSURANCE**

**Section 8.01**      **Release.** All of Tenant's medical equipment, imaging equipment, diagnostic equipment, therapeutic equipment, laboratory equipment, furniture, fixtures, and equipment (FF&E), trade fixtures, inventory, special fire protection equipment, telecommunication and computer equipment, supplemental air conditioning equipment, kitchen equipment, and any other equipment, tools, machinery, or personal property owned by Tenant and located within the Leased Premises (all of which property shall be referred to herein, collectively, as "**Tenant's Property**"), shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord from (a) any and all liability for theft of or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, representatives, contractors, customers, guests and invitees in or about the Leased Premises, except to the extent caused directly by the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors.

**Section 8.02**      **Responsibilities of Parties.** Each Party shall be responsible for its own acts of negligence and shall maintain its own insurance coverage as specified in this Article 8.

**Section 8.03**      **Tenant's Insurance.**

(a) During the Lease Term (and any period of Early Access or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

(i) **Liability Insurance.** Commercial General Liability Insurance covering Tenant's use of or occupancy at the Leased Premises against claims for bodily injury or death or property damage, which insurance shall be primary and non-contributory and which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000 per occurrence, \$3,000,000 general aggregate, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) **Property Insurance.** Commercial Property Insurance Policy to cover all risks insuring against physical loss or damage caused by the perils insured with no exclusion for named storms in the amount of actual cash value of Tenant's Property, with applicable sub-limits for flood and earthquake.

(iii) **Workers' Compensation Insurance.** Workers' Compensation insurance in amounts required by the Oklahoma Administrative Workers' Compensation Act and other applicable Laws. Tenant may self-insure for Workers' Compensation Insurance, subject to maintaining the State of Oklahoma's approval for self-insured workers' compensation.

(iv) **Business Interruption Insurance.** Business Interruption Insurance with limits not less than an amount equal twelve (12) months of income and normal operating expenses, including payroll and Base Rent payable hereunder.

(b) During the Lease Term and prior to the expiration of each such policy, Tenant shall furnish Landlord with certificates of insurance, evidencing all required coverages, and that with the exception of Workers' Compensation insurance, such insurance is primary and non-contributory. Upon Tenant's receipt of a request from Landlord, Tenant shall provide Landlord with certificates of insurance in a form reasonably acceptable to Landlord, evidencing the coverages required hereunder. Tenant shall cause Landlord to be named as an additional insured on all insurance coverage required under this Lease, as applicable.

**Section 8.04**      **Landlord's Insurance.**

(a) During the Lease Term, Landlord shall maintain the following types of insurance, in the amounts specified below:

(i) **Liability Insurance.** Commercial General Liability Insurance covering the Building, Land, and Common Areas against claims for bodily injury or death and property damage, which shall provide coverage on an occurrence basis with a per occurrence limit of not less than Landlord's exposure under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151-172 (the "Oklahoma Governmental Tort Claims Act"), which Commercial General Liability Insurance will otherwise be subject to the limitations and requirements of the Oklahoma Governmental Tort Claims Act as it relates to political subdivisions.

(ii) Property Insurance. Causes of Loss Special Form Insurance insuring against physical loss or damage caused by the perils insured under a Causes of Loss Special Form policy with no exclusion for named storms in the amount of the full replacement cost of the Building which insurance shall waive coinsurance limitations, with applicable sub-limits for flood and earthquake. The policy will include terrorism as commercially available.

(b) On or before the Commencement Date, and thereafter, prior to the expiration of each such policy, Landlord shall furnish Tenant with certificates of insurance in a form reasonably acceptable to Tenant, evidencing all required coverages. Upon Landlord's receipt of a request from Tenant, Landlord shall provide Tenant with certificates of insurance evidencing the coverages required hereunder.

Section 8.05                      Intentionally Omitted.

### ARTICLE 9- CASUALTY

Tenant shall give immediate written notice to Landlord of any damage to the Leased Premises caused by fire, the elements, unavoidable accident or other casualty. Landlord shall give Tenant immediate notice of any damage to the Building caused by fire, the elements, unavoidable accident or other casualty. If the Leased Premises or the Building are damaged by fire, the elements, unavoidable accident or other casualty, but the Leased Premises remain usable and adequate for the Permitted Use by Tenant, as reasonably determined by Tenant, Landlord shall promptly cause such damage to be repaired, and the Base Rent and Additional Rent shall not be abated. If the Leased Premises or the Building is totally or substantially destroyed or damaged so as to render the Leased Premises inadequate for the Permitted Use by Tenant, as reasonably determined by Tenant, this Lease shall be terminated, such termination being effective as of the date of the casualty, and all Base Rent and Additional Rent shall be abated as of the date of such termination.

### ARTICLE 10 - EMINENT DOMAIN

If the whole or any part of the Leased Premises is taken for public or quasi-public use by a governmental or other authority having the power of eminent domain, or shall be conveyed to any such authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Leased Premises to be unusable and inadequate for the Permitted Use by Tenant, then either Landlord or Tenant may, at its option, terminate this Lease as of the date Tenant is required to surrender possession of the Leased Premises by giving the other party notice of such termination. All Base Rent and Additional Rent shall be abated as of the date of such termination. If a part of the Leased Premises shall be taken or conveyed but the remaining part is adequate for the Permitted Use by Tenant, as reasonably determined by Tenant, then this Lease shall be terminated as to the part taken or conveyed as of the date Tenant surrenders possession thereof, Landlord shall make such repairs, alterations and improvements as may be necessary to render the part not taken or conveyed adequate for the Permitted Use by Tenant, and the Rent shall be reduced in proportion to the part of the Leased Premises so taken or conveyed. If any part of the Building shall be taken or conveyed, Landlord may if the Building is rendered unusable thereby or if any part of the Land necessary or desirable for the continued leasing of the Leased Premises, as reasonably determined by Landlord, are taken, conveyed or rendered unusable thereby, at its election, terminate this Lease as of the date Landlord is required to surrender possession thereof by giving Tenant notice of such

termination. All compensation awarded for such taking or conveyance shall be allocated to Landlord. In no event shall Landlord be obligated to make any restoration or repair if such restoration or repair costs are in excess of any net condemnation award made available to Landlord.

#### **ARTICLE 11 - ASSIGNMENT AND SUBLEASE**

Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent, to be given or withheld in Landlord's sole discretion.

#### **ARTICLE 12- ESTOPPEL CERTIFICATE; SNDA; PROHIBITED TRANSFERS**

**Section 12.01** Estoppel Certificate. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost to Tenant, an estoppel certificate in such form as Landlord may reasonably request certifying to the Landlord, potential purchasers and lenders, to the extent accurate: (a) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (b) the date to which rent has been paid, (c) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (d) any other matters or state of facts reasonably required respecting this Lease. Such estoppel may be relied upon by the addressees and their successors and assigns, and such other persons as may be reasonably specified in the estoppel certificate.

**Section 12.02** SNDA. Landlord shall obtain a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") for Tenant from any owner or any existing or future lender. The SNDA shall: (a) be substantially in form and substance requested by Tenant; (b) not materially alter or adversely affect Tenant's rights under this Lease; and (c) include non-disturbance provisions ensuring the Tenant's rights to possession, quiet enjoyment, and operation of the Leased Premises shall not be disturbed so long as Tenant is not in default under this Lease beyond applicable notice and cure periods. If there is any inconsistency between this Lease and the SNDA, the provisions of this Lease shall govern and control unless expressly agreed otherwise by Tenant in writing.

**Section 12.03** Prohibited Transfers In the event Landlord enters into a binding agreement to assign, transfer, or sell the Leased Premises (collectively, a "Transfer"), Landlord shall provide Tenant with written notice at least 90 days prior to the closing of such Transfer. The Leased Premises shall not be subleased while Tenant occupies the Premises and is not in default.

#### **ARTICLE 13 - DEFAULT AND DISPUTE RESOLUTION**

**Section 13.01** Default. The occurrence of any of the following shall be a "Default":

- (a) Tenant fails to pay Base Rent or Additional Rent within ten (10) days after the same is due.
- (b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease (other than those governed by subsections (c) and Error!

**Reference source not found.** below) for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action.

(c) Tenant shall vacate or abandon the Leased Premises, or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) consecutive days, except in the event of casualty or force majeure event.

(d) Landlord fails to observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently completes the required action.

**Section 13.02 Dispute Resolution.** Upon the occurrence of any Default, the non-defaulting party shall give written notice of the Default to the defaulting party. Landlord and Tenant shall, within thirty (30) days of the notice of Default, make good faith efforts to agree upon a specific plan for the cure of the Default within a reasonable period of time. In the event the parties are unable to reach agreement to cure the Default within said thirty (30) day period, either party may submit the matter to non-binding mediation with a mutually agreed upon mediator selected by the parties, who shall mediate the disputes surrounding the Default pursuant to the terms of **Section 13.03** and consistent with the rules and procedures of the American Health Law Association Alternative Dispute Resolution Service Rules of Procedure for Mediation (the "AHLA ADR Rules and Procedures").

**Section 13.03 Mediation.** The mediator shall be a person qualified under the AHLA ADR Rules and Procedures and shall be appointed pursuant to the rules and procedures of the AHLA ADR Rules and Procedures. Unless otherwise agreed by the parties, the mediation shall take place in Oklahoma City, Oklahoma and shall be completed as soon as reasonably possible but no later than thirty (30) days from the conclusion of the negotiation period set forth in **Section 13.02**. Mediation shall be nonbinding and shall be confidential to the extent authorized by the laws of the State of Oklahoma. The parties shall refrain from court proceedings during the mediation process insofar as each can do so without prejudicing its legal rights. The parties shall participate in good faith in accordance with the recommendations of the mediator and shall follow the procedures for mediation as suggested by the mediator. The parties shall share the expenses of mediator equally, but each party shall be responsible for their own attorney's fees and expert witness fees. The parties shall be represented in the mediation by a person with authority to settle the dispute surrounding the Default.

**Section 13.03 Court Proceedings; Attorney's Fees.** If the parties are unable to resolve the Default in mediation, then the parties may mutually agree to terminate this Lease or either party may resort to any legal or judicial alternatives that any such party may deem appropriate and necessary. To the extent allowed by Oklahoma law, at any time, any party may seek from any Oklahoma Court temporary injunctive relief (but not monetary damages) to

prevent imminent harm or danger to the party pending final resolution as described herein. In no event, however, shall Landlord or Tenant be liable to the other for any consequential or punitive damages. Furthermore, if the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for reasonable attorneys' fees incurred in connection therewith.

#### **ARTICLE 14- ENCUMBRANCES**

Landlord covenants that as of the Effective Date, Tenant will have a valid leasehold interest in the Leased Premises, subject only to the following Permitted Exceptions:

(a) **Recorded Encumbrances:** Those easements, restrictions, reservations, or encumbrances of record described on **Exhibit C** attached hereto and made a part hereof, provided they do not materially impair the Tenant's use of the Leased Premises as described in this Lease.

(b) **Zoning Laws and Regulations:** Existing zoning laws and regulations that affect the Leased Premises.

(c) **Utility Easements:** Easements for utility lines, pipes, poles, conduits, and related facilities serving the Leased Premises along existing points of entry and as currently located on the Premises.

**Leasehold Policy.** Tenant may, at its own expense, obtain a leasehold title insurance policy. Landlord agrees to assist the Tenant, at no cost to Landlord, in removing any exceptions to coverage that are not listed as Permitted Exceptions herein and that the Tenant reasonably deems objectionable.

**No Further Encumbrances.** Landlord agrees not to place any further encumbrances on the Tenant's leasehold interest in the Leased Premises during the Term of this Lease that would adversely affect the Tenant's rights under this Lease without the Tenant's prior written consent.

#### **ARTICLE 15 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES**

##### **Section 15.01 Environmental Definitions.**

(a) "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, the Building and the Common Areas, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises, the Building and the Common Areas.

(b) "Hazardous Substances" shall mean petroleum products and those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws. Hazardous Substances shall include, but not be limited to, any Bio-Hazardous Medical Waste.

(c) "Bio-Hazardous Medical Waste" shall mean any waste, substance or material (solid, liquid or gaseous) that is generated, produced or results from the diagnosis, treatment, or immunization of human beings, or any research pertaining thereto, or the production or testing of biological agents. The term "Bio-Hazardous Medical Waste" also includes any definition thereof or reference thereto in any law, rule, regulation, order, or decree of any federal, state or local government, including, without limitation, any substance defined or referred to in the Code of Federal Regulations at 29 CFR Part 2910.1030.

Section 15.02      Restrictions on Tenant. Beginning on the Commencement Date, Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, the Building or the Common Areas, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or off-site disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws.

Section 15.03      Notices, Affidavits, Etc. Tenant shall immediately (a) notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, guests, customers, invitees or contractors of any Environmental Laws on, under or about the Leased Premises, the Building or the Common Areas, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises, and (b) deliver to Landlord any notice received by Tenant relating to (a)(i) and (a)(ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning Tenant's actual knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

Section 15.04      Tenant's Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and its respective agents, officers, trustees, directors, and employees, from and against any and all claims, losses, liabilities, costs, expenses, penalties and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of Tenant's obligations under this Article 15. Notwithstanding anything herein to the contrary, Tenant's indemnification obligations shall be subject to the limits and requirements of the Governmental Tort Claims Act.

Section 15.05      Interpretation. The obligations imposed upon Tenant under this Article 15 are in addition to and are not intended to limit, but to expand upon, the obligations imposed upon Tenant under Article 5 above.

Section 15.06      Survival. The covenants and obligations under this Article 15 shall survive the expiration or earlier termination of this Lease for a period of three months.

Section 15.07      Landlord's Representation. Landlord represents to Tenant that, to Landlord's knowledge, (a) no Hazardous Substances have been discharged, disbursed, released, stored, treated, generated, disposed of, incorporated into or allowed to escape on, under or about the Leased Premises which have not been remedied prior to the Commencement Date; (b) there are no pending proceedings or inquiries by any governmental authority relating to or arising under any Environmental Laws with respect to the Leased Premises; (c) Landlord has not

received written notice from any governmental authority threatening any such proceeding or inquiry, and (d) Landlord has not received written notice from any governmental authority of an uncured violation of Environmental Laws with respect to the Property.

#### **ARTICLE 16 - MISCELLANEOUS**

**Section 16.01**      **Benefit of Landlord and Tenant.** This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective permitted successors and assigns.

**Section 16.02**      **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma.

**Section 16.03**      **Indemnification for Leasing Commissions.** Each of Landlord and Tenant hereby represents and warrants that no party is entitled, as a result of its actions, to a commission or other fee resulting from the execution of this Lease. Tenant shall indemnify the Landlord and Landlord shall indemnify Tenant from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any other broker or person who may be entitled thereto.

**Section 16.04**      **Notices.** Any notice required or permitted to be given under this Lease or by any Laws shall be deemed to have been given if it is written and delivered in person or by overnight courier, to the party who is to receive such notice at the address specified in Section 1.01(j). If delivered in person, the notice shall be deemed given as of the delivery date. If sent by overnight courier, the notice shall be deemed to have been given as of the date of delivery. Rejection or other refusal by the addressee to accept or the inability of the carrier to deliver because of a changed address of which no notice was given shall be deemed to be the receipt of the notice sent. Either party may change its address by giving written notice thereof to the other party.

**Section 16.05**      **Partial Invalidity; Complete Agreement.** If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreements between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

**Section 16.06**      **Representations and Warranties.**

(a) Tenant hereby represents and warrants that (i) Tenant is a not for profit corporation duly organized, in good standing and validly existing in accordance with the laws of Oklahoma; (ii) Tenant is authorized to do business in the State of Oklahoma; and (iii) the individual(s) executing and delivering this Lease on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents and warrants that (i) Landlord is a public trust duly organized and validly existing in accordance with the laws of the State of Oklahoma; and (ii) the individual(s) executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

Section 16.07 Consent or Approval. Where the consent or approval of a party is required, such consent or approval shall be in writing.

Section 16.08 Time. Time is of the essence of each term and provision of this Lease.

Section 16.09 Anti-Corruption Laws and Sanctions. For purposes hereof, (a) "Anti-Corruption Laws" shall mean all Laws applicable to a pertinent party from time to time concerning or relating to bribery or anti-corruption; (b) "Sanctions" shall mean all applicable economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the U.S. federal government, including those administered by the Office of Foreign Assets Control, the United States Department of Treasury ("OFAC") or the U.S. Department of State, or (ii) the United Nations Security Council, the European Union, any European Union member state in which a pertinent party or any of its subsidiaries conduct operations or Her Majesty's Treasury of the United Kingdom; and (c) "Sanctioned Person" shall mean, at any time, (i) any person or entity listed in any Sanctions-related list of designated persons or entities maintained by OFAC, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state in which the pertinent party or any of its subsidiaries conducts operations, (ii) unless otherwise authorized by OFAC, any person or entity operating, organized or resident in any country or territory which is itself the subject or target of any full-scope (non-list based) Sanctions, or (iii) any ownership of fifty percent (50%) or more of an entity by persons or entities described in the foregoing clauses (i) or (ii). Tenant represents and warrants that neither it nor any of its subsidiaries, nor to its knowledge, their respective directors, officers, employees or agents, is a Sanctioned Person. Tenant further represents that it and its subsidiaries, and to its knowledge, their respective directors, officers, employees and agents, complies and shall continue to comply in all material respects with all Sanctions and with all Anti-Corruption Laws. Each party will use reasonable efforts to notify the other in writing if any of the foregoing representations and warranties are no longer true or have been breached or if such party has a reasonable basis to believe that they may no longer be true or have been breached.

Section 16.10 Cooperation. Tenant shall use reasonable efforts to cooperate with Landlord, without cost to Tenant, in connection with the completion of any written surveys or evaluations relating to the Building or Landlord.

Section 16.11 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and Tenant.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

*(Signature page to Lease)*

IN WITNESS WHEREOF, each of the parties hereto has executed this Lease as of the Effective Date.

**LANDLORD:**

McAlester Regional Health Center  
Authority, an Oklahoma public trust

Signed by:  
By: Julie Powell  
Name: Julie Powell  
Title: Interim CEO

**TENANT:**

OU MEDICINE, INC., an Oklahoma not for  
profit corporation, d/b/a OU Health

By: Richard P. Lotgren  
Name: Richard Lotgren  
Title: CEO

**EXHIBIT A**  
**SITE PLAN OF LEASED PREMISES**

[see attached]



**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE LAND**

### Legal Land Description

**901 North Strong Blvd. McAlester, OK 74501**

**Legal Description:** A tract of land containing 40,676.16 square feet more or less in Block 159 and the adjacent vacant Van Buren Avenue in the City of McAlester formerly known as South McAlester, Pittsburg County, State of Oklahoma, more particularly described as follows: Commencing at the SE corner of Block 159; thence N20°00'00"E along the easterly line of Block 159 a distance of 44.47 feet; thence N70°00'00"W a distance of 198.21 feet to a point on the westerly Right of Way of Strong Boulevard; thence along a curve to the right a distance of 47.87 feet (Chord Bearing S55°55'33"W a distance of 40.89 feet); thence along a curve to the left a distance of 99.52 feet (Chord Bearing N83°58'09"W a distance of 98.88 feet); thence along a curve to the right a distance of 15.90 feet (Chord Bearing N63°42'59"W a distance of 15.11 feet); thence along a curve to the left a distance of 79.63 feet (Chord Bearing N37°36'59"W a distance of 79.13 feet); thence N20°00'00"E along the westerly line of Block 159 a distance of 208.48 feet; thence S70°00'00"E a distance of 125.65 feet to a point on the Westerly Right of Way line of Strong Boulevard; thence southeasterly along a curve to the right a distance of 210.50 feet (Chord Bearing S01°16'29"E a distance of 209.83 feet) to the Point of Beginning.