LEASE AGREEMENT

by and between

INTEGRIS BAPTIST MEDICAL CENTER, INC.

and

OKLAHOMA STATE DEPARTMENT OF HEALTH

EFFECTIVE DATE: April 17, 2020
EXPIRATION DATE: June 30, 2020
LEASE

This Lease is made effective as of this 17th day of April 2020, by and between INTEGRIS Baptist Medical Center, Inc. ("INTEGRIS"), and the Oklahoma State Department of Health ("Department"), each one a “Party” and collectively the “Parties.”

WITNESSETH:

1. Purpose: Following designations by the World Health Organization and the Centers for Disease Control and Prevention declaring a novel coronavirus ("COVID-19") a “public health emergency of international concern,” President Donald J. Trump declared a national emergency in the United States as a result of the national spread of COVID-19 on March 14, 2020, following which Governor J. Kevin Stitt, Governor of the State of Oklahoma, declared an emergency caused by the impending threat of COVID-19 to the people of the State of Oklahoma. As designated portions of INTEGRIS Baptist Medical Center – Portland Avenue, as further described herein, have been designated by Governor Stitt as the OKC COVID-19 Surge Hospital, the purpose of this Lease is to permit the Department to use certain space located at 5501 N Portland, Oklahoma City, Oklahoma, 73112 ("Building"), to ensure the Secretary of Health and Mental Health is able to exercise a “surge option.”

2. Use of Premises. Department Leases the Leased Premises to operate the OKC COVID-19 Surge Hospital ("OKC COVID-19 Surge Hospital"). Department retains responsibility for the day to day operations of the OKC COVID-19 Surge Hospital; (ii) Department shall exercise full authority, control, supervision, direction over, and responsibility for all medical services rendered by or under the direction of the OKC COVID-19 Surge Hospital, and for all medical, professional and ethical matters affecting or applicable to its provided care; (iii) INTEGRIS has no authority to hire or fire any Department employee or contractor; (iv) INTEGRIS does not maintain and control the books and records of the OKC COVID-19 Surge Hospital; (v) INTEGRIS has no authority to adopt and enforce policies regarding the operation of the OKC COVID-19 Surge Hospital (vi) INTEGRIS has no authority to incur any liability on behalf of the OKC COVID-19 Surge Hospital, and (vii) Except as otherwise provided herein, INTEGRIS has no obligation to provide any equipment or supplies to the OKC COVID-19 Surge Hospital, including no obligation to provide any protection personal equipment for the treatment of patients.

a. Ancillary Medical Services. As part of this Lease Agreement, INTEGRIS shall provide access to the following ancillary medical services on site, in the same manner and quality as those received at INTEGRIS Baptist Medical Center – Portland Avenue:

   i. Radiology services as ordered by the treating physician,
   ii. Laboratory services as ordered by the treating physician,
iii. Pharmacy services as ordered by the treating physician, dependent upon availability of the medication and attendant supplies.

Provided that, for each of these Ancillary Medical Services, INTEGRIS reserves the right to bill Department for each service provided using the Medicare Outpatient Fee Schedule charge rates with the provision of monthly invoices, all such amounts due shall be due and payable as a component of Rent.

3. Premises: INTEGRIS hereby Leases and lets to Department, and Department hereby rents from INTEGRIS the following:

   110 hospital rooms to be held open for COVID-19 “surge” patient care located at INTEGRIS Baptist Medical Center – Portland Avenue campus, more specifically 2 South, 2 North, 2 East, 3 North, 5 South, and designated space within the Emergency Department, as further described in the floorplan attached hereto as “Exhibit A” (“Leased Premises” or “OKC COVID-19 Surge Hospital”);

4. Term: This Lease shall become effective April 16, 2020 (“Effective Date”) with the Term of this Lease commencing May 1, 2020 (“Commencement Date”), and shall last for sixty-one (61) days (“Initial Term”) and shall automatically renew for up to two (2) one-month intervals thereafter (each a “Renewal Term”), unless either Party provides written notice to the other at least thirty (30) days in advance of the next Renewal Term. From the Commencement Date, the Department shall have the exclusive use and control of the Leased Premises (as defined herein), except as otherwise herein provided. Upon termination or expiration of this Lease Agreement, Department shall demobilize all active operations and remove all of Department’s personal property from the Leased Premises; Department surrenders title and right, free and clear of any encumbrance, which encumbrances shall remain with Department, to any item remaining upon the 31st day after termination or expiration of this Lease Agreement to INTEGRIS and INTEGRIS shall have no obligation to preserve the condition of equipment, supplies or construction and improvements made upon the Leased Premises as provided for herein.

5. Minimum Rent:
   a. In consideration of the demise and of the covenants and conditions herein contained, the Department promises to pay to INTEGRIS the following:
      i. $3,000 per day per room reserved
      ii. For a total payment of $330,000 per day
      iii. For a total payment of $20,130,000 for the Initial Term (“Minimum Rent”), plus other sums as otherwise due hereunder (“Rent”).
   b. Payment of Rent: Department shall pay Rent to INTEGRIS the amount identified above on the first of the Month. Payment of Rent shall occur in
advance, without demand, offset, or deduction, on the first day of each month. Department’s obligation to pay Rent is an independent covenant, and no act or circumstances will release Department from the obligation to pay Rent timely or give rise to a right of setoff.

c. **Fractional Months:** If the Commencement date of this Lease is a date other than the first day of a calendar month, Rent due for such month shall be prorated through the last day of such month. If this Lease terminates on a day other than the last day of a calendar month, Rent due for such calendar month shall be prorated through the last day of the Primary Term or Renewal Term, as the case may be.

d. **Delinquent Rent:** All Rent that is not received by INTEGRIS within ten (10) days after such Rent is due and payable shall accrue interest at the maximum rate authorized and permitted by law. Any accrual of interest shall be in addition to any of the remedies available to INTEGRIS under this Lease or under the law. Amounts received by INTEGRIS shall be applied first to any interest due, then to the Rent due.

6. **Maintenance and Repairs:** Department leases the premises in “as is” condition; INTEGRIS shall keep the entire Building in good and clean condition and shall at its sole cost and expense, make all reasonable repairs and replacements to the heating, cooling, ventilation, lighting, and electrical installations of units outside the Leased Premises and shall keep all plumbing units, pipes, and connections in good repair and free from obstruction throughout the Building. INTEGRIS also shall be responsible for maintaining the mechanical and electrical systems and for maintaining the interior and exterior walls and walkways, including replacement of cracked or broken glass, and landscape and grounds maintenance, but for damage caused by or arising out of Improvements as indicated in Section 8(c) herein. INTEGRIS is to maintain all fire and protection systems and equipment in accordance with adopted NFPA Standards, such as the fire sprinkler system, fire alarm system, and fire extinguishers. INTEGRIS shall conform to and comply with all applicable laws and regulations, including laws pertaining to water quality, waste disposal, hazardous waste disposal, air quality and air emissions, and other environmental health safety matters. Except as provided herein, Department acknowledges that INTEGRIS has not made any representation as to the condition of the Premises or the suitability of the Premises for Department’s intended use. Department represents and warrants that Department has made its own inspection of and inquiry regarding the condition of the Leased Premises and is not relying on any representations of INTEGRIS with respect thereto.

7. **Utilities and Services:** INTEGRIS shall arrange and pay for the following services.

   a. **Heating and Air Conditioning:** INTEGRIS shall furnish or cause to be furnished heat or air conditioning necessary in INTEGRIS’s reasonable
judgment for comfortable occupancy of the Leased Premises for the Permitted Use.

b. Electricity, Water and Gas: INTEGRIS shall furnish or cause to be furnished electricity, water and gas to the Leased Premises for normal usage.

c. Housekeeping: INTEGRIS shall furnish or cause to be furnished housekeeping services for the Leased Premises, such housekeeping to be provided with a level of service consistent with that provided other similar medical centers providing similar medical services.

d. Biohazardous Waste Removal: INTEGRIS is responsible for expenses related to biohazardous waste disposal.

e. Linen: INTEGRIS shall provide linen cleaning services if the Department’s chosen materials are compatible with services provided by the then-current contractor that INTEGRIS has in place for the remainder of the INTEGRIS facility.

f. Liability: The interruption or inadequacy of, or the failure of INTEGRIS to furnish, any of the services described above, in whole or in part, resulting from any failure or defect in the supply or character of any utility or service furnished to the Leased Premises for any reason beyond the reasonable control of INTEGRIS shall not render INTEGRIS liable, shall not be construed as an eviction of Department, shall not work as an abatement of Rent, and shall not relieve Department from the obligation to fulfill all of Department’s covenants and agreements contained in this Lease, except as provided herein. INTEGRIS shall diligently and continuously attempt to remedy any such interruption, inadequacy, or failure. Notwithstanding the foregoing, if any of the services described in this Section 6: (i) fail to be provided, (ii) such condition which causes the failure is within the reasonable control of the INTEGRIS, (iii) such condition prohibits Department from using all or a portion of the Leased Premises for the purposes permitted hereunder, and (iv) such condition exists for ten (10) consecutive business days after the Department provides written notice of such condition to the INTEGRIS, then the Department shall have the right to terminate this Lease by delivering written notice to the INTEGRIS indicating same.

8. Access: INTEGRIS and its representatives shall have the right, but not the duty, to enter the Leased Premises for the purposes of examining and inspecting them, at reasonable times and upon reasonable notice.

9. Improvements and Alterations

a. Improvements and Alterations: Department shall not expand or make or install any other additions, renovations, alterations, improvements, or changes in or to the Leased Premises, or any part thereof without INTEGRIS’s prior written consent. Department shall not permit, create, incur
or impose, or cause or suffer others to permit, create, incur, or impose any lien or other obligation against the Leased Premises or any interest therein by reason of any work upon the Leased Premises.

b. **Ownership of Improvements:** Any improvements to the Leased Premises, including affixed lighting fixtures, window coverings, and attached floor coverings, shall be deemed a part of the Leased Premises upon installation and shall not be removed by Department upon termination of this Lease.

c. **U.S. Army Corps Renovations:** Department is responsible for U.S. Army Corps of Engineers renovations to the Premises, which will include, but are not limited to, all necessary HVAC, electrical and plumbing upgrades needed to comply with US Army Corps of Engineers’ Performance Work Statement applicable to Convert a Closed Hospital into a Temporary Alternate Care Site; provided that INTEGRIS will be a party to all upgrade planning in order to prevent damage to facility-wide systems and other patient care areas. Modifications may not be made if such modifications impede services being rendered in non-designated portions of IBMCPA.

d. **Surrender.** Department shall surrender the Leased Premises to INTEGRIS at the expiration of the term herein or upon the Early Termination as herein provided, in as good a condition as on the Commencement Date subject to normal and reasonable wear and tear.

e. **Furniture and Equipment.** INTEGRIS provides a right to Department to utilize all existing furniture and equipment in the Leased Premises in “as is” condition, and Department accepts such inventory attached hereto as “Exhibit B”; provided that Department shall require INTEGRIS written permission prior to dumping or removing furniture or equipment from the Leased Premises. INTEGRIS shall not be obligated to provide any further furniture or equipment for the Leased Premises.

10. **Insurance:** Both Parties shall maintain such insurance or self-insurance covering their own property and liability as is required or recommended by the Risk Management Administrator for the Division of Capital Assets Management of the Office of Management and Enterprise Services.

11. **Liability:** Each party shall be responsible for its own negligent and intentional acts and omissions. INTEGRIS shall incur no liability to Department, its agents (including but not limited to the U.S. Army Corps of Engineers), employees or invitees, for any damage caused by or resulting from (a) improvements or construction to the Leased Premises by Department or U.S. Army Corps of Engineers; (b) fire, explosion, lightning, smoke, wind and hail, aircraft or vehicles, falling objects, sinkhole collapse, vandalism and malicious mischief, leakage of water, gases, steam, rain, snow, failing plaster, glass breakage, theft, burglary, robbery, riot and civil commotion or any other casualty or other risk of the type covered by a standard all risk fire insurance policy, including earthquakes; or (c)
the acts or omissions of Department, its agents, employees or invitees, or trespassers. Neither Party waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.

12. Condition upon Termination: Department shall surrender the Leased Premises to INTEGRIS at the expiration of the term herein or upon the Early Termination as herein provided, in as good a condition as on the Commencement Date subject to normal and reasonable wear and tear.

13. Compliance with Laws: Department agrees not to violate any law, ordinance, rule, or regulation of any governmental authority pertaining to Department’s use of the Leased Premises. Further, if any license or authorization is required for the lawful use of the Leased Premises, Department agrees that it is its sole responsibility to seek, obtain, and keep any and all such licenses and authorizations which may be necessary and that it will seek, obtain, and keep such licenses and authorizations.

14. Assignment or Subletting: Department shall not assign or in any manner transfer this Lease or any interest therein without the prior written approval of INTEGRIS, which shall not be unreasonably withheld, provided that each such Lease shall be subject and subordinate to this Lease, and Department shall remain liable for the performance of all of its covenants and agreements under this Lease.

15. Base Lease Intentionally Omitted.

16. Amendments: This Lease contains the entire agreement between the parties, and no agreement to change or modify this Lease in whole or in part shall be effective unless such agreement is in writing and signed by the Parties.

17. Right of Recovery: To the extent allowed by law, INTEGRIS shall not hold Department responsible for Building reconstruction costs due to fire, flood, and natural catastrophes, specifically excluding the underlying COVID-19 pandemic. To the extent allowed by law, Department shall not hold INTEGRIS responsible for any damage or loss of property or for any liability associated with doing business, including the provision of patient care, in the Building. Otherwise, each Party shall be responsible for its negligent and intentional acts and omissions in accordance with the Oklahoma Governmental Tort Claims Act.

18. Non-Discrimination: As applicable, the provisions of Executive Order 11246, as amended and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a), and 60-741.5(a), et seq.) are incorporated into this Lease, and must be included in any subcontracts awarded involving this Lease. The
Parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, political beliefs, or veteran’s status; they do not maintain nor provide for their employees any segregated facilities, nor will the Parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the Parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, 38 U.S.C.A. § 4212.

19. **Assignment by INTEGRIS.** INTEGRIS shall have the right to transfer and assign, in whole or in part, right, title, and interest in the Leased Premises and its rights and obligations in and under this Lease. INTEGRIS shall be released from all obligations from the date of transfer, except for obligations as related to the period of time from the Commencement Date to the date of transfer.

20. **Availability of Records.** If this Lease is deemed to be subject to the requirements of 42 U.S.C. § 1395(x)(v)(1)(i), until the expiration of four (4) years after the furnishing of space under this Lease, upon the written request of the Department, INTEGRIS shall make available to the Secretary of the U.S. Department of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, this Lease and books, documents, and records of the INTEGRIS that are necessary to certify the nature and extent of any costs incurred by the Department or INTEGRIS in providing space under this Lease. If INTEGRIS is requested to disclose books, documents, or records pursuant to this Section 20 for any purpose, INTEGRIS shall notify the Department of the nature and scope of such request, with a copy of such notice to the Department, and INTEGRIS shall make available, upon written request of the Department, all such books, documents or records. If INTEGRIS carries out any of the duties of this Agreement through a subcontract with a value of $10,000.00 or more over a twelve (12) month period, such subcontract shall contain this requirement.

21. **Regulatory Requirements.** Nothing in this Lease shall be construed to require INTEGRIS to admit patients to the OKC COVID-19 Surge Hospital or to utilize the Department or any affiliate of the Department to provide inpatient, outpatient, or other services to patients or otherwise generate business for the Department or any affiliate of the Department. Notwithstanding the unanticipated effect of any of the provisions herein, INTEGRIS and Department (each a "Party" and collectively the "Parties") intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark law), and any other applicable Federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. The Parties further intend that this Lease comply with as many as reasonably practicable of the conditions for meeting
the space rental safe harbor to the Anti-Kickback Statute which is set forth in 42 C.F.R. § 1001.952(b), as such regulation may be amended. This Lease shall be construed in a manner consistent with compliance with such statutes and regulations, and the Parties agree to take such actions necessary to construe and administer this Lease therewith. The Parties solely intend the fees paid to INTEGRIS to compensate INTEGRIS for the Lease Premises, and not to influence INTEGRIS with regard to any referrals of patients to the Department or any affiliate of the Department. As such, the Parties acknowledge that the compensation paid to INTEGRIS hereunder would be the same whether or not any such referrals are made. The Parties further intend that the compensation paid hereunder shall be fair market value for the space based on arm's length bargaining and the value of similar services in the community with recognition of the declared State of Emergency and the specific patient population that the premises is designed to treat and the detrimental impact this Lease is likely to have on the remainder of operations at INTEGRIS. In the event any court or administrative agency of competent jurisdiction determines that this Lease violates any of such statutes or that the compensation hereunder exceeds reasonable compensation, then the Parties agree to take such actions as necessary to amend this Lease to comply with the applicable statutes or regulations, as provided herein.

22. Exclusion from Federal Health Care Programs. Each Party hereby represents and warrants to the other Party that neither it nor any of its owners, directors, officers, employees, or representatives is: (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the “Federal health care programs”); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) under investigation or otherwise aware of any circumstances that may result in being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Lease and each Party shall notify the others within one (1) business day of learning of any change in the status of the representation and warranty set forth in this Subsection. Any breach of this Subsection shall give the other Party the right to terminate this Lease immediately for cause.

23. Reactivation of Lease. If the Department shall need to reactivate this arrangement within the next nine (9) months from the Commencement Date (on or before January 1, 2021) due to additional need for level two surge capacity requiring the reestablishment of an OKC COVID-19 Surge Hospital because of multiple waves of the COVID-19 virus, the Department shall give INTEGRIS thirty (30) days advance written notice of its wish to reactivate this arrangement. Such reactivation shall require a written agreement between the Parties in substantially the same form as this Lease Agreement, including memorializing the commencement date
of an Initial Term and providing renewal options and non-medical services similar to what is provided for herein.

24. Miscellaneous
   a. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person under this Lease, excluding service of process, shall be in writing and shall be deemed to be properly served if (i) sent by certified mail with return receipt requested, (ii) sent by receipted overnight delivery service, (iii) via electronic communication (email), or (iv) personally delivered to the address set forth below. The effective date of any such notice shall be the date which is stamped by the United States Post Office on the envelope enclosing same, the date of the receipt for the overnight delivery, the date noted on the electronic communication, or the date on which personal delivery is made, whichever is applicable. Any notice sent by a subtenant to Department shall also be sent concurrently to INTEGRIS. Until changed by written notice from the appropriate party to the other, the addresses of the parties are as follows:

   INTEGRIS:  3366 Northwest Expressway, Suite 800
              Oklahoma City, OK  73112
              Attn: General Counsel
              ContractNotices@integrisok.com

   b. Accord and Satisfaction: No payment by Department or receipt by INTEGRIS of a lesser amount than the full amount of any payment to be made by Department hereunder shall be deemed to be other than on account of the earliest stipulated unpaid installment thereof, and no endorsement or statement on any check or letter accompanying any check or payment shall be deemed to be an accord and satisfaction, and INTEGRIS may accept such check or payment without prejudice to INTEGRIS’s right to recover the full amount due hereunder or pursue any other remedy available to INTEGRIS.

   c. Severability: The invalidity or unenforceability of any provision of this Lease will not affect the validity or enforceability of any other provision.

   d. Entire Agreement: This Lease and corresponding staffing and equipment rental agreement constitutes the entire agreement and understanding of the parties with respect to the matters contained in this Lease and supersedes all other agreements between and representations by the parties with respect to such matters. No changes, amendments, or modifications of this Lease shall be effective or enforceable unless executed in accordance with Paragraph 15 herein.
e. **Non-Waiver:** Any assent, expressed or implied, by INTEGRIS or Department to any breach of any covenant or condition herein contained shall not be construed as an assent or waiver of any such covenant or condition generally or of any subsequent breach thereof.

f. **Relationship of Parties:** This Lease shall not create a joint venture or partnership relationship between INTEGRIS and Department.

g. **Section Headings:** The section headings in this Lease are for convenient reference only and shall not in any way affect the meaning or interpretation of this Lease.

h. **Binding Effect:** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(signatures on following page)
IN WITNESS WHEREOF, the parties have executed this Lease effective as above written.

INTEGRIS BAPTIST MEDICAL CENTER, INC.

By: ________________________________
    Timothy Peterson

Its: Chief Executive Officer

Date: 4/17/2020

OKLAHOMA STATE DEPARTMENT OF HEALTH

By: ________________________________
    Sany Cox

Its:

Date: 4.17.2020