

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2021 (the “Effective Date”), between THE CITY OF NORMAN, OKLAHOMA, an Oklahoma municipal corporation (hereinafter referred to as the “City”), and the NORMAN REGIONAL HOSPITAL AUTHORITY, a public trust (hereinafter referred to as “NRHS”, together with the City, the “Parties” and each one a “Party”).

R E C I T A L S:

A. The City and NRHS are parties to a Memorandum of Understanding Concerning Porter Health Village dated effective August 10, 2021 (the “MOU”), regarding, among other things, the purchase, sale, and development of certain real property located in the City of Norman, Cleveland County, Oklahoma for the construction of the NRHS’s Porter Health Village and the City’s Senior Wellness Center.

B. NRHS currently operates Norman Regional Hospital at 901 N. Porter Avenue, on a campus of approximately 29.3 acres (the “Porter Campus”), NRHS owns approximately 17.1 acres and improvements located thereon in the Porter Campus. The City owns approximately 12.2 acres in the Porter Campus. Additionally, NRHS owns the personal property and all building and site improvements located at 718 N. Porter Avenue (the “718 Property”). The current ownership of the foregoing parcels is shown on Exhibit “A” attached as a part hereof.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and NRHS agree as follows:

1. Purchase and Sale of Land. On the Closing Date each Party will convey all of their right, title and interest in and to certain real property and improvements thereon to the other Party such that NRHS will ultimately own the real property and improvements labeled “NRHS Tract” on Exhibit “B” attached as a part hereof (also known as the “Site Plan”) and the City will own (i) the real property and improvements labeled the “Senior Tract” on Exhibit “B” attached hereto and (ii) the 718 Property. The legal descriptions for the NRHS Tract and the Senior Tract (together, referred to herein as the “Porter Campus”) will be determined by the Survey to be conducted during the Due Diligence Period, subject to final approval by NRHS and the City. The Senior Tract shall be delivered to the City at closing free from any vertical buildings, improvements, but no other improvements, including, without limitation, any subsurface improvements, shall be removed. The NRHS Tract, Senior Tract, and 718 Property may be referred to collectively herein as the “Properties”.

2. Purchase Price. Subject to the adjustments and prorations herein described, NRHS shall pay the sum of \$426,622.00 to the City on the Closing Date (“Purchase Price”). Such value is determined in accordance with the values contemplated in the MOU, such as in Sections II.9 and III.2 of the MOU. The Parties acknowledge that: (a) the City needs various permanent easements,

temporary easements, as well as additional proposed rights-of-way and public easements along the east side of N. Porter Avenue (as shown on "Exhibit "D""), all in relation to the Porter Avenue Street Project (together, the "Easements"); and (b) except for the Easements and other public easements and rights-of-way shown on the Preliminary Plat of the Porter Campus, as shown and as dimensioned on the Preliminary Plat as attached hereto as Exhibit "D", no additional or larger rights-of-way or easements or areas of such shall be required by the City of NRHS as it relates to this transaction or through the Porter Avenue Street Project, specifically including but not limited to any larger or wider rights-of-ways that would be required along Porter Avenue pursuant to Chapter 19, Subdivision Regulations of the City Code and with the City's adopted Engineering Design Criteria to adhere to provisions herein and to allow the dimensions of right-of-way and easements as has been submitted on the proposed Preliminary Plat. The Closing Funds shall be paid on the Closing Date, in cash, cashier's check or other immediately available funds, subject to the prorations set forth below.

3. Due Diligence Period. In order to develop the Porter Campus into the Parties' desired layout and ensure the Parties' desired uses for the Senior Tract and NRHS Tract are permissible as a matter of right, the Parties shall work in good faith jointly to rezone the Porter Campus to a Planned Unit Development ("PUD"). Similarly, in order to develop the Porter Campus into the Parties' desired layout and to ensure the Parties' desired plan for utilities, easements, rights-of-way, curb cuts, access, traffic circulation, roads, parking, landscaping, drainage, storm water, and other public and/or private improvements for the Senior Tract and NRHS Tract as permissible as a matter of right, the Parties shall work in good faith jointly to create and submit a preliminary plat for the Porter Campus (the "Preliminary Plat"). Commencing on the Effective Date and ending on a date sixty (60) days later (the "Due Diligence Period"), the Parties will diligently work together to obtain the necessary development approvals in order to allow the Parties to develop the Porter Campus in substantial compliance with the Site Plan, including, but not limited to, an approved Preliminary Plat, PUD, vacation of certain public easements/rights-of-way, and all other required approvals from the Norman City Council or other applicable governmental agency (the "Approvals"). During the Due Diligence Period, the Parties shall obtain an ALTA survey for the Porter Campus (the "Survey"). The Site Plan, subject to NRHS' reasonable adjustments, modifications, or alterations thereto for the NRHS Tract and subject to the City's reasonable adjustments, modifications, or alterations thereto for the Senior Tract, will be attached to the PUD and Preliminary Plat documents, and submitted with the applications for the Approvals. NRHS shall propose and apply for the allowable uses, area restrictions, and other development criteria for the NRHS Tract that will be included in the PUD application. The City shall propose and apply for the allowable uses, area restrictions, and other development criteria for the Senior Tract that will be included in the PUD application. The Parties understand and agree that the applications for the Approvals are subject to review and approval by the Norman City Council. In the event that either of the parties is unable to obtain PUD or Preliminary Plat approvals in a form that is satisfactory to either party in either party's sole discretion as to their applicable Tract, then either party shall have the right but not the obligation to terminate this Agreement, and in such event neither party shall have any further rights or obligations in this Agreement.

4. Title; Title Curative. During the Due Diligence Period, the Parties will diligently work together to obtain and review preliminary binders (each a "Title Commitment", and together the "Title Commitments") for the Properties for the issuance of an ALTA Form B owner's title

insurance policy (the “Title Policy”) for each parcel of land, together with legible copies of all instruments creating an exception to the title to the land. The Title Commitments will be issued by First American Title Company, located at 421 N.W. 13th Street, Suite 320, Oklahoma City, Oklahoma 73103 (the “Title Insurer”). The Parties hereby agree to take all necessary actions, including, but not limited to supporting and joining in title curative actions as co-applicants or co-petitioners to pursue vacation of rights-of-way, vacation of alleyways, and quiet title actions, and as well as all other actions necessary to obtain marketable fee title to the Properties. The Parties will take all necessary actions to satisfy all items set forth on Schedule B, Part I requirements of the Title Commitments of their respective portion of the Properties in a timely manner. So long as the Parties are diligently pursuing all curative actions set forth herein, the Parties hereby agree to extend the Due Diligence Period by that amount of necessary to complete all title curative actions.

5. City Infrastructure Costs. The City shall be entirely responsible for its proportional share of infrastructure costs necessary to make the Senior Tract usable, except as otherwise provided herein, including, but not limited to, all costs and expense of platting, quiet title actions, zoning, planning, engineering, designing, permitting, installing, constructing, inspecting, studying, accessing, bringing access to, and accepting all allowable uses, infrastructure, and items of improvements included in the preliminary and final plats of the Senior Tract, and its share of all items necessary for the City as related to zoning, planning, engineering, designing, permitting, installing, constructing, inspecting, and operating the City’s intended use on the Senior Tract, and all access improvements for the Senior Tract streets, sidewalks, sanitary sewer, water, storm water facilities, drainage, grading, siltation control, street lights, street signage, electrical, gas, telecommunications, fire protection and hydrants, public transit, traffic improvements and impact fees as against the Senior Tract, utilities, traffic controls and signalization, recoupment expenses and fees and assessments of all types as against the Senior Tract, and all other public improvements that are necessary to create the Senior Tract into a lot and block parcel(s) that is ready for a building permit (collectively, “City Infrastructure Improvements”). The City Infrastructure Improvements shall include, but not be limited to, sufficient storm water drainage improvements and facilities, such as culverts and other systems, to allow storm water to freely drain without obstructing the use, enjoyment, and development of the NRHS Tract. The City shall work in collaboration with NRHS’ engineers to verify that all City Infrastructure Improvements are sized and designed properly to accommodate all required drainage for the Senior Tract. NRHS shall not be obligated to make any infrastructure improvements on the NRHS Tract to facilitate the City’s completion of the City Infrastructure Improvements or development of the Senior Tract. The City is solely responsible for all costs and expenses of every kind associated in any manner with the development, construction, improvement, use, planning, engineering, surveying, design, architecture, platting, zoning, permitting, inspection, studying, management, operation, and otherwise of the Senior Tract. Any attempt by the City to seek any recoupment, reimbursement, assessment, lien, condemnation, eminent domain, claims, charges, or recapture, or any other form of collection against NRHS, the NRHS Tract, or any of NRHS’ other property for any cost or expense applicable to or arising out of the City Infrastructure Improvements, the City’s expected construction of the Senior Wellness Center, or any other items applicable to or arising out of the City’s development and use of the Senior Tract, shall be deemed a material breach of this Agreement by the City.

6. NRHS Infrastructure Costs. NRHS shall be entirely responsible for all infrastructure costs necessary to make the NRHS Tract usable, including, but not limited to, all costs and expense of planning, engineering, designing, permitting, installing, constructing, inspecting, and accepting all infrastructure and items of improvements included in the preliminary and final plat of the NRHS Tract, and all items necessary for NRHS to construct and operate NRHS' intended use on the NRHS Tract, and all streets, sidewalks, sanitary sewer, water, storm water facilities, and drainage, grading, siltation control, street lights, street signage, electrical, gas, telecommunications, fire protection and hydrants, public transit, traffic improvements and impact fees as against the NRHS Tract, utilities, traffic controls and signalization, recoupment expenses and fees and assessments of all types as against the NRHS Tract, and all other public improvements that are necessary to create the NRHS Tract into a lot and block parcel(s) that is ready for a building permit (collectively, "NRHS Infrastructure Improvements"). The City shall not be obligated to make any infrastructure improvements on the Senior Tract to facilitate NRHS' completion of the NRHS Infrastructure Improvements or development of the NRHS Tract. NRHS is solely responsible for all costs and expenses of every kind associated in any manner with the development, construction, improvement, use, planning, engineering, surveying, design, platting, zoning, permitting, inspection, studying, management, operation, and otherwise of the NRHS Tract.

7. Preliminary and Final Plats. The City shall collaborate with NRHS on all plat related applications, plans, engineering, surveys, title work, filings, and any submittals related thereto. Such plats shall comply in all respects with the requirements set forth in Chapter 19, Subdivision Regulations of the City Code and with the City's adopted Engineering Design Criteria in effect at the time of application, except as set forth in Paragraph 2 above. If the City plans upon utilizing any portion of any private common area facilities or private infrastructure on the plat or elsewhere to meet the City's platting requirements, or intends to utilize any such facilities or common area facilities within the Porter Campus, if any, including but not limited to facilities such as off-site storm water conveyance and detention/retention, or other utility or street access facilities, then the City shall pay all of the City's ongoing proportionate share of such common area maintenance, repair, replacement, management, and operation costs. Such proportionate share shall be calculated in the same manner described below for the Mutual Development Costs. If restrictive covenants are necessary, in NRHS' discretion, to secure and obligate the City's proportionate share payments of shared common area facilities, then the City agrees that such mutually agreeable restrictive covenants consistent with this Agreement shall be applied to the Senior Tract.

8. Mutual Development Costs. In the event that any costs or expenses incurred by the Parties in order to achieve the Parties' desired development and conveyances contemplated herein are not directly attributable to either the Senior Tract or the NRHS Tract (the "Mutual Development Costs"), the Parties shall split the Mutual Development Costs in proportions equal to the proportion that the gross square footage of surface land area of their respective tracts bear to the square footage of the entire Porter Campus. The Mutual Development Costs may include, but are not limited to, costs incurred in preliminary platting, final platting, replatting, rezoning, abstracting, surveying, engineering, designing, planning, vacating, judicially determining ownership, or otherwise preparing the Porter Campus for the development and conveyance contemplated herein.

9. Public Art. The Parties desire to include high quality public art within the Porter Campus (the "Public Art"), as part of the development contemplated herein. The Parties acknowledge that the City, pursuant to Ordinance O-1516-5 and as approved by the voters, has budgeted an amount equivalent to one percent (1%) of the anticipated construction budget for the Senior Wellness Center for a public art project located on the Senior Tract, with the final location to be determined by City Council. The Parties acknowledge that the City has contracted with the Norman Art's Council to administer its Norman Forward public art program, and intends to do the same for the Senior Wellness Center Public Art. The Parties further acknowledge that NRHS desires to install Public Art on the Porter Campus to honor NRHS' history of over 75 years of life saving care on the Porter Campus and commemorate NRHS' service to the Norman community during the COVID-19 pandemic. The Parties may opt to combine its resources for a joint Public Art project in which case it will work together to mutually determine the location, design, cost, expense, timing, and installation of the Public Art.

10. NRHS's Representations and Warranties. NRHS hereby represents and warrants to the best of NRHS's actual direct firsthand knowledge and belief, as per its CEO, the following:

- (a) This Agreement has been authorized by all necessary action of the governing body of NRHS and NRHS has full authority and right to enter into this Agreement and proceed to fulfill its terms.
- (b) NRHS is not aware of having been notified, orally or in writing, and is not aware of any instances in which the Senior Tract or the 718 Property is in violation of any codes, statutes, ordinances, or regulations;
- (c) All bills, invoices, and claims have been or will be paid prior to Closing, such as any amounts due that could result in a lien against the Senior Tract or the 718 Property if not paid;
- (d) NRHS is not aware of being subject to or bound by any judgment, decree, injunction, or other court order in respect to the Senior Tract or the 718 Property; and
- (e) NRHS is not aware of any action, suit or proceeding before any court or governmental agency or authority pending, or threatened against NRHS in written correspondence to NRHS that would adversely affect any portion of the Senior Tract or the 718 Property or the ability of NRHS to convey good and marketable title to the Senior Tract or the 718 Property, or that would limit the City's ownership and control or rights to use the Senior Tract or the 718 Property after the Closing, and subject to any quiet title or other title curative actions as may be contemplated herein.

NRHS's representations and warranties herein shall survive for the benefit of the City for a period of one (1) year after the Closing.

11. The City's Representations and Warranties. The City hereby represents and warrants to the best of the City's actual direct firsthand knowledge and belief, the following:

- (a) This Agreement has been authorized by all necessary action of the governing body of the City and the City has full authority and right to enter into this Agreement and proceed to fulfill its terms.
- (b) The City is not aware of having been notified, orally or in writing, and is not aware of any instances in which the NRHS Tract is in violation of any codes, statutes, ordinances, or regulations;
- (c) All bills, invoices, and claims on behalf of the City, have been or will be paid prior to Closing, such as any amounts due that could result in a lien against any portion of the NRHS Tract if not paid;
- (d) The City is not aware of being subject to or bound by any judgment, decree, injunction, or other court order in respect to the NRHS Tract; and
- (e) The City is not aware of any action, suit or proceeding before any court or governmental agency or authority pending, or threatened against the City (in written correspondence to the City) that would inhibit or prevent the City from entering into this Agreement and fulfilling its terms, or that would limit the NRHS's ownership and control or rights to use the NRHS Tract after the Closing, and subject to any quiet title or other title curative actions as may be contemplated herein.

The City's representations and warranties herein shall survive for the benefit of NRHS for a period of one (1) year after the Closing.

12. Condition of Land and Disclaimers by NRHS and the City; Release.

- (a) Disclosure of a Recognized Environmental Condition. NRHS acknowledges the existence of a Recognized Environmental Condition ("REC") on the NRHS Tract; namely, two underground storage tanks containing diesel fluid. NRHS has notified the City that one 8,000-gallon tank is located on the south side of its power plant and one 4,000-gallon tank is located on the north side of its power plant. NRHS certifies that both tanks are fully protected, registered, monitored, and inspected on an annual basis by the State of Oklahoma and that NRHS, its successors and assigns, are solely responsible for the maintenance and operation of the storage tanks and the environmental impact thereof, including, but not limited to, migrating contamination and vapor intrusion, provided that the City shall be responsible for any damages or required mitigation resulting from the City's negligence during construction or use of the Senior Tract. The provisions of this Paragraph 12(a) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this

Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing

- (b) The parties acknowledge and agree that, except as expressly set forth in this Agreement or in any of the documents delivered at Closing, as applicable, neither party, nor any other Covered Party (as hereinafter defined), have made, and except as expressly set forth in this Agreement or in any of the documents delivered at Closing, the parties are not liable or responsible for, or bound in any manner by, and hereby expressly disclaims, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information, or inducements pertaining to the Properties or any part thereof, the title and physical or environmental condition thereof the quantity, character, fitness and quality thereof, the merchantability, fitness for a particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof (including, without limitation, the construction of either parties' intended uses), the legality of either parties' intended use for the Properties under the City of Norman's current zoning ordinances affecting the Properties, or any other matter or thing of whatsoever kind or nature with respect thereto. The parties further acknowledge, agree, represent, and warrant that each party has assumed the duty to inspect the Properties as provided for in this Agreement, and thereby assumes any and all liabilities or obligations relating to any physical or environmental condition of that portion of the Porter Campus such party is acquiring whatsoever as of the Closing Date. The parties agree to solely assume the duty to conduct and to rely exclusively on their own inspections of the Properties. The delivery of surveys, title reports, inspections, plans, specifications, or other information, if any, pursuant to this Agreement shall not constitute a representation by such party that such information is current, correct, accurate, whole, or complete. It has been and remains the responsibility of each party, at their sole cost and expense, to satisfy itself as to the condition of the Properties including, without limitation: (i) the nature and condition of the Properties, including but not limited to the water, soil, geology, drainage, topography, flora and fauna and the suitability thereof, and of the Properties for any and all activities and uses which such party may elect to conduct thereon, or any improvements such party may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations in any other manner relating to or effecting the same; (ii) the nature and extent of any easement, right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (iii) the presence or absence of any environmentally-threatened species; (iv) the presence or absence of any environmental hazardous substance or material and the compliance of the Properties or the operation of the Properties with any laws, rules, ordinances or regulations of any government or any regulatory bodies; (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water, cable, underground water reservoirs, limitations regarding withdrawal of water and faulting; (vi)

whether or not, to the extent to which the Properties or any portion thereof, is affected by any stream (surface or underground) body of water, flood-prone area, flood plain, flood way or special flood hazard; (vii) drainage; (viii) soil conditions, including but not limited to the existence of instability, past soil repairs, soil additions or conditions of soil fill or susceptibility to landslides or the sufficiency of any undershoring; (ix) zoning to which the Land and any portion thereof may be subject; and (x) availability of any utilities to the Properties or any portion thereof. Upon the Closing, each party shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions not otherwise disclosed herein, may not have been revealed by such party's investigations of the Properties. Without limiting the foregoing, the parties hereby expressly acknowledge and agree that, except as expressly set forth in this Agreement or in any of the documents delivered at a Closing, each party is purchasing their respective portion of the Properties as of the Closing Date in its **"AS-IS and WHERE-IS" condition WITH ALL FAULTS**. The provisions of this Paragraph 12(b) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing.

- (c) Without limiting the provisions of Paragraph 12(b), above, and except as expressly set forth in this Agreement or in of the documents delivered at any Closing, each party, upon Closing, fully and completely releases the other party and (as the case may be) such other parties' shareholders, officers, members, directors, owners, partners, managers, employees, agents, consultants, contractors, attorneys, brokers, and representatives any and all claims, demands, causes of action (including but not limited to causes of action in tort), losses, damages, liabilities, injuries, deaths, costs and expenses (including but not limited to attorneys' fees and disbursements, expert witnesses, discovery expenses, and court costs, whether the suit is instituted or not) of any and every kind, nature or character, whether known or unknown, liquidated or contingent (hereinafter collectively called the "Claims") arising from or relating to any matters set forth in this Paragraph 12 and as relating to: (i) any physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) or any and all other acts, omissions, events, circumstances or matters regarding said Properties; or (ii) any other conditions, including, without limitation, environmental and other physical conditions affecting said Properties, whether the same are a result of negligence of such other party or otherwise. The release set forth in this Paragraph 12(c) specifically includes, but is not limited to, any claims under any environmental laws of the United States, the State of Oklahoma, or any political subdivision thereof, as any of those laws may be amended from time-to-time, and any regulations, orders, rules or procedures or guidelines promulgated in connection with such laws, regardless of whether they are

in existence on the date of this Agreement. The parties acknowledge that each party has been represented by independent legal counsel of such parties' selection, and each party is granting this release of its own volition and after consultation with such parties' counsel. Except as otherwise expressly provided in this Agreement, each party acknowledges that any condition of the Properties that such party discovers or desires to correct or improve after the Closing Date shall be at such parties' sole expense. The provisions of this Paragraph 12(c) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing.

13. Confidentiality of Inspection Matters. The Parties acknowledge that in the course of performing due diligence of any portion of the Properties, the Parties may provide to each other information that is nonpublic, confidential or proprietary in nature. The Parties agree to maintain the confidence of all information delivered by the other Party and not to disclose or use any information provided by the other Party for any purpose other than evaluating the Properties. The Parties agree that no such information will be accepted into the possession of the other Party in any form or means that would make the information a public record and publicly available. Further, the Parties agree to waive, discharge, release, and hold harmless, each other and each Parties' shareholders, officers, members, directors, owners, partners, managers, employees, agents, consultants, contractors, attorneys, brokers, and representatives (collectively with each Party, the "Covered Parties"), harmless from and against any and all losses, costs, damages, demands, liens, claims, liabilities, injuries, deaths, or expenses (including, but not limited to, attorneys' fees incurred, regardless of whether litigation is ever commenced) incurred by any Covered Party arising from or related to any of Parties' due diligence or inspections hereunder.

14. Closing. This Agreement shall close (the "Closing") five (5) business days after expiration of the Due Diligence Period (the "Closing Date"), such Closing to take place at the offices of the Title Insurer at such time to be mutually determined by NRHS and the City. But in no event shall the Closing take place later than ninety (90) days after the end of Due Diligence Period, unless agreed to extend by the Parties.

15. Post-Closing Agreement. The Parties shall enter into an agreement at Closing that sets forth various post-closing obligations and responsibilities of the Parties as it relates to the Properties (the "Post-Closing Agreement"), including, without limitation, temporary construction easements, final platting of the Porter Campus, cross-access and maintenance agreements as it relates to the use by the City of certain parking lots owned by NRHS for access to the Senior Tract from the west, and all costs and expenses in connection with remaining Mutual Development Costs, and with relocating or installing utilities in, under, or on the Porter Campus. Numerous utilities shall be relocated and/or installed on the Porter Campus to facilitate the development of the Porter Campus. The costs associated with the relocation shall be paid by the Parties in accordance with the terms herein such as to Mutual Development Costs or as to specific costs of each Tract is unique and applicable only to a Party's Tract. Prior to the end of the Due Diligence Period, the Parties will diligently pursue in good faith, a draft of the Post-Closing Agreement.

16. Deliveries. At the Closing, each Party shall deliver or cause to be delivered to the other Party and/or the Title Insurer, as applicable, the following, each fully executed, attested, sworn to, and acknowledged (where appropriate):

- (a) Special Warranty Deed. A Special Warranty Deed duly executed by the Party in substantially the form of Exhibit "C" attached hereto (the "Deed") conveying such portions of the Properties to the other Party as set forth herein, subject to only those exceptions approved by grantee Party.
- (b) Purchase Price. The Purchase Price, subject to the prorations as provided for in this Agreement, by cashier's check or by wire transfer of immediately available United States funds.
- (c) FIRPTA Affidavit. An affidavit in form and substance satisfactory to Title Company stating that the respective Party is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and implementing regulations.
- (d) Proof of Authority. Such evidence as to the authority of each Party to enter into this Agreement and to discharge the obligations of such Party pursuant hereto as the other Party and the Title Company shall reasonably require.
- (e) Closing Statement. The document prepared by the Title Company (the "Closing Statement") to be duly executed by each Party to record the proration of receipts and disbursements relating to the Porter Campus, the payment of the costs of performing this Agreement and the corresponding adjustment, if any, of the Purchase Price.
- (f) Additional Documents. Such additional documents, including lien and possession affidavits, as may be reasonably requested by each Party and the Title Company to consummate this Agreement.
- (g) Post-Closing Agreement. In final form, mutually agreed to by the Parties.

17. Possession. Possession of the NRHS Tract shall be given to NRHS on the Closing Date, free from all parties claiming a right to possession or having claims against the NRHS Tract, other than as claimants under only the exceptions to title stated in the Title Commitment approved by NRHS. Effective on the recording of the Deed, the beneficial ownership and the risk of loss of the NRHS Tract shall pass to NRHS. Possession of the Senior Tract and the 718 Property shall be given to the City on the Closing Date, free from all parties claiming a right to possession or having claims against the Senior Tract and the 718 Property, other than as claimants under only the exceptions to title stated in the Title Commitment approved by the City. Effective on the recording of the Deed, the beneficial ownership and the risk of loss of the Senior Tract and the 718 Property shall pass to the City.

18. Leases. The parties shall terminate any existing leases or service agreements covering any portion of the Porter Campus effective as of the Closing Date, unless and except such

lease or agreement as a Party may choose to continue forward as it applies to such Party's particular Tract.

19. Prorations. All receipts and disbursements relating to the Porter Campus shall be prorated at the Closing as of 11:59 p.m. on the day preceding the Closing Date, and the Purchase Price of the Porter Campus shall be adjusted as provided in the Closing Statement.

20. Taxes. All ad valorem taxes and installments of special assessments, if any, to the extent they had vested and become due for the calendar years preceding the year in which the Closing Date occurs shall be paid by Seller. All ad valorem taxes and installments of special assessments, if any, for the calendar year in which the Closing occurs shall be prorated to the Closing Date based on the latest available tax rate and assessed valuation. To the extent applicable, Buyer shall pay all ad valorem taxes from and after the date of Closing.

21. Closing Costs. Unless otherwise stated herein, the costs of these transactions shall be borne, such that each Party is responsible for all of their own closing costs, including, without limitation, the closing fee, the title examination, title commitment, title insurance premium, all for that portion of the Porter Campus being purchased, all curative title work relative to that portion of the Porter Campus said Party is purchasing, documentary tax stamps allocated to that portion such Party is selling, and recording fees. Additionally, each party is responsible for the fees and expenses of their own attorneys' any other professionals assisting them in the transaction.

22. Condemnation; Casualty. In the event of actual or threatened condemnation or damage to or destruction of all or any part of the Porter Campus prior to the Closing Date, the Parties hereby agree to negotiate in good faith, a reduction of the value, which in turn may affect the Purchase Price.

23. Default; Remedies. If either Party fails to perform such party's obligations under this Agreement (except as excused by the other Party's default), the Party claiming default will make written demand for performance. If such Party fails to comply with such written demand within thirty (30) days after receipt thereof, the other Party will have the option to waive such default, to demand specific performance, to exercise any other remedy available at law or in equity, or to terminate this Agreement. Except as otherwise set forth herein, on such termination, the Parties will be discharged from any further obligations and liabilities under this Agreement. However, in no event and under no circumstance, will either party be liable for (and the PARTIES HEREBY COMPLETELY AND UNCONDITIONALLY WAIVE, RELEASE, DISCHARGE, SURRENDER AND REFUSE ALL RIGHTS TO any speculative, treble, special, rescission, cumulative, consequential, non-economic, or punitive damages.

24. Miscellaneous. It is further understood and agreed as follows:

(a) Entire Agreement. This Agreement constitutes the entire agreement between NRHS and the City relating to the sale of the Land. This Agreement supersedes, in all respects, all prior written or oral agreements between the parties relating to the sale of the Land and there are no agreements, understandings, warranties or representations between NRHS and the City except as set forth herein.

(b) Amendment. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

(c) Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally or by telefacsimile (with a confirming copy sent within one (1) day by any other means described in this section) to the party designated to receive such notice, or on the date following the day sent by overnight courier or on the third (3rd) day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other parties:

If to NRHS: Norman Regional Hospital Authority
Richie Splitt, FACHE, President & Chief Executive Officer
Norman Regional HealthPlex
3300 HealthPlex Parkway
Norman, OK 73072
Telephone: 405-515-1000
Email: rsplitt@nrh-ok.com

With a copy to: Rieger Law Group PLLC
Attn: Sean Rieger
136 Thompson Drive
Norman, OK 73069
Telephone: 405/310-5274
Email: sp@riegerllc.com

If to the City: City of Norman
Attn: City Manager
201 W. Gray St.
Norman, Oklahoma 73069
Telephone: 405/366-5404
Facsimile: 405/366-5389
Email: darrel.pyle@normanok.gov

With a copy to: City of Norman
Attn: City Attorney Kathryn Walker
201 W. Gray
Norman, Oklahoma 73069
Telephone: 405/217-7700
Facsimile: 405/366-5425
Email: kathryn.walker@normanok.gov

(d) Attorneys' Fees. If any party institutes an action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorneys'

fees, expert witness fees, discovery expenses, disbursements and litigation expenses incurred by the successful party.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. All actions with respect to this Agreement may be instituted in the County District Court of Cleveland County, State of Oklahoma or the United States Western District Court sitting in Oklahoma City, Oklahoma. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (i) any objection any party might now or hereafter have to the venue in any such court; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(f) Brokerage; Commissions. Each Party (the “Indemnifying Party”) represents and warrants to the other that it has not dealt with any real estate brokers or other third parties in connection with this Agreement and the Indemnifying Party agrees to indemnify and hold the other harmless from and against any claim, loss, liability, damage, fee, cost, or expense, including attorney’s fees, arising out of any compensation due or alleged to be due to any broker with whom the Indemnifying Party may have dealt with during the course of the transaction set forth in this Agreement.

(g) Severability. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

(h) Binding Effect. This Agreement will inure to the benefit of and bind the respective successors, heirs, beneficiaries, trustees, and assigns of NRHS and the City.

(i) Time. Time is the essence of each provision of this Agreement.

(j) Captions. The captions in this Agreement are inserted for convenience of reference and are not intended to define, describe, or limit the scope of any provision of this Agreement.

(k) Full Execution. This Agreement shall be deemed fully executed and binding upon NRHS and the City if and when each party has executed this Agreement or separate counterparts.

(l) Computing Time Periods. In determining the end or final date for any period of days hereunder that starts from a specified date or specified event, the day of that specified date or event shall not be counted and instead the counting of days shall commence the next calendar day after that specified date or specified event. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the day for performance shall be extended to the next business day.

(m) Counterparts. This Agreement may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed an original. Executed counterparts of this Agreement delivered by fax machine or electronic image via email shall be deemed original documents for all purposes so long as original signatures are kept and verifiable as being executed prior to transmission.

(n) Termination. Notwithstanding any provision hereof to the contrary, notwithstanding any termination of this Agreement, whether by reason of a default of a party, by mutual agreement or for any other reason, the obligation to pay for respective development, planning, design, engineering, or infrastructure costs incurred prior to termination shall survive such termination and remain in full force and effect.

(o) Survival. Unless otherwise state herein, the development rights, obligations, representations, and covenants of the Parties contained in this Agreement shall survive Closing.

(p) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld by and in such parties' sole discretion provided any assignee shall continue to be bound by the terms of this Agreement.

(q) No Individual Liability. The Parties acknowledge and agree that this Agreement is being entered into by two entities and that no person or individual is a party to this Agreement, and therefore the Parties hereby completely and unconditionally waive, release, discharge, surrender and refuse all rights to any claims or causes of action against any individual in any personal capacity for any claims, remedies, or damages arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

“NRHS”:

NORMAN REGIONAL HOSPITAL AUTHORITY

By:

Date of NRHS’s Execution: _____, 2021.

“Norman”:

CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By:

Name: Breea Clark

Title: Mayor

Date of City’s Execution: _____, 2021

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this ___ day of _____, 2021.

General Counsel/City Attorney

Index to Exhibits:

- A: Existing/Current Ownership
- B: Site Plan
- C: Special Warranty Deed
- D: Easements

Exhibit "A"

Existing/Current Ownership

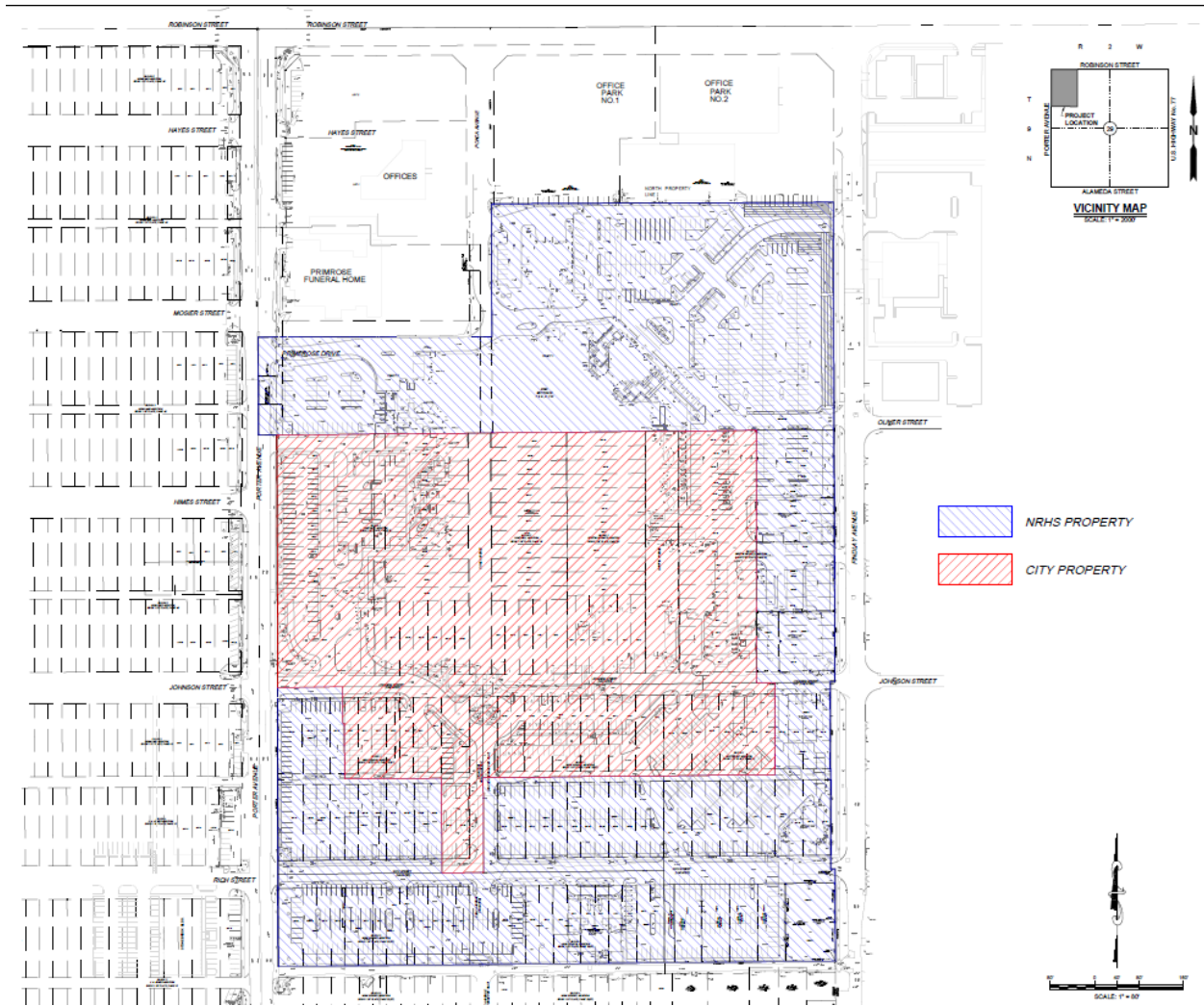


Exhibit "B"

Site Plan

Senior Tract as roughly outlined in Blue dashed line below.
NRHS Tract as roughly outlined in Red dashed line below.
718 Property as roughly outlined in Orange dashed line below.



Exhibit "C"
Special Warranty Deed

After recordation, return to:

Space Reserved for Recording Information

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ (the "Grantor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and assign unto the _____ (the "Grantee"), with an address of _____, the real property and premises situated in the City of Norman, Cleveland County, State of Oklahoma, and described on **Exhibit "A"** attached hereto, together with any improvements situated thereon and appurtenances thereunto belonging (the "Land").

TO HAVE AND TO HOLD the Land unto the Grantee, its successors and assigns, forever, free and clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatsoever nature; LESS AND EXCEPT any and all interests in and to oil, gas and other minerals as this is a surface rights conveyance only, and SUBJECT to all of the exceptions to title set forth on **Exhibit "B"** attached hereto and incorporated herein by reference:

Grantor hereby warrants title to the Land against any and all acts, conveyances, liens and encumbrances affecting the Land made or suffered to be made or done by, through or under Grantor, but not otherwise, and in any event excluding from this warranty the matters set forth on **Exhibit "B"** attached hereto.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A" TO SPECIAL WARRANTY DEED

Legal Description

TBD

EXHIBIT "B" TO SPECIAL WARRANTY DEED

Permitted Exceptions

[Subject to revision based on title commitment]

TBD

Exhibit "D"

Preliminary Plat

