

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and entered into this 20TH day of JUNE, 2023 ("Sublease"), by and between SSM Health Care of Oklahoma Inc., an Oklahoma not-for-profit corporation, owning and operating SSM Health St. Anthony Hospital - Oklahoma City, Oklahoma City, Oklahoma ("Sublandlord") and The City of Oklahoma City, a municipal corporation ("Subtenant"), with reference to the following circumstances:

A. Sublandlord leases certain space within the building located at 1110 N. Classen, Oklahoma City, Oklahoma (the "Building") pursuant to the Classen Professional Building Lease Agreement dated March 1, 2010 between 1110 N. Classen Boulevard, LLC ("Landlord"), and Sublandlord (the "Base Lease"). A copy of the Base Lease is attached as Exhibit A.

B. Sublandlord desires to sublease to Subtenant, and Subtenant desires to sublease from Sublandlord, Suite 205B of Building consisting of 2,172 rentable square feet (the "Leased Premises"), which Leased Premises are more particularly outlined on Exhibit B.

C. The Sublandlord and Subtenant have agreed to enter into a separate Operational Agreement dated as of the date hereof (the "Operational Agreement") for the operation of the City's Occupational Health Clinic, which incorporates and references this Sublease. The renewal terms of the Operational Agreement apply to any extension of this Sublease.

D. Defined terms used but not defined herein shall have the meanings set forth in the Base Lease or to the Operational Agreement, respectively.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term. Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Leased Premises under and pursuant to the terms and conditions hereof, for an initial term commencing on July 1, 2023, (the "Commencement Date") and ending at midnight on June 30, 2024, unless sooner terminated in accordance herewith (the "Term").

2. Rent. Subtenant shall pay to Sublandlord, on the Commencement Date and on the first day of each calendar month during the term hereof, the Monthly Rent in the amount of \$3,317.51, without notice or demand except as specifically provided herein and without deduction, diminution, abatement, counterclaim or set off of any amount for any reason whatsoever except as specifically provided herein, or as may be allowed under applicable law. Each installment shall be due and payable in advance on the first day of each month during the Term. Subtenant shall pay Sublandlord any additional rent or other payments due to Landlord under the Base Lease (collectively, "Additional Rent") and such Additional Rent payments shall be made to Sublandlord within the time limits provided in, and pursuant to the terms of, the Base Lease. For purposes of this Agreement, Monthly Rent and Additional Rent are collectively referred to as "Rent." If the Rent payments payable pursuant to this Section 2 commence as provided herein on a day other than the first day of the calendar month or terminate as provided herein on a day other than the last day

of the calendar month, such Rent payments shall be calculated and paid on a proportionate basis, based upon the number of days such month that this Sublease was in effect. However, the Sublandlord and the subtenant further agree that in no event shall this subtenant's portion of additional rent exceed Twenty-Five Dollars (\$25.00) per month. Sublandlord remains liable under the Lease Agreements with Dr. Wendelken and Dr. Hyde for any Additional Rent that exceeds \$ 25.00 per month. If the parties mutually agree to renew the Operational Agreement this sublease shall also renew at an increase each fiscal year by the amount of the CPI for the Southwest Region or 2%, whichever is less.

3. **Delinquent Rent.** The Sublandlord agrees that in the event that Rent shall not be paid within fifteen (15) days from the date on which the same is due, Sublandlord may collect a late fee in an amount equal to five percent (5%) of the delinquent sum. Any sum which remains unpaid for more than thirty (30) days following the date on which the same is due shall bear interest at one and one-half percent (1 1/2%) per month from the date on which such sum was payable until paid. The amounts payable hereunder shall be in addition to, and not in limitation of, other remedies available hereunder or under law. Such interest shall be in addition to the late fee described above. The Sublandlord and Subtenant agree that this provision supersedes over any inconsistent provision or term set forth in the Base Lease.

4. **Janitorial Services.** It is understood between the Sublandlord and the Subtenant that the phrase "normal janitorial services" referenced in clause 5.4 of the Base Lease contemplates and includes the pickup and disposal of medical and bio-medical waste. Sublandlord shall remove and dispose of bio-medical waste from the Leased Premises in accordance with all legal requirements applicable to the same. Subtenant agrees to dispose of its bio-medical waste in a mutually acceptable area for pickup. Sublandlord and Subtenant shall mutually agree upon a procedure for clearly identifying all bio-medical waste generated by Subtenant.

5. **Insurance.** The Sublandlord agrees that the Subtenant will not be responsible for the insurance requirements set forth in clauses 6.1, 6.2, and 6.3 of the Base Lease. Sublandlord recognizes that the Subtenant, the City of Oklahoma City, is a self-insured municipal corporation and is subject to the Oklahoma Governmental Torts Claim Act. All liability will be in conformance with said Act. Sublandlord and Subtenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the waiver required by this Section. Nothing herein waives any of the Sublandlord's insurance obligations under the Base Lease. The Sublandlord and Subtenant agree that this provision supersedes any inconsistent provision or term set forth in the Base Lease.

6. **Indemnification.** The parties herein agree, subject to all provisions, defenses, exclusions, etc. of the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*, and other applicable laws of the State of Oklahoma, that the Subtenant will indemnify Sublandlord from all loss, cost, damage, and expense, including attorneys' fees, incurred in connection with any loss of life, bodily or personal injury, or property damage arising out of or in connection with Subtenant's occupancy of, or business conducted on, the Leased Premises, unless such loss of life, injury, or property damage is the result of the gross negligence or willful

misconduct of Sublandlord. Likewise, Sublandlord agrees to indemnify Subtenant from all loss, cost, damage, and expense, including attorneys' fees, incurred in connection with any loss of life, bodily or personal injury, or property damage arising out of or in connection with Sublandlord's actions on the Leased Premises, unless such loss of life, injury, or property damages are the result of the gross negligence or willful misconduct of Subtenant.

7. Termination: Tenant Improvements. Anything hereunder to the contrary notwithstanding, this Sublease shall terminate at the same time as the Operational Agreement between Sublandlord and Subtenant of even date herewith (the "Operational Agreement"). If Subtenant exercises its option to terminate the Operational Agreement and this Sublease pursuant to the Operational Agreement, Subtenant shall reimburse Sublandlord for the unamortized cost of any Subtenant improvements made by Sublandlord to the Leased Premises after July 1, 2012. The cost of any such improvement shall be detailed in writing approved by the Chief Human Resources Officer for the City of Oklahoma City and such cost shall be amortized over the term of this Sublease. In the event Sublandlord's Base Lease with Landlord is terminated for any reason, Sublandlord may terminate this Sublease upon sixty (60) days written notice to Subtenant.

8. Notices.

8.1 Form of Notice. All notices, requests, demands, instructions, or other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if personally delivered in return for receipt or if mailed, first class, postage prepaid, by registered or certified mail, return receipt requested, to the parties at the address as set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the matter herein provided. Notices mailed, as provided herein, shall be deemed given three (3) business days after mailed.

8.2 Notices to Sublandlord. Notices to Sublandlord shall be addressed to Sublandlord at Sublandlord's Address.

8.3 Notices to Subtenant. Notices to Subtenant shall be addressed to the Chief Human Resources Officer of the City of Oklahoma City, 420 West Main, Suite 110, Oklahoma City, Oklahoma, 73102.

8.4 Notices to Landlord. Notices to the Landlord as referenced in the Base Lease shall be to 1110 N. Classen Boulevard, LLC, Attn: Robert A. McLauchlin, 1110 N. Classen Blvd., Oklahoma City, Oklahoma 73102.

9. Assignment and Subletting. Subtenant shall not assign this Sublease nor sublet the Leased Premises in whole or in part, and shall not permit Subtenant's interest in this Sublease to be vested in any third party by operation of law or otherwise, without obtaining the prior written consent of Sublandlord.

10. Incorporation of Leases. This Sublease is subject and subordinate to the Base Lease. Except as may be inconsistent with the terms hereof, all terms, covenants and conditions in the Base Lease shall be applicable to this Sublease with respect to that portion of the Leased Premises covered thereby with the same force and effect as if Sublandlord were the lessor

under the Base Lease and Subtenant were the lessee thereunder. If Subtenant breaches its obligations hereunder, Sublandlord shall have all the rights against Subtenant as will be available to the lessor against the lessee under the Base Lease if such breach were by the lessee thereunder. Notwithstanding anything contained herein, the only services or rights to which Subtenant is entitled hereunder are those to which Sublandlord is entitled under the Base Lease and that for all such services and rights, Subtenant will look solely to Landlord under the Base Lease; provided, however, that Sublandlord agrees to use reasonable efforts to enforce Landlord's obligations under the Base Lease. Subtenant shall neither do nor permit anything to be done which would cause the Base Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Landlord under the Base Lease.

11. Entire Agreement. There are no other representations, understandings, stipulations or other agreements relating to the subject matter which are not incorporated herein.

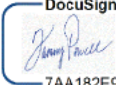
12. Binding Effect. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Counterparts. This Sublease may be executed by the parties in separate or multiple counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same document.

Executed and delivered the day and year first above written.

"SUBLANDLORD"

SSM HEALTHCARE OF OKLAHOMA, INC., owning and operating SSM Health St. Anthony Hospital – Oklahoma City

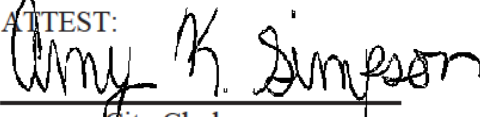
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By: 
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Name: Tammy Powell
Title: President

"SUBTENANT"

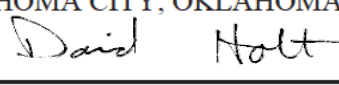
THE CITY OF OKLAHOMA CITY

Adopted and Approved by the Mayor and Council of The City of Oklahoma City this 20TH day of JUNE, 2023.

ATTEST:

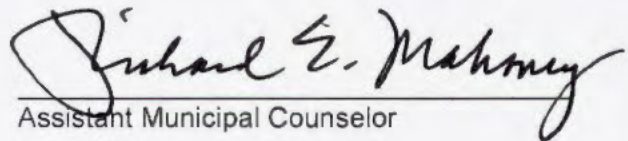

City Clerk




Mayor



Reviewed for form and legality.


Assistant Municipal Counselor