

AMENDED AND RESTATED
TRUST INDENTURE

FILED
JUN 15 2000
OKLAHOMA SECRETARY
OF STATE

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDED AND RESTATED TRUST INDENTURE ("Trust Indenture"), dated as of the 28th day of April, 2000, by and among the City Council of the City of Norman and the Trustees of Norman Regional Hospital Authority ("Trustees"), hereby amends and restates in its entirety the original Trust Indenture dated as of the 15th day of December, 1969, forming and creating Norman Regional Hospital Authority (referenced herein as the "Trust"), as set forth below:

W I T N E S S E T H :

That in consideration of the payment by the original Trustor, Ronald Shuman, to the Trustees of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey, lease and distribute as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND TO HOLD such property and the proceeds, returns, rents, profits and increases thereof unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Norman, Oklahoma, hereby designated as Beneficiary of this Trust and hereinafter referred to as Beneficiary, and upon the following trusts, terms and conditions herein stated.

ARTICLE I

CREATION OF TRUST

The Trust is created and established for the use and benefit of the Beneficiary, for the public purposes and functions hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1991, Section 176 *et seq.*, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

ARTICLE II

NAME

The name of this Trust shall be "Norman Regional Hospital Authority", hereinafter referred to as Trust. The Trustees shall conduct all business and execute or authorize the execution of all instruments and otherwise perform the duties and functions required in the execution of this Trust.

ARTICLE III

PURPOSES

The purposes of this Trust are:

(1) To plan, establish, develop, construct, enlarge, remodel, improve, make alterations, extend, maintain, equip, operate, lease, furnish and regulate hospitals, extended care facilities, clinics, community mental health centers, geriatrics facilities and related facilities, including, but not limited to, laboratories, out-patient departments and facilities, nurses' homes, central service facilities and training facilities, operated in connection with hospitals, extended care facilities, clinics, community mental health centers, geriatrics facilities, and related facilities including the construction, installation, equipment and maintenance of facilities for the treatment of those persons needing surgical or medical care, and also including facilities for staff, which are or shall be of public use; to acquire, construct, purchase, install, equip, maintain, repair, enlarge, remodel and operate buildings and other facilities for use by the United States of America, the State of Oklahoma or any municipality or political subdivision of the State of Oklahoma, including the Beneficiary, or for use by authorities or agencies of the same.

(2) To hold, maintain and administer any leasehold rights in and to physical properties demised to the Beneficiary and to comply with the terms and conditions of any such lease.

(3) To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, remodel, maintain, equip, operate, furnish, regulate and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other things of value, designated or needful for utilization in furnishing and providing of services in connection with the types of facilities and services set forth in Paragraph (1) above; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of such properties, and revenue thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts made in connection with the acquisition, equipping, maintenance and disposal of any of said properties; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust but no longer needful for trust purposes.

(4) To transact business anywhere in the State of Oklahoma to the extent it benefits the citizens of the Beneficiary.

(5) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid hospitals, buildings, facilities, and all properties (real, personal or mixed) needful for executing and fulfilling the Trust purposes as set forth in this instrument and all other charges, costs, and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(6) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary municipality upon termination of the Trust pursuant to Article IX.

ARTICLE IV

DURATION OF TRUST

This Trust shall continue in existence until it shall be terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.

(2) Any and all leasehold rights remised to the Trustees by the Beneficiary as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

The instruments executed for each project, and such issuance of Trustees' bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

THE TRUSTEES

(1) The voting Trustees of this Trust shall be nine (9) in number, each of whom shall be appointed by the Mayor with the approval of the City Council of the City of Norman, Oklahoma. The names and terms of the current appointed Trustees are:

<u>Name</u>	<u>Term Expires</u>
Rev. G. Hugh Wilson, Ph.D.	December 2000
Don Sickles	December 2000
Richard Harkness, M.D.	December 2000
Andrea M. West, R.N., Ph.D.	December 2001
Janie Powell	December 2001
Rainey Powell	December 2001
Joseph L. Thacker	December 2002
Jequita H. Napoli	December 2002
William C. McCurdy, M.D.	December 2002

After completion of the terms set forth above, the terms of office shall be staggered three (3) year terms and each Trustee shall serve until his/her successor is approved and qualified. Upon the end of such Trustee's term, or upon such Trustee vacating his or her office, the Mayor of the City of Norman, with the approval of the City Council, shall appoint a Trustee to fill the vacancy. A vacancy shall be deemed to exist in the case of death, disability, resignation or removal of any Trustee. Any position of Trustee filled by the appointment of a successor upon completion of a Trustee's term shall be for a term equal to the term of office of the Trustee whose term has expired. The remaining Trustees may submit a list of proposed names to the Mayor for the successor Trustee, who shall be appointed by the Mayor with the approval of the City Council. The vacant position of a Trustee filled shall be for the remainder of the vacating Trustee's unexpired term. A Trustee may be reappointed to succeed himself/herself. Any Trustee appointed by the Mayor with the approval of the City Council may be removed for cause, under applicable law. The current Chief of Staff and the Chief of Staff Elect of Norman Regional Hospital, the Chief Executive Officer of the Trust and the City Manager of the Beneficiary may be ex-officio members of the Board of Trustees of the Trust, but shall have no vote. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder.

(2) A quorum of the Board of Trustees shall consist of a minimum of five (5) Trustees. The affirmative vote of at least six (6) Trustees shall be required for the approval of any amendments to this Trust Indenture or any Bylaws of the Board of Trustees. On all other matters, the following number of affirmative votes shall be required for the approval of any action based upon the number of Trustees present:

Number of Trustees Present

Affirmative Votes Required

9	5
8	5
7	4
6	4
5	4

(3) The Trustees may appoint a Chair of the Trustees who shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings.

(4) The Trustees may appoint a Vice Chair/Secretary who shall act in the place of the Chair during his or her absence, keep minutes of all meetings of the Trustees and maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. The Trustees may appoint one or more Assistant Secretaries to perform such duties as may be assigned to such officers at any time and from time to time by the Trustees.

(5) The Trustees shall appoint a Chief Executive Officer of the Trust (whether designated as President, Administrator, or otherwise). The Chief Executive Officer shall act as general manager for the Trust Estate and may cause the Trust to employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may either directly or through his or her designees, fix their duties, terms of employment and compensation. The Chief Executive Officer of the Trust shall administer the business of the Trust Estate as directed from time to time by the Trustees. The Chief Executive Officer of the Trust may be an ex-officio member of the Board of Trustees, but shall have no vote.

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

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the authority to do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Article III of this Trust Indenture, with the general authority hereby given being intended to make fully effective the power of the Trustees under this Trust Indenture; and, to effectuate said purposes, the Trustees are specifically authorized (but their general powers are not limited thereby) with the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(1) To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer any of the facilities designated pursuant to Paragraph (1) of Article III hereof as the Trustees shall determine necessary for the benefit and development of the Beneficiary.

(2) To enter into contracts for the acquisition and construction of property, buildings and facilities authorized to be acquired and constructed pursuant to the terms of this Trust Indenture.

(3) To employ such architectural and engineering firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The cost of such engineering and architectural work shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

(4) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring, equipping or constructing property, buildings, improvements and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

(a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond

indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project.

(b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in whole or in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate; and

(c) Appoint, select and compensate attorneys, underwriters, paying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

(d) To purchase or redeem said bonds, notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as may be stated in any instrument authorizing such issuance or securing the payment of any such indebtedness.

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

(6) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, real and personal; to borrow money, or renew loans to the Trust, to refund outstanding bonded indebtedness and to execute therefor notes, bonds or other evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the Beneficiary and construct, improve, repair, extend, remodel and equip buildings and facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, limited liability companies, corporations and others, including the United States of America, or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance or otherwise of such real and personal property, buildings and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust Estate or of which the Trustees may become the owners or lessees.

(7) To fix, demand and collect charges, rentals and fees for the property, buildings and facilities of the Trust; to discontinue furnishing of properties, buildings and facilities to any person,

firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(8) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, limited liability company, association, trusteeship, municipality, government or sovereignty; and without limit as to amount to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(9) To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom.

(10) To have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary. The whole title, legal and equitable, to the properties of the Trust Estate is and shall be vested in the Trustees.

(11) To contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

(12) To select depositories for the funds and securities of this Trust.

(13) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims by arbitration or otherwise and pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All such expenditures shall be treated as expenses of executing this Trust.

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

(15) To adopt, amend and repeal rules and regulations, policies and procedures for the regulation of its affairs and the conduct of its business.

(16) To exercise all other powers and functions necessary or appropriate to carry out the duties and purposes of the Trust in behalf of and for the benefit of the Beneficiary, to the extent and in such manner as now is or hereafter shall be a proper function of the Trust and of the Beneficiary.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The Beneficiary of this Trust shall be the Beneficiary, under and pursuant to Title 60, Oklahoma Statutes 1991, Section 176 *et seq.*, as amended and supplemented, and other statutes of the State of Oklahoma presently in force and effect. Except as otherwise provided herein, this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination from and after the date any indebtedness is incurred by the Trustees.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate.

ARTICLE IX

TERMINATION OF TRUST

This Trust shall terminate -

(1) When the purposes set out in Article III of this instrument shall have been fully executed; or

(2) In the manner provided by Title 60, Oklahoma Statutes 1991, Section 180; provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE X

AMENDMENT OF TRUST INDENTURE

This Amended and Restated Trust Indenture has been duly approved by the Trustees and by the Beneficiary. In addition, due to the death of the original Trustor, the ability of the Trustees and Beneficiary to approve the Amended and Restated Trust Indenture was confirmed by the Order of the District Court of Cleveland County, Oklahoma dated April 28, 2000, in Case No. CJ-2000-446-L. This Amended and Restated Trust Indenture may be amended without the approval of the Trustor by approval of two-thirds (2/3rds) of the Trustees and approval of the Beneficiary so long as no outstanding indebtedness is secured by the Trust Estate. If there is any such outstanding indebtedness, such amendment shall be approved by the holders of such indebtedness or any Trustee for the holders of any outstanding bonds or notes. The Trustee for the holders of any such bonds or notes may conclusively rely on the opinion of an attorney for the Trust that any such amendment shall not materially adversely affect the security for such bonds or notes or the ability of the holders to receive timely payment thereon.

ARTICLE XI

ACCEPTANCE OF TRUST

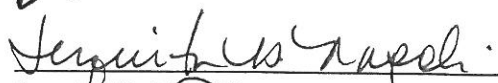
The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees of the Trust have executed this document as of the date and year first above mentioned.

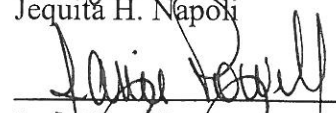
TRUSTEES:



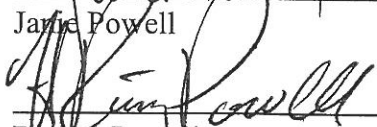
Joseph L. Thacker



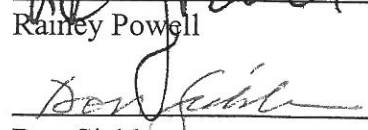
Jequita H. Napoli



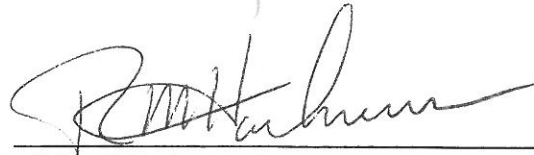
Jamie Powell



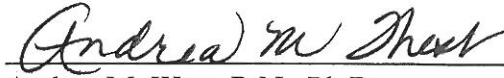
Rainey Powell



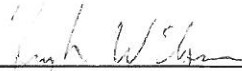
Don Sickles



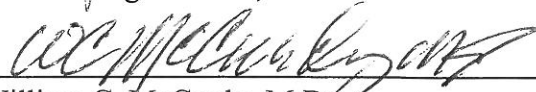
Richard Harkness, M.D.



Andrea M. West, R.N., Ph.D.



Rev. G. Hugh Wilson, Ph.D.



William C. McCurdy, M.D.

STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND)

SS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 10th day of May, 2000, personally appeared Joseph L. Thacker, Jequita H. Napoli, Janie Powell, Rainey Powell, Don Sickles, Richard Harkness, M.D., Andrea M. West, R.N., Ph.D., Rev. G. Hugh Wilson, Ph.D., William C. McCurdy, M.D., to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

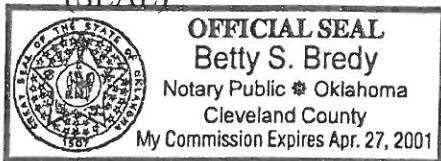
GIVEN UNDER MY HAND AND SEAL the day and year last above written.



Notary Public

My Commission expires:

04-27-01
(SEAL)



ACCEPTANCE OF BENEFICIAL INTEREST (AMENDED AND RESTATED TRUST)
BY CITY OF NORMAN

KNOW ALL MEN BY THESE PRESENTS:

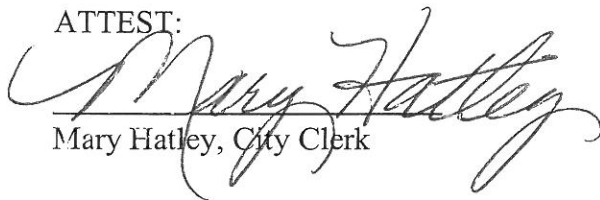
That the City of Norman, Oklahoma, a municipal corporation, hereby approves in all respects the within and foregoing Amended and Restated Trust Indenture, and hereby confirms its acceptance of the beneficial interest in the Trust for and on behalf of said Beneficiary and in all respects in accordance with the terms of said Amended and Restated Trust Indenture.

WITNESS, my hand as Mayor of the City of Norman, Oklahoma, attested by the City Clerk of the City of Norman, Cleveland County, Oklahoma, pursuant to the direction of the Norman City Council, this 13th day of June, 2000.



Bob Thompson, Mayor

ATTEST:



Mary Hatley, City Clerk

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

FILED

JUN 15 2000

OKLAHOMA SECRETARY
OF STATE

CERTIFICATE

I, THE UNDERSIGNED, SECRETARY OF STATE OF THE STATE OF OKLAHOMA, DO HEREBY CERTIFY: That I am by the laws of said State, the custodian of the records of the State of Oklahoma relating to written instruments creating public trusts, and am the proper officer to execute this certificate.

I FURTHER CERTIFY that pursuant to Title 60, Oklahoma Statutes, 1991, Section 180.2(d), on the 15 day of June, 2000, a certified copy of the Amended and Restated Trust Indenture dated as of the 28th day of April, 2000, for the Norman Regional Hospital Authority was filed in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Oklahoma at the City of Oklahoma City this 15 day of June, 2000.

SECRETARY OF STATE
STATE OF OKLAHOMA

By: *Rebecca Adams*

ADDRESS OF TRUST:

Norman Regional Hospital Authority
c/o Norman Regional Hospital
901 North Porter
Norman, Oklahoma 73071