

OKLAHOMA HEALTH INFORMATION EXCHANGE TRUST

TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST INDENTURE ("Trust Indenture"), dated as of the 20th day of September, 2010, by and between Jenny Alexopoulos, John Calabro, Sam Guild, Craig Jones, David Kendrick, Robert H. Roswell and Brian Yeaman ("Trustors") and the individuals executing this Trust Indenture as Trustees, and their respective successors as provided herein ("Trustees"), is executed for the purpose of forming and creating the Oklahoma Health Information Exchange Trust ("Trust") as set forth below:

RECITALS

A. The Legislature of the State of Oklahoma has passed legislation, Senate Bill 1373, expressly approving the creation of a state-beneficiary public trust named the "Oklahoma Health Information Exchange Trust" or OHIET for the purposes of (1) serving as Oklahoma's "Qualified State-Designated Entity," for purposes of any federal grant money awarded to facilitate and expand the electronic movement and use of health information among organizations according to nationally recognized health standards and (2) to promote, develop, and sustain electronic health information exchange at the State level.

B. In order to further the purposes stated in Paragraph A above, the parties hereto establish this Trust for the benefit of the State of Oklahoma ("Beneficiary"), according to the terms and conditions and for the specific purposes hereinafter set forth.

C. In consideration of the payment by the Trustor 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 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, Section 176 *et seq.* as amended (the "Oklahoma Public Trust Act") and other applicable statutes and laws of the State of Oklahoma.



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Trust Indenture -
Oklahoma Health Information Exchange Trust



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ARTICLE II

NAME

The name of this Trust shall be the "Oklahoma Health Information Exchange Trust", 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 to:

(1) Establish and maintain a framework for the exchange of health information, through a single or multiple health information exchanges, and encourage the widespread adoption and use of electronic health record systems among Oklahoma health care providers, payors and patients.

(2) Promote and facilitate the sharing of health information among health care providers within Oklahoma and in other states by providing for the transfer of health information, medical records, and other health data in a secure environment for the benefit of patient care, patient safety, reduction of duplicate medical tests, reduction of administrative costs and any other benefits deemed appropriate by the Trust.

(3) Establish and adopt standards and requirements for the use of health information and the requirements for participation in any health information exchange(s) established by the Trust by persons or entities including, but not limited to, health care providers, payors, and local health information exchanges.

(4) Establish minimum standards for accessing the health information exchange(s) established by the Trust to ensure that the appropriate security and privacy protections apply to health information, consistent with applicable federal and State standards and laws. The Trust shall have the power to suspend, limit, or terminate the right to participate in the health information exchange for non-compliance or failure to act, with respect to applicable standards and laws, in the best interests of patients, users of the health information exchange, or the public. The Trust may seek all remedies allowed by law to address any violation of the terms of participation in the health information exchange or applicable statutes and regulations.

(5) Identify barriers to the adoption of electronic health records systems, including researching the rates and patterns of dissemination and use of electronic health record systems throughout the State.

(6) Solicit and accept grants, loans, contributions, or appropriations from any public or private source and expend those moneys, through contracts, grants, loans, or agreements, on activities it considers suitable to the performance of its duties.

(7) Determine, charge and collect any fees, charges, costs, and expenses from any healthcare provider or entity in connection with its duties.

(8) Employ, discharge or contract with staff, including administrative, technical, expert, professional, and legal staff, as is necessary or convenient to carry out the purposes stated in this Article III.

(9) To plan, establish, develop, construct, enlarge, remodel, improve, make alterations, extend, maintain, equip, operate, lease, furnish and regulate one or more health information exchange(s) for the benefit of the Beneficiary.

(10) To construct, install, equip and maintain any hardware, software, technology, equipment, and programs necessary for the health information exchange(s) established by the Trust.

(11) To construct, equip and maintain any facilities for the development, maintenance and operation of the health information exchange(s) established by the Trust.

(12) 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), intellectual properties (copyrights, trademarks, patents, licenses), rights, privileges, immunities, benefits and any other things of value, designated or needed in establishing, maintaining and operating a health information exchange or multiple exchanges.

(13) To finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of the properties and other assets listed in paragraphs (5) and (6) above, 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.

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

(15) 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 the health information exchange(s) and any or all of the properties and assets indicated in paragraphs (5) and (6) above needed 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.

(16) 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 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 of any type or nature 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.

(1) Any and all leasehold rights remised to the Trustees by the Beneficiary or any other entity or person as authorized and empowered by law.

(2) Any and all money, property (real, personal, intellectual 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 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 number and terms of voting Trustees of this Trust shall be consistent with Title 63, Section 1-132 of the Oklahoma Statutes as amended, which provides upon execution of this Trust Indenture that the number of voting Trustees shall be seven (7) in number, with three (3) appointed by the Governor of the State of Oklahoma, two (2) appointed by the President Pro Tempore of the Senate and two (2) appointed by the Speaker of the House of Representatives.

The appointment of Trustees shall be consistent with 42 U.S.C. § 300jj-33 and any other applicable laws. The Trustees so appointed shall be persons knowledgeable about health information exchanges and work in or have experience with the industries or stakeholders directly impacted by health information exchanges and shall be selected from a list of at least three (3) nominees per vacancy submitted by the existing Board of Trustees to the appointing party.

Each Trustee shall serve a term of five (5) years; provided, however, the terms of the first Trustees appointed shall be as follows:

Governor Appointees:

<u>Name</u>	<u>Term End</u>
John Calabro	July 31, 2015
Robert H. Roswell	July 31, 2014
Brian Yeaman	July 31, 2011

Speaker of the House Appointees:

<u>Name</u>	<u>Term End</u>
David Kendrick	July 31, 2015
Sam Guild	July 31, 2012

President Pro Tempore Appointees:

<u>Name</u>	<u>Term End</u>
Craig Jones	July 31, 2015
Jenny Alexopoulos	July 31, 2013

At the expiration of the term of each Trustee and of each succeeding Trustee, or whenever a vacancy shall occur by death, resignation or otherwise, the State official who originally appointed such Trustee shall fill the same by appointment, and the appointee shall hold office during the new term or unexpired term, as applicable. Each Trustee shall hold office until his/her successor has been appointed and qualified. A Trustee may be reappointed to succeed himself/herself.

Any Trustee may be removed by the State official who originally appointed such Trustee for cause, including incompetency, neglect of duty, or malfeasance in office, under applicable law and a successor appointed as provided above. 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 four (4) Trustees. Except for Amendments to this Trust Indenture (as provided in Article XI) and to the Trust's Bylaws, the affirmative vote of at least four (4) Trustees shall be required to approve any action.

(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, Director or otherwise). To the extent required by applicable law, the Oklahoma Health Information Technology Coordinator shall serve as the Chief Executive Officer of the Trust. 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 Beneficiary, nor personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trust payable solely from the Trust Estate.

(7) Pursuant to Title 60, Oklahoma Statutes, Section 179, the Trustees and the Beneficiary 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 facilities, and services of the Trust; to discontinue furnishing of properties, buildings, facilities and/or services 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, commodities and services 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

ADVISORY BOARD

The Trust will have an Advisory Board comprised of members who represent health care providers, trade associations, government agencies and other parties with an interest in the implementation and use of the health information exchange as more specifically set forth in the Trust's Bylaws. The purpose of the Advisory Board is to serve as an advisory body to the Trustees regarding the Purposes of the Trust set forth in Article III. All recommendations approved by the Advisory Board shall be presented to and considered by the Trustees as an agenda item at a meeting of the Trustees.

ARTICLE IX

BENEFICIARY OF TRUST

(1) The Beneficiary of this Trust shall be the Beneficiary, under and pursuant to Title 60, Oklahoma Statutes, 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 X

TERMINATION OF TRUST

This Trust shall terminate in the manner provided by Title 60, Oklahoma Statutes, 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 XI

AMENDMENT OF TRUST INDENTURE

This Trust Indenture has been duly approved by the Trustees and by the Beneficiary. This Trust Indenture may be amended without the approval of the Trustor by approval of two-thirds (2/3rds) of the Trustees subject to the approval of the Governor of the State of Oklahoma 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. Any amendments shall be sent to the Governor within fifteen (15) days of their adoption.


ARTICLE XII

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 undersigned, in her capacity as both Trustor and Trustee of the Trust, has executed this document as of the date and year first above mentioned.

TRUSTOR:


Jenny J. Alexopoulos, D.O.

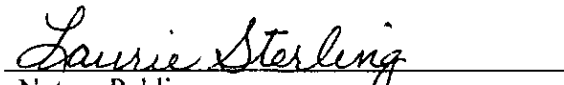
TRUSTEE:


Jenny J. Alexopoulos, D.O.

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

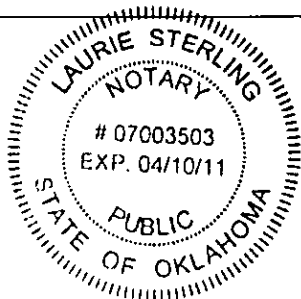
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 23rd day of August, 2010, personally appeared Jenny J. Alexopoulos, D.O., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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:

(SEAL)



IN WITNESS WHEREOF, the undersigned, in his capacity as both Trustor and Trustee of the Trust, has executed this document as of the date and year first above mentioned.

TRUSTOR:

John R. Calabro
John R. Calabro

TRUSTEE:

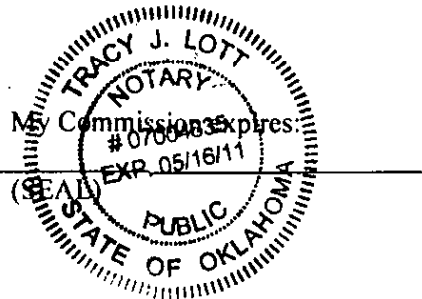
John R. Calabro
John R. Calabro

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

27 BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day of August, 2010, personally appeared John R. Calabro, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

Tracy J. Lott
Notary Public



IN WITNESS WHEREOF, the undersigned, in his capacity as both Trustor and Trustee of the Trust, has executed this document as of the date and year first above mentioned.

TRUSTOR:

Samuel T. Guild
Samuel T. Guild

TRUSTEE:

Samuel T. Guild
Samuel T. Guild

STATE OF OKLAHOMA)
 Washington) SS
COUNTY OF ~~OKLAHOMA~~)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 24th day of August, 2010, personally appeared Samuel T. Guild, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

Martha Lechuga
Notary Public

My Commission expires:
10/29/2013

(SEAL)



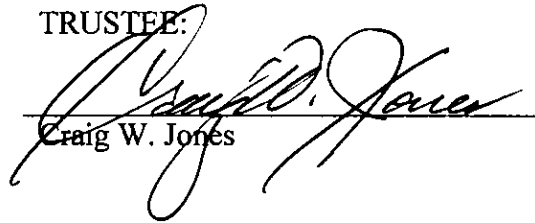
IN WITNESS WHEREOF, the undersigned, in he capacity as both Trustor and Trustee of the Trust, has executed this document as of the date and year first above mentioned.

TRUSTOR:



Craig W. Jones

TRUSTEE:

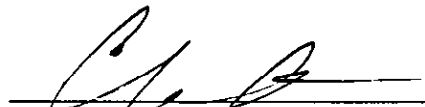


Craig W. Jones

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 24th day of August, 2010, personally appeared Craig W. Jones, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

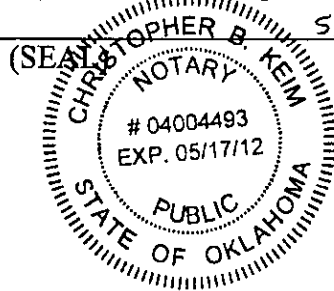


Notary Public

My Commission expires:

5/17/12

(SEAL)



IN WITNESS WHEREOF, the undersigned, in he capacity as both Trustor and Trustee of the Trust, has executed this document as of the date and year first above mentioned.

TRUSTOR:

Robert H. Roswell

Robert H. Roswell, M.D.

TRUSTEE:

Robert H. Roswell

Robert H. Roswell, M.D.

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 19th day of August, 2010, personally appeared Robert H. Roswell, M.D., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

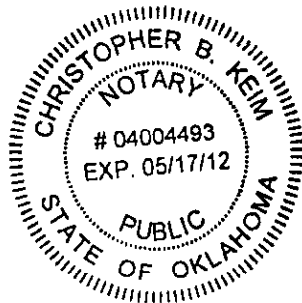
Christopher B. Kem

Notary Public

My Commission expires:

MAY 17, 2012

(SEAL)



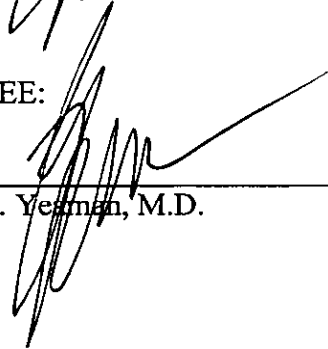
IN WITNESS WHEREOF, the undersigned, in he capacity as both Trustor and Trustee of the Trust, has executed this document as of the date and year first above mentioned.

TRUSTOR:



Brian A. Yeaman, M.D.

TRUSTEE:

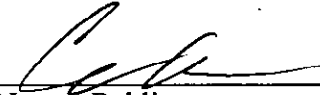


Brian A. Yeaman, M.D.

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

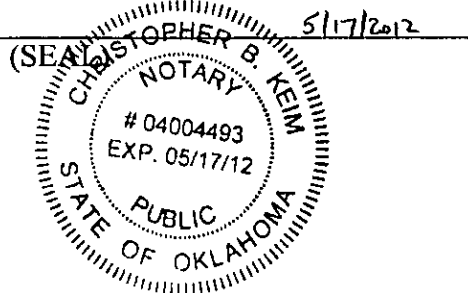
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 19th day of August, 2010, personally appeared Brian A. Yeaman, M.D., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free 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:



APPROVAL OF
OKLAHOMA HEALTH INFORMATION EXCHANGE TRUST,
a State Beneficiary Public Trust

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, The Attorney General of the State of Oklahoma, has determined that the Trust created by the within and foregoing Trust Indenture is in proper form and is compatible with the laws of the State of Oklahoma and hereby approves the Trust created by the within and foregoing Trust Indenture.

WITNESS, the Honorable Drew Edmondson, Attorney General of the State of Oklahoma, this 20th day of September, 2010.



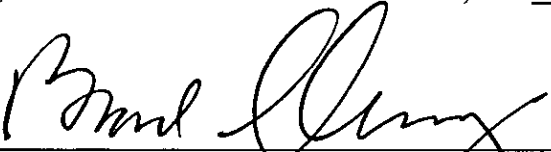
Drew Edmondson, Attorney General of the State of
Oklahoma

ACCEPTANCE OF BENEFICIAL INTEREST
OF OKLAHOMA HEALTH INFORMATION EXCHANGE TRUST,
a State Beneficiary Public Trust

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, The Governor of the State of Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture for and on behalf of said Beneficiary, the State of Oklahoma, and in all respects in accordance with the terms of said Trust Indenture.

WITNESS, the Honorable Brad Henry, Governor of the State of Oklahoma, this 20th
day of September, 2010.



Brad Henry, Governor of the State of Oklahoma

ATTEST:

SECRETARY OF STATE

