

**AGREED TERMINATION OF
CLINIC MANAGEMENT SERVICES AGREEMENT**

This Agreed Termination of Management Services Agreement (this "Agreement") is made effective as of May 1, 2023 ("Effective Date"), by and between Clinton Hospital Authority, an Oklahoma Public Trust, (hereafter referred to as "Trust") and Carrus Health, LLC, a Texas Limited Liability Company (hereafter referred to as "Carrus").

RECITALS

WHEREAS, Trust and Carrus have previously entered into a Management Services Agreement, dated the 13th day of March, 2023 (Management Agreement);

WHEREAS, Trust is the owner of Clinton Regional Urgent Care, (hereafter referred to as the "Clinic") located at 90 N. 30th, Suite 6, Clinton, Oklahoma, which is an Urgent Care Clinic as defined by OAC 317:30-5-42.4;

WHEREAS, Carrus has been operating the Urgent Care Clinic under the terms and conditions of the Management Agreement since execution;

WHEREAS, the Parties wish to terminate the Management Agreement so that the Parties can enter into Lease agreement for the space currently occupied by Carrus, for the future provision of services as an Urgent Care Clinic as defined by OAC 317:30-5-42.4.

AGREEMENT

NOW THEREFORE, the parties agree to terminate the Management Agreement under the following terms and conditions:

1. Effective April 30, 2023 at 11:59 PM (the Termination Date), the parties agree that the Management Agreement shall terminate and the Parties shall begin operating under the Lease Agreement, executed contemporaneously herewith.
2. The following provisions shall survive termination, for whatever period necessary to finalize the obligation:
 - a. Authority's obligation to pay the Management Fee from the actual gross collections, for services rendered during the term of the Management Agreement, through the Termination Date
 - b. Carrus' obligation to account for and remit the gross collections, less the 6% Management Fee for the term of the Management Agreement, through the Termination Date.
 - c. The provisions of the Management Agreement relating to: Access to Books and Records, HIPAA Compliance and Return of Records.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Oklahoma.

SIGNATORIES. This Agreement shall be executed on the behalf of Carrus Health by Jon Rains and on behalf of Clinton Hospital Authority, an Oklahoma Public Trust, by the Chairman of the Clinton Hospital Authority.

Date signed by Clinton: _____
Party receiving services:
Clinton Hospital Authority, an Oklahoma
Public Trust

By: David Berrong
Its: Chairman

Date signed by Carrus: 05/01/2023
Party providing services:
Carrus Healthcare, LLC

Jon M. Rains

Jon Rains, President & COO