

**LEASE AGREEMENT BETWEEN
CLINTON REGIONAL HOSPITAL AND
Carrus Health, LLC – Urgent Care**

LEASE AGREEMENT

This Lease Agreement is made on the 1st day of May, 2023, between Clinton Hospital Authority, an Oklahoma Public Trust (the “Landlord”), and Carrus Health, LLC, a Texas Limited Liability Company (the “Tenant”).

WHEREAS, Landlord is the sole owner of approximately 11,600 square feet of Physician Space and Common Areas more fully described below, including the suite of offices and exam rooms numbered Suite # 6 and 8 consisting of approximately 2,669 square feet (Urgent Care Office) located at 90 N. 30th St, Clinton Oklahoma 73601, which it desires to lease to Tenant; and

WHEREAS, Tenant desires and is empowered to lease said property; and

WHEREAS, the parties desire to enter into a lease agreement to define their respective rights, duties, and liabilities concerning such a lease;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Lease Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Leased Premises and Building Common Areas

1.1. Landlord hereby leases to Tenant the suite of offices and exam rooms identified as Suite # 6 and 8 (the “Urgent Care Office”) in the medical office building located at 90 N. 30th St, Clinton Oklahoma 73601 (the “Building”). Such lease shall include the exclusive right to use the Urgent Care Offices and the non-exclusive right to use the hallways, waiting areas and other common areas, walkways, lobbies and other parts of the Building as may be designated by the Landlord from time to time as intended for use by the public and other tenants of the Building (the “Building Common Areas”). Collectively, the Urgent Care Office and Building Common Areas shall be referred to as the “Leased Premises”.

1.2. It is expressly agreed that the Tenant will accept the Lease Premises, including any fixtures, equipment and/or supplies located within the leased premises, in their AS IS condition. By taking possession of the Lease Premises, including any fixtures, equipment and/or supplies located within the leased premises, the Tenant will be deemed to have accepted the Lease Premises as suitable for the purpose for which the same are leased and to have waived any and all defect therein. Landlord shall be responsible for furnishing and maintaining the existing parking. Landlord shall be responsible for the upkeep of the exterior of the Lease Premises, including any exterior walls and roof.

2. Term

2.1 The term of the lease shall be one year, commencing on May 1, 2023 and ending on April 30, 2024 (the “Expiration Date”), unless postponed, accelerated or extended as hereafter provided (the “Lease Term”). The Term of the Lease shall automatically renew for one (1) year periods unless the parties

provide at least ninety (90) days written notice of their intent not to renew pursuant to section 2.3 below.

2.2 In the event the Tenant continues to occupy the Leased Premises after the expiration or other termination of the Lease Term, such holding over will, unless otherwise agreed by the Landlord in writing, constitute a tenancy at will at a monthly rental amount equal to one hundred twenty five percent (125%) the amount of the Rent payable during the last month prior to the termination of the Lease Agreement and be subject to all of the other provisions set forth herein. At the time such holding over becomes a tenancy at will, such rent shall be payable in advance due on the first day of each month and such rent shall not be prorated.

2.3 Tenant may terminate the Lease upon one hundred (120) days written notice.

3. Rent/Maintenance

3.1 During the Lease Term, Tenant shall pay to Landlord Rent of Two Thousand One Hundred Eighty Eight Dollars (\$2,188.58) per month, payable in advance due on the first day of each month. Rent for any subsequent Renewal Term shall increase by 3% annually, to be applied for the first month of the new term. Any amount owing by the Tenant to the Landlord will bear interest at the rate of one and one quarter percent (1.25%) per month from the due date until paid.

4. Use

4.1 Tenant will not use or permit any portion of the Leased Premises to be used by Tenant's employees, agents, licensees or invitees for any purpose other than as an Urgent Care Clinic, as defined by OAC 317:30-5-42.4 (the Regulations), for the provision medical and health related service in accordance with the Lease Agreement and the regulations without the prior, express, and written consent of Landlord. Tenant shall not use the Leased Premises for the operation of a "commercial ancillary medical care facility", which shall include without limitation: a clinical or pathological laboratory, pharmacy, ambulatory surgery center, birthing center, a diagnostic imaging facility, a specialty hospital, a pain clinic, a rehabilitation center, an extended care facility, an inpatient clinic, a home health service, an health maintenance organization or similar direct care provider for the provision of any services other than the examination and diagnosis of patients performed directly by a licensed physician or other health care professionals under the direct supervision of a licensed physician, as allowed for by the Regulations.

4.2 Landlord shall from time to time adopt and publish rules and regulations concerning the Urgent Care Office Space, the Building, or the Leased Premises (the "Medical Office Building Regulations"). The Medical Office Building Regulations, as may be amended from time to time, are made part of this Lease Agreement and shall be binding on Tenant. Tenant agrees, and shall cause its employees, agents, licensees and invitees, to abide by the Development Regulations.

4.3 Tenant shall at all times keep the Building Common Areas clear and shall not take any action which would interfere with or impede the rights of any other person to use the Building Common Areas.

Landlord reserves the right to change or modify the dimensions, composition and location of the Building Common Areas as it exists at the beginning of the Lease Term. Landlord's rights shall include, but not be limited to, the right to: (a) restrict the use of the Building Common Areas by unauthorized persons; (b) utilize from time-to-time any portion of the Building Common Areas for promotional, entertainment and related matters which do not unreasonably obstruct or interfere with Tenant's use of the Leased Premises; (c) place temporary or permanent kiosks, displays, carts and stands in the Building Common Areas; and (d) temporarily close any portion of the Building Common Areas for: (i) repairs, improvements or alterations, (ii) to discourage non-customer use, (iii) to prevent any dedication or any acquisition easement by prescription, or (iv) for any other reason deemed sufficient in Landlord's reasonable discretion.

- 4.4 Tenant shall not occupy or use the Leased Premises in any manner, or cause anything to be done to the Leased Premises, which would increase the rate of premiums for insurance upon the Building or Leased Premises. In the event that the Tenant's occupancy or use of the Leased Premises causes an increase in the premiums for the Landlord's insurance, Tenant agrees, after written notice from Landlord, to promptly pay the amount of any such increase as additional rent hereunder.
- 4.5 At all times during the term of this Agreement, Tenant shall maintain professional and general liability insurance on behalf of any Physicians at least in the amount required for Medical Staff members of the Tenant of a comparable specialty. Tenant shall cause to be issued to Landlord a certificate reflecting such insurance coverage at the request of Landlord. Landlord shall maintain all risk insurance coverage for the replacement value of the Building. Landlord agrees to furnish Tenant evidence of such insurance coverage promptly upon request.

5. Utilities/Alterations/Repairs/Maintenance

- 5.1 Landlord shall provide water and wastewater services. Tenant shall be responsible for all other utilities servicing the Leased Premises, including but not limited to electricity and gas.
- 5.2 The Tenant will make no alterations or additions to the Leased Premises without the prior written consent of the Landlord. Tenant will not permit any utility, phone, internet or other services to be installed in the Leased Premises without first obtaining written authorization from Landlord. In the event Landlord authorizes any such installations, Tenant agrees to notify Landlord in writing of the time and place of any such installation and shall not permit service providers to perform any such installations unless Landlord is present. The Tenant will, at the Tenant's expense, repair or replace any damage done to the Building or the Leased Premises by the Tenant or the Tenant's agents, employees or invitees. The Tenant will promptly notify Landlord of any damage or malfunction of the Leased Premises of which Tenant has knowledge. Any repairs to the Leased Premises made necessary by the act, neglect, fault or omission of Tenant or Tenant's agents, employees or invitees shall be made by Landlord at Tenant's expense, and Tenant promptly shall remit such cost to Landlord upon written demand. The Tenant will not commit or allow any waste or damage to be committed on any portion of the Leased Premises and on the termination of the Lease Agreement, the Tenant will deliver up the Leased Premises and the Leasehold Improvements to the Landlord in the condition which existed on the first date of the Lease Term, ordinary wear and tear and insured casualty loss excepted.

5.3 Tenant shall, at its own expense, keep the interior of the Leased Premises clean and maintain suitable receptacles for trash and refuse and remove from the Leased Premises all trash and refuse. Additionally Tenant shall service and keep and maintain the interior, including fixtures, doors, interior walls and appurtenances in good condition repair and working order and shall repair any damages caused by the actions of Tenant or Tenant's agents, employees and patients.

6. **Assignment/Subletting** The Tenant will not assign or encumber the Lease Agreement or any interest herein or sublet the Leased Premises in whole or in part or suffer any other person to occupy the Leased Premises or any portion thereof without the prior written consent of the Landlord, and any such assignment, encumbrance, subletting or occupancy without such consent will be void. No consent granted by the Landlord will constitute a waiver of the provisions of the Lease Agreement except as to the specific instance covered thereby.

7. **Indemnification** Landlord will not be liable for and the Tenant agrees to indemnify and save the Landlord harmless from all costs incurred in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence on the Leased Premises related to the occupancy by the Tenant of the Leased Premises or any part thereof, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the Leased Premises during the Lease Term or any extension of such term.

8. **Condemnation/Casualty** If the Building is taken or condemned in whole or in part for any public use or purpose by right of eminent domain (with or without litigation) or is transferred by agreement in connection with or in lieu of or under threat of condemnation, the Term of the Lease Agreement and the leasehold estate created hereby will, at the option of the Landlord, terminate as of the date title vests in the condemning entity or the transferee. The Landlord will receive the entire award from such taking (or the entire compensation paid on account of any transfer by agreement) and the Tenant will have no claim thereto. If the Leased Premises are damaged by fire or other casualty and such damage cannot be repaired within ninety (90) days (as estimated by the Landlord as soon as reasonably practicable after the occurrence of such damage), the Lease Agreement will terminate as of the date on which such damage occurred and Tenant will surrender the Leased Premises to the Landlord.

9. **Abandoned Property** All personal property not removed by the Tenant from the Leased Premises within ten (10) days after expiration of the Lease Term or any earlier termination of the Lease Agreement will be conclusively presumed to have been abandoned by the Tenant and the Landlord may, at the Landlord's option, thereafter take possession of such property and either declare the same to be the property of the Landlord or, at the expense of the Tenant, dispose of such property in any manner and for whatever consideration the Landlord in the Landlord's sole discretion deems advisable.

10. **Default** The following events will be deemed to be events of default by the Tenant under the Lease Agreement: (a) failure to pay any Rent or other sums payable by the Tenant hereunder when such sums become due; (b) failure to comply with any material term of the Lease Agreement or Medical Office Building Regulations; or (c) vacation or abandonment of any portion of the Leased Premises, (d) failure to operate or maintain regular business hours for a period of 48 hours. In the event of default hereunder, the Landlord will notify the Tenant of such default in writing. In the event the Tenant, to the

reasonable satisfaction of the Landlord, cures a default arising from the events specified above within five (5) days after receipt of such notice the Tenant will be restored to their respective rights and obligations under the Lease Agreement as if no default had occurred. On the failure of the Tenant to cure a default within the time provided, or on the occurrence of any event of default, the Landlord will have the option to do any one or more of the following without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or by the Lease Agreement:

- 10.1.1 **Termination** The Landlord may terminate the Lease Agreement, in which event the Tenant will immediately surrender the Leased Premises to the Landlord, but if the Tenant fails to do so, the Landlord may enter and take possession of the Leased Premises and remove the Tenant and the Tenant's property therefrom.
- 10.1.2 **Acceleration** The Landlord may declare the entire amount of the Rent to become payable during the remainder of the Lease Term to be due immediately, in which event the Tenant agrees to pay the same to the Landlord on demand. The acceleration and acceptance by the Landlord of the payment of such Rent will not constitute a waiver of any default then existing or thereafter occurring hereunder.
- 10.1.3 **Reletting** The Landlord may enter and take possession of the Leased Premises as the agent of the Tenant without terminating the Lease Agreement, and the Landlord may relet the Leased Premises as the agent of the Tenant and receive the rent therefore, in which event the Tenant will pay to the Landlord, on demand, any deficiency that might arise by reason of such reletting; provided, however, that the Landlord will have no duty to relet the Leased Premises and the failure of the Landlord to relet the Leased Premises will not release or affect the Tenant's liability for Rent or for damages.
- 10.1.4 **Option to Perform** The Landlord may perform or cause to be performed the obligations of the Tenant under the Lease Agreement and may enter the Leased Premises to accomplish such purpose. The Tenant agrees to reimburse the Landlord on demand for any expense which the Landlord might incur in effecting compliance with the Lease Agreement on behalf of the Tenant.

11. Remedies No action by the Landlord during the Lease Term will be deemed an acceptance of an attempted surrender of the Leased Premises and no agreement to accept a surrender of the Leased Premises will be valid unless made in writing and signed by the Landlord. No re-entry or taking possession of the Leased Premises by the Landlord will be construed as an election by the Landlord to terminate the Lease Agreement, unless a written notice of termination is given to the Tenant. No provision of the Lease Agreement will be deemed to have been waived by the Landlord unless such waiver is in writing signed by the Landlord. No waiver by the Landlord of any default by the Tenant will be deemed to constitute a waiver of any other or future default hereunder. Forbearance by the Landlord to enforce one or more of the remedies herein provided will not be deemed to constitute a waiver of any default. The rights granted to the Landlord in the Lease Agreement are cumulative of every other right or remedy which the Landlord might otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

12. Landlord's Transfer In the event the Landlord transfers the Landlord's interest in the Leased Premises, the Landlord will thereby be released from any further obligation under the Lease Agreement

and the Tenant agrees to attorn and look solely to the transferee for the performance of such obligations arising after the date of the transfer. The agreement of the Tenant to attorn to the designee of the Landlord will survive any termination of rights of the Landlord in the Medical Office Building or the Leased Premises and the Tenant agrees to execute and deliver to the designee of the Landlord from time to time within ten (10) days after written request therefore all instruments which might be required by the Landlord to confirm such attornment.

13. Tenant Transfer Where relocation of tenant's office space as described in this agreement is necessary for the best interest of the Hospital and the community, the Landlord may relocate Tenant to another space within the Medical Office Building. Any new locations shall be of comparable size and shall be subject to the terms and conditions agreed to in this Lease Agreement. Landlord will give tenant 60 days minimum notice prior to move. Reasonable costs associated with such a move, including moving expense, stationery/business card printing, phone relocation shall be reimbursed to Tenant by Landlord. Tenant shall present to Landlord an itemized expense report and receipts to Landlord for reimbursement. In the event Tenant declines to move, their contract may be voided at the choice of the Landlord. Under this scenario, Tenant will be reimbursed the touchup/cleanup deposit. Any move under this clause shall be agreed to in advance by both the Landlord and the Tenant. Tenants consented shall not be unreasonably withheld. If notice of relocation is given, Tenant shall have to option to choose any alternative available space. Landlord shall not unreasonably withhold the alternative chosen space.

14. Miscellaneous

14.1. Transfer of Licenses In the event of any termination of this lease, whether by lapse or termination under section 2, 9, 10, or 11, to the extent allowed by law Tenant shall transfer to Landlord any license issued, for the operation of the Urgent Care Clinic, to Landlord.

14.2 Notices Any notice to be given hereunder will be deemed to be given when hand delivered or delivered by overnight courier or the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as indicated above. Either party may at any time designate any other address by giving written notice to the other party.

14.3. Joint and Several Liability If the Tenant comprises more than one person, the Tenant's obligations hereunder are joint and several. If there is a guarantor, the Tenant's obligations hereunder are joint and several obligations of the Tenant and the guarantor and the release, forbearance or discharge of any guarantor will not relieve the Tenant from the performance of the Tenant's obligations hereunder.

14.4 Entire Agreement The Tenant agrees that there are no representations, understandings, stipulations, agreements or promises pertaining to the Lease Agreement or the Leased Premises which are not incorporated herein. The Lease Agreement will not be altered, waived, amended or extended, except by a written agreement signed by the Landlord and the Tenant.

14.5 Severability If any clause or provision of the Lease Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of the Lease Agreement will not be affected thereby. It is the intention of the parties that if any 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.

14.6 Governing Law The Lease Agreement will be construed and enforced according to the internal laws of the State of Oklahoma. All claims, disputes and other matters in question arising out of or relating to the Lease Agreement, or the breach thereof, will be decided by proceedings instituted and litigated in the District Court of Custer County, Oklahoma.

14.7 Confidentiality The Tenant acknowledges and agrees that the terms and conditions of the Lease Agreement are nonpublic, confidential and proprietary in nature. The Tenant agrees to maintain the confidence of the terms of the Lease Agreement and not to disclose the terms or use any of the information set forth therein to any other party without the Landlord's express written consent, including, without implied limitation, other tenants of the Medical Office Building.

14.8 Binding Effect The provisions of the Lease Agreement will be binding on and inure to the benefit of the Landlord and the Tenant and their respective heirs, personal representatives, successors and permitted assigns.

14.9 Signage Tenant shall have the right to erect reasonable signage, as determined by Landlord, at its own cost and expense to properly mark the location and entry into the Clinic.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives.

LANDLORD

TENANT

Chairman of the Clinton Hospital Authority,
an Oklahoma Public Trust



Manager of Carrus Health, LLC