

LINE OF CREDIT AGREEMENT

NOTE NUMBER

DATE OF AGREEMENT

DEBTOR'S NAME(S)

LENDER'S NAME

Clinton Hospital Authority dba Clinton Regional Hospital
LOC #2

Clinton Public Works Authority

DEBTOR'S ADDRESS

LENDER'S ADDRESS

100 N 30th St Clinton Oklahoma 73601

415 Gary Blvd, Clinton Oklahoma 73601

AMOUNT OF CREDIT LINE
\$ 750,000

EXPIRATION DATE
October 31st, 2025

MINIMUM ADVANCE AMOUNT
\$ 50,000

FIRST ADVANCE AMOUNT
\$ 250,000

COMMITMENT FEE
\$ 0.00

INTEREST RATE
APR of 5 %

DRAW CONDITIONS

Draws will be approved by Clinton Hospital Authority Board then Clinton Council. The ratification of the agreement also ratifies the first draw of \$250,000. Further, conditions include the inclusion of where the funds will be applied and an update of the Revenue Cycle current state, aging thereof, and 90-day projection moving forward.

COLLATERAL

Projected unencumbered Accounts Receivables up to not to exceed \$750,000.

FOR VALUE RECEIVED, the Lender as of the date of this Agreement, agrees to make advances from time to time to the undersigned Debtor subject to the following terms and conditions of this Line of Credit Agreement ("Agreement"):

- 1. **AMOUNT OF CREDIT LINE.** The aggregate unpaid balance of all advances outstanding at any one time under this Agreement shall not exceed the Amount of Credit Line indicated above. All advances made hereunder shall reference this Agreement.
- 2. **EXPIRATION DATE.** No advance under this Agreement shall be made on a date beyond the Expiration Date stated above. Individual advances made pursuant to this Agreement may have a maturity date subsequent to the Expiration Date. Both parties recognize that Lender as of date of this Agreement may have loans/advances outstanding to Debtor which are not made under this Agreement and Lender may in the future make loans/advances other than advances made pursuant to this Agreement.
- 3. **INTEREST RATE.** The Interest Rate on advances made under this Agreement shall be as stated above. Debtor agrees to pay the above Commitment Fee upon signing this Agreement. The Commitment Fee is earned when paid.
- 4. **COLLATERAL.** The Collateral for advances made under this Agreement is indicated above and, as applicable, by signed security agreements, mortgages/deeds of trust, and any necessary financing statements on forms provided by Lender. Advances may be further supported by endorsers, separate guaranties by third parties, and by loan agreements and other undertakings as mutually agreed by Lender and by Debtor.
- 5. **NOTE FORM PROVISIONS.** Advances made under this Agreement shall be on promissory note forms satisfactory to and provided by Lender.
- 6. **PAYMENTS.** Debtor shall have the right at any time to prepay without penalty any or all advances outstanding under this Agreement.

All payments will not be deemed to have been made until such payments are received in collected funds.

- 7. **OBLIGATION TO LEND.** (Check applicable box) Lender shall be under no obligation to make advances under this Agreement; Lender may, in its sole and absolute discretion, determine whether to make advances under this Agreement. Lender agrees to make advances up to the Amount of Credit Line; provided, however, in no event shall Lender be obligated to make advances under this Agreement upon the existence or occurrence of any event or condition whereby Debtor is in default on any indebtedness to Lender or to others, or whereby the provisions of any acceleration clause have become operative with respect to any promissory note, obligation or undertaking to Lender or to others; provided further, Lender may also terminate this Agreement by sending notice to Debtor and exercise all rights and remedies provided in any promissory note, mortgage/deed of trust, security agreement or related document and under law, including the right to demand the Debtor immediately pay all amounts owed to the Lender.
- 8. **NOTICES.** Notices to Debtor are effective when sent postage prepaid to the address above or any later address received by Lender, or when delivered. Notice to Lender occurs upon receipt by an officer of the Lender. If any conflict occurs between this Agreement and any promissory note, mortgage/deed of trust, security agreement or related document, this Agreement will control. Otherwise this Agreement is an addition to and not in limitation of the provisions of any other document.
- 9. **GOVERNING LAW.** This Agreement and related notes and documents are to be construed and governed by the laws of the state indicated in the address of the Lender shown above.

DEBTOR(S) SIGNATURE(S)

Debtor acknowledges receipt of a copy of this Agreement.

Kenneth L. Baker, Chairman, Clinton Hospital Authority Date

LENDERS SIGNATURE

David D. Berrong, Chairman, Clinton Public Works Authority Date

This agreement was approved by the Clinton Public Works Authority on October 15, 2024.