

VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (this "Lease") is made as of _____ 2025, COHESIVE MEDIRYDE, LLC, an Oklahoma limited liability company ("Lessor"), and MANGUM REGIONAL MEDICAL CENTER ("Lessee").

A. Lessor owns a certain vehicle, which is more particularly described on Exhibit A (the "Vehicle").

B. Lessee operates a hospital located at 1 Wickersham Dr., Mangum, Oklahoma, 73554-9117 (the "Hospital").

C. Lessor has agreed to lease the Vehicle to Lessee, and Lessee has agreed to lease the Vehicle from Lessor, under the terms, conditions, and provisions of this Lease.

In consideration of the premises and the mutual promises made in this Lease, the parties agree as follows:

1. Lease. Lessor agrees to lease and rent to Lessee, and Lessee agrees to lease and rent from Lessor, the Vehicle upon the terms and conditions in this Lease. The Vehicle shall remain the property of Lessor.

2. Term. The term of this Lease (the "Term") shall begin on the date of this Agreement (the "Commencement Date") and shall continue for one (1) year unless terminated earlier as provided in this Lease; provided that this Lease shall automatically renew for successive one (1) year periods unless either party, at anytime, gives notice of its intent not to renew the Lease no less than thirty (30) days. Upon the expiration or earlier termination of this Lease, Lessee shall promptly deliver the Vehicle to a location designated by Lessor.

3. Title. Lessor shall at all times retain title to the Vehicle. Lessee has no right to purchase or otherwise acquire title to or ownership of the Vehicle.

4. Rent. During the Term, Lessee shall pay rent ("Rent") in the amount of \$500.00 per month. Any Rent that is not received by Lessor within ten days after such Rent is due and payable shall accrue interest at the rate of 1 1/2% per month until paid. The accrual of interest shall not prejudice any of the remedies available to Lessor under this Lease or under law. If the Commencement Date is a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Lessor will appropriately prorate Rent based on the actual number of calendar days in such month. If the Commencement Date is a day other than the first day of a calendar month, Lessee shall pay the prorated Rent for the month on or before the first day of the Term. Lessee shall pay Rent to Lessor in lawful money of the United States of America at Lessor's address, or to such other address as Lessor may from time to time designate in writing. Lessee's obligation to pay Rent is independent of any obligation of Lessor.

5. Taxes. Lessor shall be responsible for any and all personal property taxes assessed against the Vehicle. Lessee shall be responsible for and shall pay, with each payment of Rent, any and all sales, transfer, and similar taxes with respect to the lease of the Vehicle.

6. Delivery and Return. Lessor shall deliver the Vehicle to the Lessee on the Commencement Date. Upon the expiration or other termination of the Term, Lessee shall quit and

surrender the Vehicle to Lessor in as good of condition, ordinary wear and tear, and damage by casualty excepted, as its condition at the Commencement Date.

7. Use and Maintenance.

(a) Lessee shall use the Vehicle within its normal capacity, without abuse, and in compliance with all requirements of the manufacturers and all laws, regulations, codes, and ordinances, including but not limited to, the Oklahoma State Department of Health licensure requirements, applicable to the installation, use, and operation of the Vehicle.

(b) Lessee shall solely use or permit the Vehicle to be used for patient transport services ("Permitted Use") and shall not use the Vehicle for any use other than the Permitted Use absent prior, written consent from Lessor.

(c) Lessee shall not make any alterations, additions, or improvements to the Vehicle without the prior written consent of Lessor. All replacement of parts and accessories, repairs, additions, and improvements shall become a part of the Vehicle and the property of Lessor.

(d) Lessee shall store the Vehicle in a safe and secure location.

(e) Lessor, at Lessee's cost and expense, shall be responsible for any necessary service to, maintenance of, tire repairs and replacements, and certification of the Vehicle during the Term.

(f) Lessor, at Lessor's cost and expense, shall be responsible for major repairs, including but not limited to engine, transmission, and major electrical system repairs that are not caused by abuse, misuse, negligence, or accident on the part of Lessee.

(g) The Vehicle shall be operated by safe, qualified, properly licensed drivers, who shall conclusively be presumed to be Lessee's agents, servants or employees only, and subject to Lessee's exclusive direction and control.

(h) Lessee shall pay any and all tolls associated with the use and operation of the Vehicle, and for the payment of any and all related fines, fees, costs or expenses related to toll evasion or any other traffic violations.

(i) In the event of an accident, damage or mechanical failure to the Vehicle thereby prevents Lessee from having use of the Vehicle for any period of time, the Rent shall be abated as of the date the Vehicle becomes totally or partially undrivable. The abated amount shall be the current monthly Rent prorated on a 30-day period.

8. Insurance and Indemnity.

(a) Lessee shall, at its expense, keep the Vehicle leased hereunder insured for physical damage against all loss or damage for not less than the full replacement cost of the Vehicle. Lessee shall carry liability insurance for both bodily injury and property damage for the Vehicle, and Lessee shall pay all applicable insurance premiums and deductibles for all insurance provided for in this section. Such coverage shall be primary and not excess or contributory and shall be in conformity with the motor vehicle minimum financial responsibility laws such as "Uninsured Motorist," "No-Fault," or other optional coverage. Additionally, Lessee shall, at its expense, maintain commercial general liability insurance (or its equivalent), including contractual liability insurance coverage, covering Lessee's operations, with combined single limits of not less than \$1,000,000 per

occurrence for bodily injury or property damage (or such greater amounts as are or become standard in Lessee's industry), naming Lessor as an additional insured.

(b) Upon or before the Commencement Date, Lessee shall furnish Lessor with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements of this Lease. All certificates shall provide for 30 days written notice to Lessor prior to the cancellation or material change of insurance referred to in the certificate. Lessee shall provide copies of all insurance policies required by this Lease within ten days after Lessor's written request.

(c) Each party hereby waives any cause of action that it or anyone claiming by, through or under it, by subrogation or otherwise, might now or hereafter have against the other party, based on any loss, damage or injury that is insured against under any insurance policy that names the party as insured. All policies of insurance shall contain a proper provision, by endorsement or otherwise, whereby the insurance carrier shall (i) acknowledge that the insured has waived and released its right of recovery pursuant to this section and (ii) waive the right of subrogation that the carrier might otherwise have had, all without impairment or invalidation of the insurance.

(d) All proceeds of insurance paid to Lessor on account of any damage or destruction of the Vehicle shall be available for application to the cost of any such repair, alteration, restoration, or replacement on such reasonable terms and conditions as Lessor may impose.

9. Access. Lessor may access the Vehicle at any reasonable time with reasonable notice to Lessee to inspect the Vehicle, perform Lessor's obligations under this Lease, and to confirm Lessee's compliance with the terms of this Lease. Lessee shall cooperate with Lessor to allow Lessor access for the purposes set forth in this Section 10.

10. Loss or Damage. Lessee assumes and shall bear the entire risk of loss of and damage to the Vehicle from fire, theft, collision, vandalism, or other cause during the term of this Lease and thereafter until redelivery to Lessor, to the extent of available insurance proceeds. In the event of loss, damage, or destruction of any item of the Vehicle, Lessee at its expense (to the extent of available insurance proceeds) shall either (a) repair the item, returning it to its previous condition, unless damaged beyond repair, or (b) replace the item with a like item acceptable to the Lessor.

11. No Warranties. LESSEE ACKNOWLEDGES THAT THE VEHICLE IS BEING LEASED "AS IS." LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE VEHICLE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES AND RELEASES LESSOR AND ITS RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, TRUSTEES, DIRECTORS AND SHAREHOLDERS FROM AND AGAINST ANY CLAIMS, DEMANDS, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS, LOSSES OR EXPENSES OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, EXISTING AND FUTURE, CONTINGENT OR OTHERWISE MADE, INCURRED, OR SUFFERED BY LESSEE RELATING TO THE VEHICLE.

12. Events of Default; Remedies.

(a) The occurrence of any one or more of the following shall, at the option of Lessor, constitute an "Event of Default" under this Lease.

(i) Lessee's failure to pay Rent when due; or

(ii) Lessee's failure to perform and observe, or a violation or breach of, any other provision in this Lease within 10 days of written notice from Lessor of the failure.

(b) If an Event of Default occurs, Lessor may at any time thereafter exercise its remedies available under law, including termination of this Lease.

(c) The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Lessor to exercise and no delay in exercising any right to remedy shall operate as a waiver thereof or modify the terms of this Lease.

13. Assignment and Subletting. Without the prior consent of Lessor, Lessee shall not assign this Lease or any interest therein or sublease or lend the Vehicle to any person or permit the Vehicle to be used by anyone other than Lessee. Any purported assignment of this Lease by Lessee without Lessor's prior written consent shall be void. Lessee shall not have the power to pledge or otherwise encumber its interest under this Lease or in the Vehicle, and any attempt to mortgage, pledge, or encumber made in violation of this section shall be void and an Event of Default.

14. No Requirement to Refer. Nothing in this Lease, whether written or oral, nor any consideration under this Lease contemplates or requires the referral of any patient. This Lease is not intended to influence the judgment of Lessee in selecting the medical facility or provider that is appropriate for the proper care and treatment of patients. Neither the Lessor nor the Lessee shall receive or be paid any compensation or remuneration for referrals, if any. The parties support a patient's right to select the medical facility and provider of his or her choice.

15. Miscellaneous.

(a) Any act that Lessor is permitted to perform under this Lease may be performed at any time and from time to time by Lessor or any person or entity designated by Lessor.

(b) Lessor shall in no event be construed for any purpose to be a partner, joint venturer, or associate of Lessee in the conduct of their respective businesses.

(c) This Lease and any documents that may be executed by Lessee on or about the effective date of this Lease at Lessor's request constitute the entire agreement between the parties and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Vehicle and the transactions provided for in this Lease. Lessor and Lessee are business entities having substantial experience with the subject matter of this Lease and have each fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter. The terms "includes" and "including" are not limiting.

(d) This Lease may be modified, amended, discharged, or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge, or waiver is sought.

(e) If any one or more of the provisions in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) All notices or other communications required or contemplated by this Lease shall be in writing and shall be deemed to have been given when (a) personally delivered in return for a receipt; (b) mailed by registered or certified mail, return receipt requested, or (c) sent by a recognized overnight courier service, as follows:

To Lessee: Mangum Regional Medical Center
Attn: Hospital Administrator
1 Wickersham Dr. Mangum
Mangum, Oklahoma, 73554-9117

To Lessor: Cohesive MediRyde, LLC
43155 45th Street
Shawnee, OK 74804

or to such other person or address as either party shall hereafter designate from time to time by similar notice. Such notices or communications shall be deemed given on personal delivery in return for a receipt, on the third (3rd) business day after depositing with the U.S. mail, on the next business day after being deposited with the recognized overnight courier service, or on the date sent by electronic transmission during normal business hours (otherwise on the next business day). The telephone numbers listed above are for general informational and contact purposes only and no notices required or contemplated by this Lease shall be given verbally by telephone.

[Signature Page Follows]

EXECUTED as of the date first stated above.

LESSOR:

COHESIVE MEDIRYDE, LLC

By _____
Print Name: _____

LESSEE:

MANGUM REGIONAL MEDICAL CENTER

By _____
Print Name: _____

EXHIBIT "A"

Vehicle Description

- Make -Dodge
- Year - 2019
- Model- Caravan
- Color - White
- Current Mileage - 119953
- VIN: 2C7WDGB6KR605640