

PROMISSORY NOTE

\$5,583,016.56

March ____, 2023
Shawnee, Oklahoma

For value received, Mangum City Hospital Authority d/b/a Mangum Regional Medical Center (“Borrower”), promises to pay to the order of Cohesive Healthcare Management & Consulting, LLC (“Lender”), on or before February 25, 2038 (the “Maturity Date”), the principal sum of \$5,583,016.56.

Payment Schedule. Borrower shall pay said sum in one hundred eighty (180) monthly installments of \$31,016.76, beginning March 25, 2023, and on the same day of each month thereafter, with the final payment of principal owing to Lender due on the Maturity Date. Borrower shall have the right to prepay this Note in whole at any time without premium or penalty. Payments shall be sent to the address specified by Lender to Borrower from time to time.

Default. At the option of Lender, the unpaid balance of this Note, and all other obligations of Borrower to Lender now existing or hereafter arising, shall become immediately due and payable without notice or demand on the occurrence or existence of any of the following events or conditions: (a) any payment required by this Note or any other note or obligation of Borrower to Lender is not made when due; (b) any default occurs in the performance of any covenant, obligation, warranty, or provision contained in this Note or any other note, commitment, or obligation of Borrower to Lender; (c) any warranty, representation, financial information, or statement made or furnished to Lender by or on behalf of Borrower proves to have been false in any material respect when made or furnished; or (d) any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law is commenced in respect to either Borrower.

Remedies. Upon default, Lender may exercise any all remedies allowed by law.

Attorney’s Fees. Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the Lender’s rights hereunder, Borrower shall pay Lender’s reasonable attorney’s fees, together with all court costs and other expenses incurred and paid by Lender.

Waivers by Borrower. Borrower waives presentment for payment, protest, and notice of nonpayment. Borrower consents to any extension of time (whether one or more) of payment hereof, any renewal (whether one or more) hereof, and any release of any party liable for payment of this obligation. Any such extension, renewal, or release may be made without notice to such party and without discharging said party’s liability hereunder.

No Waivers by Lender. The failure of the Lender to exercise any of the remedies or options set forth in this Note shall not constitute a waiver of the right to exercise the same or any other remedy at any subsequent time in respect to the same or any other event or default. The acceptance by the Lender of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender.

Compliance with Law. Borrower and Lender intend and believe that each provision in this Note complies with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, invalid, unlawful, void, or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision was not contained herein, and that the rights, obligations and interest of Borrower and Lender under the remainder of this Note shall continue in full force and effect.

Governing Law. This Note will be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma and that Greer County, Oklahoma, is the proper venue to bring any action to enforce this Note.

The undersigned Borrower has executed this instrument effective the date set forth above.

BORROWER:

**Mangum City Hospital Authority d/b/a
Mangum Regional Medical Center**

By: _____
Name: _____
Title: _____

EXHIBIT A - AMORTIZATION SCHEDULE

Mangum Regional Medical Center
 Note Payable Amortization Schedule
 Cohesive Healthcare Management & Consulting

Note Payable (0% interest):
 Monthly Payment:
 # of Payments:

\$ 5,583,016.56
 \$ 31,016.76
 180

	Payment Date	Payment Amount	Loan Balance		Payment Date	Payment Amount	Loan Balance		Payment Date	Payment Amount	Loan Balance
1	03/25/23	31,016.76	\$ 5,551,999.80	61	03/25/28	31,016.76	3,690,994.20	121	03/25/33	31,016.76	1,829,988.60
2	04/25/23	31,016.76	5,520,983.04	62	04/25/28	31,016.76	3,659,977.44	122	04/25/33	31,016.76	1,798,971.84
3	05/25/23	31,016.76	5,489,966.28	63	05/25/28	31,016.76	3,628,960.68	123	05/25/33	31,016.76	1,767,955.08
4	06/25/23	31,016.76	5,458,949.52	64	06/25/28	31,016.76	3,597,943.92	124	06/25/33	31,016.76	1,736,938.32
5	07/25/23	31,016.76	5,427,932.76	65	07/25/28	31,016.76	3,566,927.16	125	07/25/33	31,016.76	1,705,921.56
6	08/25/23	31,016.76	5,396,916.00	66	08/25/28	31,016.76	3,535,910.40	126	08/25/33	31,016.76	1,674,904.80
7	09/25/23	31,016.76	5,365,899.24	67	09/25/28	31,016.76	3,504,893.64	127	09/25/33	31,016.76	1,643,888.04
8	10/25/23	31,016.76	5,334,882.48	68	10/25/28	31,016.76	3,473,876.88	128	10/25/33	31,016.76	1,612,871.28
9	11/25/23	31,016.76	5,303,865.72	69	11/25/28	31,016.76	3,442,860.12	129	11/25/33	31,016.76	1,581,854.52
10	12/25/23	31,016.76	5,272,848.96	70	12/25/28	31,016.76	3,411,843.36	130	12/25/33	31,016.76	1,550,837.76
11	01/25/24	31,016.76	5,241,832.20	71	01/25/29	31,016.76	3,380,826.60	131	01/25/34	31,016.76	1,519,821.00
12	02/25/24	31,016.76	5,210,815.44	72	02/25/29	31,016.76	3,349,809.84	132	02/25/34	31,016.76	1,488,804.24
13	03/25/24	31,016.76	5,179,798.68	73	03/25/29	31,016.76	3,318,793.08	133	03/25/34	31,016.76	1,457,787.48
14	04/25/24	31,016.76	5,148,781.92	74	04/25/29	31,016.76	3,287,776.32	134	04/25/34	31,016.76	1,426,770.72
15	05/25/24	31,016.76	5,117,765.16	75	05/25/29	31,016.76	3,256,759.56	135	05/25/34	31,016.76	1,395,753.96
16	06/25/24	31,016.76	5,086,748.40	76	06/25/29	31,016.76	3,225,742.80	136	06/25/34	31,016.76	1,364,737.20
17	07/25/24	31,016.76	5,055,731.64	77	07/25/29	31,016.76	3,194,726.04	137	07/25/34	31,016.76	1,333,720.44
18	08/25/24	31,016.76	5,024,714.88	78	08/25/29	31,016.76	3,163,709.28	138	08/25/34	31,016.76	1,302,703.68
19	09/25/24	31,016.76	4,993,698.12	79	09/25/29	31,016.76	3,132,692.52	139	09/25/34	31,016.76	1,271,686.92
20	10/25/24	31,016.76	4,962,681.36	80	10/25/29	31,016.76	3,101,675.76	140	10/25/34	31,016.76	1,240,670.16
21	11/25/24	31,016.76	4,931,664.60	81	11/25/29	31,016.76	3,070,659.00	141	11/25/34	31,016.76	1,209,653.40
22	12/25/24	31,016.76	4,900,647.84	82	12/25/29	31,016.76	3,039,642.24	142	12/25/34	31,016.76	1,178,636.64
23	01/25/25	31,016.76	4,869,631.08	83	01/25/30	31,016.76	3,008,625.48	143	01/25/35	31,016.76	1,147,619.88
24	02/25/25	31,016.76	4,838,614.32	84	02/25/30	31,016.76	2,977,608.72	144	02/25/35	31,016.76	1,116,603.12
25	03/25/25	31,016.76	4,807,597.56	85	03/25/30	31,016.76	2,946,591.96	145	03/25/35	31,016.76	1,085,586.36
26	04/25/25	31,016.76	4,776,580.80	86	04/25/30	31,016.76	2,915,575.20	146	04/25/35	31,016.76	1,054,569.60
27	05/25/25	31,016.76	4,745,564.04	87	05/25/30	31,016.76	2,884,558.44	147	05/25/35	31,016.76	1,023,552.84
28	06/25/25	31,016.76	4,714,547.28	88	06/25/30	31,016.76	2,853,541.68	148	06/25/35	31,016.76	992,536.08
29	07/25/25	31,016.76	4,683,530.52	89	07/25/30	31,016.76	2,822,524.92	149	07/25/35	31,016.76	961,519.32
30	08/25/25	31,016.76	4,652,513.76	90	08/25/30	31,016.76	2,791,508.16	150	08/25/35	31,016.76	930,502.56
31	09/25/25	31,016.76	4,621,497.00	91	09/25/30	31,016.76	2,760,491.40	151	09/25/35	31,016.76	899,485.80
32	10/25/25	31,016.76	4,590,480.24	92	10/25/30	31,016.76	2,729,474.64	152	10/25/35	31,016.76	868,469.04
33	11/25/25	31,016.76	4,559,463.48	93	11/25/30	31,016.76	2,698,457.88	153	11/25/35	31,016.76	837,452.28
34	12/25/25	31,016.76	4,528,446.72	94	12/25/30	31,016.76	2,667,441.12	154	12/25/35	31,016.76	806,435.52
35	01/25/26	31,016.76	4,497,429.96	95	01/25/31	31,016.76	2,636,424.36	155	01/25/36	31,016.76	775,418.76
36	02/25/26	31,016.76	4,466,413.20	96	02/25/31	31,016.76	2,605,407.60	156	02/25/36	31,016.76	744,402.00
37	03/25/26	31,016.76	4,435,396.44	97	03/25/31	31,016.76	2,574,390.84	157	03/25/36	31,016.76	713,385.24
38	04/25/26	31,016.76	4,404,379.68	98	04/25/31	31,016.76	2,543,374.08	158	04/25/36	31,016.76	682,368.48
39	05/25/26	31,016.76	4,373,362.92	99	05/25/31	31,016.76	2,512,357.32	159	05/25/36	31,016.76	651,351.72
40	06/25/26	31,016.76	4,342,346.16	100	06/25/31	31,016.76	2,481,340.56	160	06/25/36	31,016.76	620,334.96
41	07/25/26	31,016.76	4,311,329.40	101	07/25/31	31,016.76	2,450,323.80	161	07/25/36	31,016.76	589,318.20
42	08/25/26	31,016.76	4,280,312.64	102	08/25/31	31,016.76	2,419,307.04	162	08/25/36	31,016.76	558,301.44
43	09/25/26	31,016.76	4,249,295.88	103	09/25/31	31,016.76	2,388,290.28	163	09/25/36	31,016.76	527,284.68
44	10/25/26	31,016.76	4,218,279.12	104	10/25/31	31,016.76	2,357,273.52	164	10/25/36	31,016.76	496,267.92
45	11/25/26	31,016.76	4,187,262.36	105	11/25/31	31,016.76	2,326,256.76	165	11/25/36	31,016.76	465,251.16
46	12/25/26	31,016.76	4,156,245.60	106	12/25/31	31,016.76	2,295,240.00	166	12/25/36	31,016.76	434,234.40
47	01/25/27	31,016.76	4,125,228.84	107	01/25/32	31,016.76	2,264,223.24	167	01/25/37	31,016.76	403,217.64
48	02/25/27	31,016.76	4,094,212.08	108	02/25/32	31,016.76	2,233,206.48	168	02/25/37	31,016.76	372,200.88
49	03/25/27	31,016.76	4,063,195.32	109	03/25/32	31,016.76	2,202,189.72	169	03/25/37	31,016.76	341,184.12
50	04/25/27	31,016.76	4,032,178.56	110	04/25/32	31,016.76	2,171,172.96	170	04/25/37	31,016.76	310,167.36
51	05/25/27	31,016.76	4,001,161.80	111	05/25/32	31,016.76	2,140,156.20	171	05/25/37	31,016.76	279,150.60
52	06/25/27	31,016.76	3,970,145.04	112	06/25/32	31,016.76	2,109,139.44	172	06/25/37	31,016.76	248,133.84
53	07/25/27	31,016.76	3,939,128.28	113	07/25/32	31,016.76	2,078,122.68	173	07/25/37	31,016.76	217,117.08
54	08/25/27	31,016.76	3,908,111.52	114	08/25/32	31,016.76	2,047,105.92	174	08/25/37	31,016.76	186,100.32
55	09/25/27	31,016.76	3,877,094.76	115	09/25/32	31,016.76	2,016,089.16	175	09/25/37	31,016.76	155,083.56
56	10/25/27	31,016.76	3,846,078.00	116	10/25/32	31,016.76	1,985,072.40	176	10/25/37	31,016.76	124,066.80
57	11/25/27	31,016.76	3,815,061.24	117	11/25/32	31,016.76	1,954,055.64	177	11/25/37	31,016.76	93,050.04
58	12/25/27	31,016.76	3,784,044.48	118	12/25/32	31,016.76	1,923,038.88	178	12/25/37	31,016.76	62,033.28
59	01/25/28	31,016.76	3,753,027.72	119	01/25/33	31,016.76	1,892,022.12	179	01/25/38	31,016.76	31,016.52
60	02/25/28	31,016.76	3,722,010.96	120	02/25/33	31,016.76	1,861,005.36	180	02/25/38	31,016.52	-

EXHIBIT B - INVOICES INCLUDED IN NOTE

Cohesive Healthcare Management & Consulting				
Invoice #	Transaction Date	Invoice Date	Description	Amount
126580*	03/10/21	03/01/21	Management Fee	\$222,524.32
126585	03/24/21	03/04/21	1099 Contractor fees - Provider/Therapies	\$23,946.00
126587	03/24/21	03/18/21	1099 Contractor fees - Provider/Therapies	\$7,546.50
126589	03/24/21	03/19/21	Pharmacy Coverage Fees	\$1,102.82
126594	03/31/21	04/01/21	Management Fee	\$225,000.00
126599	04/13/21	04/01/21	1099 Contractor fees - Provider/Therapies	\$10,287.00
126600	04/13/21	04/01/21	Pharmacy Coverage Fees	\$890.59
126602	08/31/21	04/15/21	1099 Contractor fees - Provider/Therapies	\$4,282.50
126603	08/31/21	04/15/21	Pharmacy Coverage Fees	\$966.36
126605	05/04/21	04/29/21	1099 Contractor fees - Provider/Therapies	\$13,662.00
126611	05/12/21	04/29/21	Pharmacy Coverage Fees	\$1,046.03
126607	05/04/21	05/01/21	Management Fee	\$225,000.00
126613	08/31/21	05/13/21	1099 Contractor fees - Provider/Therapies	\$7,587.00
126615	08/31/21	05/13/21	Passthrough Exp: Emergency repairs for Canon Medical System	\$1,600.00
126614	08/31/21	05/13/21	Pharmacy Coverage Fees	\$978.34
126617	06/30/21	05/27/21	1099 Contractor fees - Provider/Therapies	\$8,119.50
126623	06/30/21	05/27/21	Pharmacy Coverage Fees	\$989.99
126625	06/30/21	05/28/21	1099 Contractor fees - Provider/Therapies	\$1,440.00
126619	06/30/21	06/01/21	Management Fee	\$225,000.00
126627	06/30/21	06/10/21	1099 Contractor fees - Provider/Therapies	\$15,564.00
126628	06/30/21	06/10/21	Pharmacy Coverage Fees	\$918.07
126632	06/24/21	06/24/21	Pharmacy Coverage Fees	\$993.46
126634	08/31/21	07/01/21	Management Fee	\$225,000.00
126639	08/10/21	07/08/21	1099 Contractor fees - Provider/Therapies	\$19,856.40
126640	08/10/21	07/08/21	Pharmacy Coverage Fees	\$860.09
126642	07/23/21	07/15/21	1099 Contractor fees - Provider/Therapies	\$5,820.00
126643	09/08/21	07/23/21	Pharmacy Coverage Fees	\$1,170.00
126645	08/10/21	08/01/21	Management Fee	\$225,000.00
126650	08/31/21	08/05/21	Pharmacy Coverage Fees	\$839.72
126652	09/09/21	08/19/21	Pharmacy Coverage Fees	\$966.67
126656	10/13/21	09/01/21	Management Fee	\$225,000.00
126661	09/22/21	09/02/21	Pharmacy Coverage Fees	\$1,015.38
126660	09/08/21	09/02/21	1099 Contractor fees - Provider/Therapies	\$337.50
126664	09/22/21	09/16/21	Pharmacy Coverage Fees	\$782.53
126663	09/22/21	09/16/21	1099 Contractor fees - Provider/Therapies	\$90.00
126671	10/31/21	09/30/21	Passthrough Exp: 2017 Cost report, appointment cards, Sparklight Cable bill June 2021	\$6,788.10
126667	10/11/21	10/01/21	Management Fee	\$225,000.00
126675	10/18/21	10/15/21	1099 Contractor fees - Provider/Therapies	\$292.50
126676	10/26/21	10/18/21	Partial coverage of RevOps fees <--Cash had been turned off by MCR in Sept 2021	\$34,071.85
126685	11/08/21	10/29/21	1099 Contractor fees - Provider/Therapies	\$157.50

126681	11/02/21	11/01/21	Management Fee	\$225,000.00
126687	12/31/21	11/11/21	1099 Contractor fees - Provider/Therapies	\$135.00
126692	12/07/21	11/20/21	Passthrough Exp: RHC notification letters/postage	\$709.13
126690	12/31/21	11/25/21	1099 Contractor fees - Provider/Therapies	\$607.50
*126693	12/31/21	12/01/21	Management Fee	\$225,000.00
126699	12/31/21	12/09/21	1099 Contractor fees - Provider/Therapies	\$472.50
126707	12/31/21	12/23/21	1099 Contractor fees - Provider/Therapies	\$315.00
126709	01/14/22	12/31/21	Passthrough Exp: SSL renewal and Server Rack	\$231.58
126702	01/17/22	01/01/22	Management Fee	\$225,000.00
126708	01/17/22	01/06/22	1099 Contractor fees - Provider/Therapies	\$472.50
126711	02/14/22	01/20/22	1099 Contractor fees - Provider/Therapies	\$225.00
126726	02/25/22	01/31/22	Passthrough Exp: Website and .Net renewals	\$200.05
126716	02/03/22	02/01/22	Management Fee	\$225,000.00
126721	02/14/22	02/04/22	1099 Contractor fees - Provider/Therapies	\$292.50
126723	02/21/22	02/17/22	1099 Contractor fees - Provider/Therapies	\$270.00
126728	03/03/22	03/01/22	Management Fee	\$225,000.00
126735	03/23/22	03/17/22	1099 Contractor fees - Provider/Therapies	\$112.50
126741	04/01/22	04/01/22	Management Fee	\$225,000.00
126747	04/14/22	04/13/22	Passthrough Exp: RHC advertising	\$518.71
126755	06/10/22	05/01/22	Management Fee	\$225,000.00
126769	06/01/22	06/01/22	Management Fee	\$225,000.00
126778	06/23/22	06/22/22	Passthrough Exp: Drug Room license renewal	\$41.62
126781	06/30/22	06/23/22	1099 Contractor fees - Provider/Therapies	\$1,417.50
126785	07/05/22	07/01/22	Management Fee	\$225,000.00
126791	07/20/22	07/07/22	1099 Contractor fees - Provider/Therapies	\$562.50
126792	07/20/22	07/19/22	1099 Contractor fees - Provider/Therapies	\$360.00
126797	08/01/22	08/01/22	Management Fee	\$225,000.00
126803	07/31/22	08/04/22	1099 Contractor fees - Provider/Therapies	\$427.50
126808	08/23/22	08/19/22	1099 Contractor fees - Provider/Therapies	\$112.50
126809	08/23/22	08/23/22	Passthrough Exp: ContractSafe	\$1,677.60
126817	09/15/22	09/01/22	Management Fee	\$225,000.00
126821	09/15/22	09/01/22	1099 Contractor fees - Provider/Therapies	\$135.00
126825	09/20/22	09/19/22	Passthrough Exp: Computer eq	\$19.68
126826	09/22/22	09/20/22	Passthrough Exp: Computer eq	\$178.47
126834	10/04/22	10/01/22	Management Fee	\$225,000.00
126843	10/31/22	10/26/22	Passthrough Exp: OK Narcotics license renewal	\$152.00
126846	10/31/22	10/27/22	1099 Contractor fees - Provider/Therapies	\$270.00
126851	11/01/22	11/01/22	Management Fee	\$225,000.00
126854	11/14/22	11/10/22	1099 Contractor fees - Provider/Therapies	\$225.00
126859	11/30/22	11/24/22	1099 Contractor fees - Provider/Therapies	\$202.50
126861	12/06/22	12/01/22	Management Fee	\$225,000.00
126868	12/09/22	12/08/22	1099 Contractor fees - Provider/Therapies	\$180.00
126887	01/13/23	01/01/23	Management Fee	\$225,000.00
126899	02/07/23	02/01/23	Management Fee	\$225,000.00

\$5,583,016.56