

NOTE: No hand written or interlineated Changes to this Lease will override the Printed part of this Lease.

This lease document is not effective unless signed by the parties listed below.

PART-TIME LEASE

Effective Date of this Lease

Landlord Name & Address

02/01/2020	Mangum City Hospital Authority 1 Wickersham Drive Mangum, OK 73554
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Tenant Name & Address

Building Name and Address

Address for Rent Payment Remittal

INTEGRIS Cardiovascular Physicians LLC 3433 NW 56 th St., Ste 400 OKC OK 73112	Mangum City Hospital Authority 1 Wickersham Drive Mangum, OK 73554	Mangum City Hospital Authority PO BOX 280 Manugm, OK 73554
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Tenant will utilize approximately 530 square feet of clinic space (the "Leased Premises") located within Lessor's space beginning on the Effective Date for an Initial Term of one year; this Lease will automatically renew for up to four additional one-year periods, unless either party provides written notice of its intent not to renew at least 30 days prior to the expiration of the then current term .

Coverage Days and Hours

7:00 am to 7:00 pm on the following days	8:00 am to noon on the following days	1:00 pm to 5:00 pm on the following days
<input type="checkbox"/> Monday <input type="checkbox"/> Weekly <input type="checkbox"/> Tuesday <input checked="" type="checkbox"/> 1 st week of the month <input checked="" type="checkbox"/> Wednesday <input type="checkbox"/> 2 nd week of the month <input type="checkbox"/> Thursday <input checked="" type="checkbox"/> 3 rd week of the month <input type="checkbox"/> Friday <input type="checkbox"/> 4 th week of the month <input type="checkbox"/> Saturday <input type="checkbox"/> last week of the month <input type="checkbox"/> every other week	<input type="checkbox"/> Monday <input type="checkbox"/> Weekly <input type="checkbox"/> Tuesday <input type="checkbox"/> 1 st week of the month <input type="checkbox"/> Wednesday <input type="checkbox"/> 2 nd week of the month <input type="checkbox"/> Thursday <input type="checkbox"/> 3 rd week of the month <input type="checkbox"/> Friday <input type="checkbox"/> 4 th week of the month <input type="checkbox"/> Saturday <input type="checkbox"/> last week of the month <input type="checkbox"/> every other week	<input type="checkbox"/> Monday <input type="checkbox"/> Weekly <input type="checkbox"/> Tuesday <input type="checkbox"/> 1 st week of the month <input type="checkbox"/> Wednesday <input type="checkbox"/> 2 nd week of the month <input type="checkbox"/> Thursday <input type="checkbox"/> 3 rd week of the month <input type="checkbox"/> Friday <input type="checkbox"/> 4 th week of the month <input type="checkbox"/> Saturday <input type="checkbox"/> last week of the month <input type="checkbox"/> every other week

Facility Rent and Services Charge: \$108.50 per full day for a total of \$217.00 per month.

Attached hereto and incorporated herein for all purposes are the following Exhibits, to which reference is made for the balance of the terms of this Lease:

Exhibit A – "Part-Time Lease Standard Terms and Conditions"

Exhibit B – "Equipment, Furnishings, Routine Supplies, Staffing, Scheduling, and Billing Services"

<p>TENANT:</p> <p>By: _____ Name: Robert Mel Clark M.D. Title: President</p>	<p>LANDLORD:</p> <p>By: _____ Name: Title:</p>
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EXHIBIT A

PART-TIME LEASE

STANDARD TERMS AND CONDITIONS

In consideration of the mutual covenants and representation set forth in the Part-Time Lease (the "Lease"), the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used in this Exhibit A shall have the meanings assigned to such terms in the Face Sheet to the Part-Time Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. **DEMISE.** Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease.

2. **RENT.** The Facilities and Services Charge ("Rent") shall be due and payable to Landlord in advance of the first day of each and every month during the term hereof at the address specified on the Face Sheet. Tenant agrees to pay all Monthly Rental Installments and sums provided to be paid by Tenant pursuant to this Lease at the times and in the manner herein provided, without any setoff, deduction or counterclaim whatsoever except as otherwise provided in this Lease. Time is of the essence in the performance of all of Tenant's obligations hereunder. If any Monthly Rental Installment or any other amounts owed by Tenant to Landlord hereunder is not paid within ten (10) days following the due date, Tenant may be required to pay Landlord a late charge equal to ten percent (10%) of the Monthly Rental Installment, not to exceed One Hundred Fifty and No/100 Dollars (\$150.00), and not less than Twenty-Five and No/100 Dollars (\$25.00). Such late charge is to defray the administrative costs and inconvenience and other expenses which Landlord may incur on account of such delinquency.

3. **LANDLORD'S OBLIGATION.**

A. **Utilities.** Landlord shall, at Landlord's expense, furnish utilities to the Lease Premises, including electrical, water and sewer, heat, ventilation, and air conditioning.

B. **Maintenance.** Landlord shall provide janitorial services and maintain, repair and replace all interior and exterior features of the building including, but not limited to, the roof and all mechanical systems including, but not limited to, air conditioning, heating, plumbing, wiring, and piping.

C. **Insurance.** Landlord shall maintain fire and extended coverage insurance on the Building in an amount not less than the full replacement cost of the building.

D. **Taxes.** Landlord shall be responsible for payment of all real estate taxes assessed against the Building or property, as well as all applicable local, state and federal income taxes assessed against Landlord.

4. **TENANT'S OBLIGATIONS.** In addition to Rent, Tenant also agrees to pay directly during the Term, commencing on the Effective Date, the following items of expense as the same become due and payable:

A. **Taxes.** All ad valorem or other property taxes assessed against Tenant's personal property and personal and intangible taxes payable in connection with Tenant's use, occupancy or conduct of business on the Leased Premises including, but not limited to, personal property, business, privilege, license, excise, sales, use and occupation taxes (but excluding local, state and federal income taxes payable by Landlord). Tenant shall be responsible for all taxes which are assessed against its stock and inventory, tangible personal property or its business and/or business operations.

B. **Maintenance, Modifications, Return of Leased Premises.** The following charges for maintaining and operating the Leased Premises in good repair and operating condition:

1) Tenant agrees to deliver to Landlord, upon the expiration date or upon earlier termination of this Lease, physical possession of the Leased Premises in broom clean condition, ordinary wear and tear excepted.

2) Tenant shall be responsible for all services costs and installations of all telephone, internet, or data services that are specific to Tenant and Tenant shall be responsible for the payment of long distance telephone, internet and data services.

C. Additional Services or Supplies. Any services or supplies used by Tenant in addition to the services and supplies shown on the Exhibit B may be billed by Landlord at Landlord's actual cost thereof; except that for all non-routine supplies, Landlord may at its election charge an additional 10% stock charge and Tenant shall pay for such additional services or supplies monthly as billed by Landlord.

5. IMPROVEMENTS. Tenant shall not make any structural changes, alterations, additions or improvements to the Leased Premises. Landlord shall not be responsible for, either in the performance or payment, any improvements to the Leased Premises unless a "Landlord Work Letter" is attached to this Agreement.

6. USE OF LEASED PREMISES / ASSIGNMENT / SUBLETTING. Tenant shall use the Leased Premises for the purposes of the licensed practice of medicine and the medical treatment of Tenant's patients and business purposes ancillary thereto and for no other purpose. Without limited the foregoing, unless approved by Landlord in advance and in writing, Tenant shall not use the Leased Premises for the operation of a "commercial ancillary medical care facility" which shall include, without limitation, a clinical laboratory pharmacy, home health agency, ambulatory surgery center, birthing center, diagnostic center, including radiology, facility and respiratory, physical, speech, or occupational therapy services. Tenant shall not, without the prior consent of Landlord, which consent may be withheld in Landlord's sole discretion, sublease, license or assign its interest under the Lease. Any consent shall not constitute a waiver of the necessity for consent of Landlord for subsequent assignments and subletting. Assignment or subletting without the prior consent of Landlord, including assignment by operation of the law, shall constitute an event of default. In no event, whether with or without consent of Landlord, shall an assignment or lease relieve Tenant of liability under the terms, condition and provisions of this Lease.

7. INSURANCE. Tenant shall keep and maintain at all times during the Term the following insurance coverage on the Leased Premises: (a) comprehensive general liability insurance coverage on the Leased Premises in the sum of One Million Dollars (\$1,000,000) for any single claim and Three Million Dollars (\$3,000,000) for annual aggregate claims for bodily injury and death resulting therefrom, (b) insurance coverage in the sum of One Hundred Thousand Dollars (\$100,000) per occurrence against liability for damage to property, arising out of the maintenance or use of the Leased Premises by the Tenant and (c) casualty insurance insuring Tenant against loss or damage to its equipment and other personal property in the Leased Premises by fire and all other casualties usually coverage under an "all risk" policy of casualty insurance. The policies described in this Section 7 shall name both Tenant and Landlord as named insureds. Upon request, Tenant shall furnish Landlord with a certificate of such coverage which shall provide that thirty (30) days advance written notice be given to Landlord in the event of cancellation or material change in the insurance policy.

8. DAMAGE TO PROPERTY/INJURY TO PERSON. Tenant shall and hereby does indemnify and in the aggregate hold Landlord harmless from and against any and all claims to the extent they arise from (i) Tenant's use of the Leased Premises or the conduct of its business, (ii) any activity, work or thing done permitted or suffered by the Tenant in or about the Leased Premises (other than such activity and work performed by Landlord) (iii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of the Lease, or (iv) any act of negligence of Tenant or its agents or employees. Landlord shall and hereby does indemnify and in the aggregate hold Tenant harmless from and against any and all claims to the extent they arise from (i) Landlord's use of the Leased Premises or the common areas, (ii) any activity, work or thing done permitted or suffered by the Landlord in or about the Leased Premises or common areas (other than such activity and work performed by Tenant) (iii) any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of the Lease, or (iv) any act of negligence of Landlord or its agents or employees.

9. LAWS AND REGULATIONS; RULES OF THE BUILDING. Tenant, at its sole cost and expense, will comply with all laws, ordinances, orders, rules and regulations of any governmental authority having jurisdiction over the use, condition or occupancy of the Leases Premises. Tenant shall be responsible for proper disposal of its medical, special

and infectious waste for removal from the Leased Premises in accordance with all applicable laws, regulations and orders. Tenant shall not permit the mixing or disposal of any hazardous substances, wastes or materials or any medical, special or infectious waste with the general office refuse. Landlord shall be responsible for the removal of all medical, special or infectious waste from the Leased Premises after proper disposal by Tenant. Without limiting the generality of the foregoing, Tenant shall comply strictly and in all respects with the requirements of all Hazardous Waste Laws (hereinafter defined) and shall indemnify Landlord and hold Landlord harmless from and against any liabilities, costs or expenses that may arise on account of the release, discharge, storage, disposal, treatment, processing or other handling or discovery of any Hazardous Substance (hereinafter defined) within the Leased Premises related to Tenant's business, caused by Tenant, and to the extent not caused by Landlord's negligence or willful misconduct. Landlord shall indemnify and hold Tenant harmless from and against Leased Premises caused by Landlord's negligence or willful misconduct. As used herein, "Hazardous Substance" means any substance, material or matter that may give rise to liability under any Hazardous Waste Laws including, but not limited to, medical waste or petroleum products or petroleum wastes. "Hazardous Waste Laws" shall mean any local, state or federal laws, rules, ordinances, regulations, and policy and guidance statements by any environmental agencies, either in existence as of the date hereof, or enacted, promulgated or issued after the date of this Lease, that concern the management, control, discharge, treatment, containments or removal of substances or materials that are or may become a threat to public health or the environment including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA).

10. **TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party; provided that should the agreement terminate prior to one calendar year from the Effective Date, the parties will not enter into an agreement for similar space or services within the same calendar year. Nothing in this paragraph shall prevent the parties from otherwise agreeing upon a mutually acceptable termination date.

11. **DEFAULT.** Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any Rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of nonpayment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default. In the event of default:

A. **Re-Entry, Re-Letting.** Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the period in which Tenant is in default, Landlord may re-enter the Leased Premises with legal process and relet same, or any part thereof to third parties for Tenant's account. Tenant shall be liable for all reasonable costs Landlord incurred for reletting the Leased Premises including, without limitation, broker's commissions, expenses associated with repairing and/or remodeling the Leased Premises in order to return the Leased Premises to the same condition as when received by Tenant from Landlord and similar costs. Landlord can relet for a period shorter or longer than the remaining term of the Lease. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord received from any reletting. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the Term.

B. **Right to Terminate.** Landlord may terminate the Lease pursuant to the terms of this Section 11. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, including reasonable attorneys' fees incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while occupied by Tenant.

C. **Severability.** Should any of these remedies or any portion thereof not be permitted by the laws of the state where the building is located, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect, and the Landlord may avail itself of these as well as any other remedies or damages allowed by law.

12. **RIGHT OF ACCESS.** Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make

reasonable repairs which Landlord may be required to make hereunder. Landlord agrees that its access shall not disrupt Tenant's business operations nor violate the privacy and confidentiality rights of Tenant's patients.

13. **END OF TERM; RENEWALS.** At the termination of the Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as broom clean condition as reasonable use thereof will permit, ordinary wear and tear excepted and will leave the Leased Premises broom clean. Tenant shall have the right, prior to termination, to remove any personal property in the Leased Premises owned by Tenant. In the event of holding over by Tenant after the expiration or termination of the Lease, Tenant shall pay rent at the then current rate for monthly rental installments on a monthly basis, not to exceed six months. In the event this Lease is terminated other than at the end of a month, all amounts due shall be prorated in accordance with actual use and payable within thirty (30) days of final invoice and the parties will not enter into a similar agreement for one year following the initial term.

14. **ATTORNEYS' FEES.** In the event that suit is brought by either party against the other for breach or default under the terms of the Lease, the prevailing party shall be entitled to reasonable attorneys' fees, expenses (including expert witness fees) and court costs equal to the sum established by the court.

15. **HEADINGS.** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof.

16. **ENTIRE AGREEMENT, EXECUTION.** The Lease contains the entire agreement between the parties and superseded any and all prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one agreement. The parties agree that this Lease may be executed by electronic signature, which shall be binding between the parties as though handwritten. Electronic signature shall include either an electronic symbol adopted by a person with the intent to sign or a photostatic copy of a handwritten signature.

17. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, and rendered unusable, as determined by Landlord, the Lease shall automatically terminate as of the effective date of the casualty.

18. **EMINENT DOMAIN.** If the whole of the Leased Premises or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain, the Lease shall automatically terminate as of the effective date of the taking.

19. **WAIVER.** No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent of approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved.

20. **NOTICES.** Any notice required or permitted to be given hereunder shall be sufficient if personally served or sent by registered or certified mail addressed to the relevant party at the addresses specified in the Lease.

21. **BINDING EFFECT.** The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. Nothing in this article shall be deemed to amend the provisions herein concerning assignment and subletting.

22. **LAW.** The laws of Oklahoma shall govern the interpretation of all of terms, and conditions of the Lease.

23. **NO PARTNERSHIP RELATIONSHIP.** Notwithstanding any agreement herein contained, Landlord shall not be held to be a partner or associate of Tenant in the conduct of its business, it being expressly understood and agreed that the relationship between the parties is and at all times shall remain that of Landlord and Tenant.

24. **NO REQUIREMENT TO REFER.** The parties expressly agree that nothing contained in the Lease shall require Tenant to refer or admit any patients to, or order any goods or services from Landlord or any affiliate. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself

in such manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b) and Section 1877 of the Social Security Act (the "Stark Law") as amended. Both parties represent that the rental amounts provided for in the Lease are at fair market value rates and do not take into account the value or volume of referrals or business generated between the parties.

25. QUIET ENJOYMENT. Provided that Tenant is in compliance with obligations in this Lease, Tenant shall have quiet enjoyment and possession of the Leased Premises during the Term of any extension or renewal thereof.

26. SUBLEASE. In the event the Lease is a sublease to an underlying lease agreement identified as a Master Lease in the Face Sheet, Tenant shall perform, in addition to the obligations stated elsewhere in this Lease, the obligations of tenant/lessee under the Master Lease solely with respect to any covenants applicable to the Leased Premises and any areas used by Tenant in common with other tenants. Tenant's obligation under this Section shall not extend to provisions in the Master Lease related to rent or term.

27. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.

A. Subordination. Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any Master Lease or any ground or underlying lease which may hereafter be in effect regarding the Building, Leased Premises, or any component thereof, and/or to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. Tenant, upon request of any party in interest, shall execute promptly such instrument or certificates as may be reasonable required to carry out the intent of this provision.

B. Mortgage Enforcement. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any mortgage covering the Leased Premises or the Building, or in the event of termination of any Lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as the Landlord under the Lease. Tenant agrees to execute any attornment agreement not in conflict with this provision.

EXHIBIT B

PART-TIME LEASE

EQUIPMENT, FURNISHINGS, ROUTINE SUPPLIES, STAFFING, SCHEDULING, BILLING SERVICES

Tenant Name: INTEGRIS Cardiovascular Physicians LLC

Equipment Included in Rent:

- Fax/Copier Telephone Computer/Monitor/Printer
 Other Office Equipment: _____

Furnishings Included in Rent:

- Chairs Tables Lamps/Lighting Stools
 Trash Cans Desks Wall Hangings Exam Tables
 Other Furnishings: _____

Office Supplies Included in Rent:

- Copy and Computer Supplies (paper, pens, toner, ink cartridges, stapler, staples, paper clips)
 Other Office Supplies: _____

Medical Supplies Included in Rent:

- Soap Cleaning Supplies Toilet Paper Table Tissue
 Linens Exam Gloves KY Jelly Hand Towels
 Light Bulbs Other Supplies: _____

The following Staff will be provided to Tenant for no additional cost, up to the hours set forth below (check all that apply):

- Receptionist, maximum _____ hours/week
 Scheduling Nurse, maximum _____ hours/week
 Registered Nurse, maximum _____ hours/week
 Physician Assistant, maximum _____ hours/week
 Clerical Personnel, maximum _____ hours/week
 Other (describe) Support Staff, maximum _____ hours/month
-

The following Staff will be provided to Tenant for the costs set forth below, which costs shall be billed to Tenant each month and paid in addition to Rental (check all that apply):

- Receptionist \$ ____/hour, ____ hours/week
- Scheduling Nurse \$ ____/hour, ____ hours/week
- Registered Nurse \$ ____/hour, ____ hours/week
- Physician Assistant \$ ____/hour, ____ hours/week
- Clerical Personnel \$ ____/hour, ____ hours/week
- Other (describe) ____ \$ ____/hour, ____ hours/week

Please describe Billing Services with particularity: _____

Other provisions: _____