AMENDMENT NO. ONE TO ASSET PURCHASE AGREEMENT

THIS Amendment to the ASSET PURCHASE AGREEMENT dated _____ ("Agreement") is entered into this ____ day of May, 2025, by and between THE CITY OF CLINTON, an Oklahoma Municipality ("Seller"), The CLINTON HOSPITAL AUTHORITY, an Oklahoma Title 60 public Trust (the "Authority") and RURAL HOSPITAL SOLUTIONS, LLC., a Wyoming limited liability company, ("Purchaser"; and together with Seller and Authority, collectively the "Parties").

EXPLANATORY STATEMENT

WHEREAS, Seller, Authority, and Purchaser entered into an Asset Purchase Agreement dated _____ (the Original Agreement);

WHEREAS, the Original Agreement contemplated a conduit financing which collateralized Seller's Receivables for the purpose of creating operating capital until the date of closing;

WHEREAS, Seller, Authority, and Purchaser have determined not to pursue the conduit financing and Seller will instead advance funds to Authority, with the promise of repayment, to cover expenses through the date of closing;

WHEREAS, Seller and Purchaser desire to advance the date of closing.

WHEREAS, Section 9.8 of the Original Agreement allows for the Parties to amend the Agreement by written agreement;

NOW, THEREFORE, in consideration of the Explanatory Statement that shall be deemed to be a substantive part of this Agreement, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the Original Agreement is hereby amended as follows:

I. Section 2.2 shall be amended to read as follows:

2.2 Assumption of Obligations. Purchaser will assume, at Closing, all of Seller's obligations as set forth on **Schedule 2.3** ("Assumed Liabilities") attached hereto. The Parties agree that the Assumed Liabilities, including any amounts actually advanced pursuant to Line of Credit Number 5 (LOC# 5), shall be repaid pursuant to a 10-year note payable to the Clinton Hospital Authority at 5% simple interest, with a 2 year deferral of principal and interest payments. The deferral date to begin 30 days from the date of Closing. A promissory note shall be executed at Closing evidencing the cumulative total of funds actually advanced. The Parties agree that the obligations described as "Funds Advanced - Collateralized by Certificates of Deposit" shall be satisfied when the CD's mature and that the Certificates of Deposit are excluded from the Assets which will be transferred to Purchaser.

II. Section 5.1 shall be amended to read:

5.1 Closing.

Time and Place of Closing. Unless otherwise agreed to in writing by the parties, and subject to the termination right in Section 9.1.4, closing of the transactions contemplated hereby (the "Closing" and sometimes the "Asset Closing") shall take place on or before July 31, 2025 ("Closing Date")

III. Section 5.3.2 shall be amended to read:

5.3.2 A promissory note payable to the Clinton Hospital Authority for the liabilities described in Schedule 2.3.

IV. Section 5.3.8 shall be amended to read:

5.3.8 Such other instruments and documents as Seller may reasonably consider necessary to effectuate the transactions contemplated herein, including, without limitation, payment of the assets described in Sections 2.1.1 and 2.1.2. Purchaser shall immediately begin the process of preparing all filings necessary for regulatory approval of its operation of the hospital, including but not limited to CMS-855A and associated documents. All filings shall be submitted to the relevant regulatory authority within 30 days of the execution of this Amendment.

V. REAFFIRMATION AND CONFIRMATION OF TERMS: All of the terms, covenants and conditions of the Original Agreement, except as herein specifically modified and amended, shall remain in full force and effect and are hereby adopted and reaffirmed by and between the parties hereto. In the event of any conflict between the provisions of the Original Agreement and the provisions of this Amendment, the provisions in this Amendment shall control.

IN WITNESS WHEREOF, these signature pages are attached to that certain Asset Purchase Agreement in multiple originals on the date first written above.

"PURCHASER"
RURAL HOSPITAL SOLUTIONS, LLC.

By:_____
Name: _____
Title: Manager

"SELLER"
City of Clinton

By: _____
Name: David Berrong
Title: Mayor

The Clinton Hospital Authority, individually executes this Agreement solely as it relates to the terms and conditions contained herein as Authority.

"AUTHORITY"
Clinton Hospital Authority

By: _____
Name: Ken Baker
Title: Chairman

ASSET PURCHASE AGREEMENT
SCHEDULE 2.3
Assumed Liabilities

Funds Borrowed by Clinton Hospital Authority					
Lending	**Date**	**Principal**	**Interest**	**Obligee**	**Total**
LOC# 1	9/3/2024	$ 750,000.00	$ 23,667.15	General Fund	
LOC# 2	10/15/2024	$ 750,000.00	$ 19,333.71	PWA	
LOC# 3	12/18/2024	$ 375,000.00	$ 6,774.83	General Fund	
LOC# 3	12/18/2024	$ 375,000.00	$ 6,774.83	PWA	
LOC# 4	1/28/2025	$ 1,050,000.00	$ 6,253.98	General Fund	
		$ 3,300,000.00	**$ 62,804.50**		**$3,362,804.50**
Funds Made Available for Advance					
LOC# 5	5/6/2025	> $1,000,000.00	5%	General Fund	
LOC# 5	5/6/2025	> $1,000,000.00	5%	PWA	
		Total Funds to be Reimbursed			**$5,362,804.50**
Funds Advanced - Collateralized by Certificates of Deposit					
Date		**General Fund**	**PWA**	**Balance**	**Security - CD#**
4/1/2024	Advance CRH	$ 500,000	$ 500,000		
5/8/2024	Advance CRH	$ 250,000	$ 250,000		
6/20/2024	Advance CRH	$ 175,000	$ 175,000		
6/24/2024	Matured/Payback	$ (500,000)	$ (500,000)		
7/31/2024	Advance CRH	$ 175,000	$ 175,000		
8/28/2024	Advance CRH	$ 80,000	$ 80,000		
10/11/2024	Matured/Payback	$ (124,500)	$ (124,500)		
		$ 555,500	**$ 555,500**	**$1,111,000**	