SECOND AMENDEMNT TO ASSET PURCHASE AGREEMENT

THIS Second Amendment to the ASSET PURCHASE AGREEMENT dated _____ ("Agreement") is entered into this ____ day of June, 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) and an Amendment to Asset Purchase Agreement dated _____;

WHEREAS, the CT Scanner currently in the facility has become inoperable and, in order to provide quality care to patients, the a new CT Scanner must be acquired;

WHEREAS, the Parties believe that a new CT Scanner is vitally important to the provision of necessary, efficient, and appropriate patient care and its acquisition constitutes an emergency;

WHEREAS, the Parties have located a replacement CT Scanner identified as a Philips Ingenuity 128-Slice CT Scanner – CLT-05272025TM; to be purchased from Arch Medical under a lease purchase agreement;

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. Schedule 2.3 ("Assumed Liabilities") shall be amended to include the following additional agreements:

   a. Product & Services Lease-Purchase Agreement, dated May 28, 2025 between Arch Medical and the Clinton Hospital Authority for the purchase of Philips Ingenuity 128-Slice CT Scanner – CLT-05272025TM
   b. Master Service Agreement with Arch Technology Solutions, LLC dated May 28, 2025
   c. Consulting Services Agreement with N'Sync Consulting Corp dated May 15, 2025

II. 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 Second Amendment, the provisions in this Second 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: LOREN BRINK
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