



Interim Chief Executive Officer Agreement

This Interim Chief Executive Officer Agreement (this "**Agreement**") is made and entered into on the 3rd day of November 2023 by and between Broadlawn's Medical Center (herein referred to as "**BMC**") and Dr. Jason Kruse (herein referred to as "**Dr. Kruse**").

Whereas, BMC employs Dr. Kruse as an Internal Medicine Physician on a full-time basis, receiving an annual salary currently in the amount of \$271,519 (the "**Physician Salary**") together with all applicable employee benefits available to Kruse (based on his full-time equivalent status and other factors of eligibility).

Whereas, BMC employs Dr. Kruse as Interim Chief Medical Officer at a salary in the amount of \$4,600 per regular pay period of BMC (which is every two weeks, 26 pay periods/calendar year) less all applicable taxes and benefits (the "**Interim CMO Salary**").

Whereas, BMC desires to employ Dr. Kruse in the position of Interim Chief Executive Officer ("**Interim CEO**") for the period beginning November 2, 2023, until the earlier date of: (i) the first day of employment for the new CEO; or (ii) October 1, 2024 (the "**Interim Period**").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

During the Interim Period, BMC will employ Dr. Kruse, and Dr. Kruse agrees to be employed by BMC, to serve in the position of Interim CEO. In exchange for serving as Interim CEO, BMC agrees to pay Dr. Kruse a salary in the amount of \$6,500 per regular pay period of BMC (which is every two weeks, 26 pay periods/calendar year) less all applicable taxes and benefits (the "**Interim CEO Salary**").

For the avoidance of doubt, the Interim CEO Salary shall be in addition to the Physician Salary and Interim CMO Salary and shall accrue with respect to the Interim Period only; the accrual of Interim CEO Salary will begin November 2, 2023 and conclude at the expiration of or earlier termination of the Interim Period (at which time Dr. Kruse's salary shall revert to the Physician Salary only, and his duties shall revert to his Physician duties only). For avoidance of doubt, the Interim CMO Salary shall conclude as of the date the permanent CMO commences employment at BMC.

During the Interim Period, in addition to his Physician and Interim CMO duties, Dr. Kruse will be responsible for all duties in connection with serving as CEO, which shall include, without limitation:

- Supervising all BMC and BMC Foundation business and financial matters;
- Overseeing selection, hiring, supervising, disciplinary actions and terminations of all BMC personnel;
- Serving as liaison for BMC medical staff;
- Preparing and presenting of reports to the BMC Board of Trustees concerning all phases of BMC's operations;
- Serving as President of the BMC Foundation;
- Carrying out all policies and directives of the BMC Board of Trustees;
- Ensuring BMC operations and the BMC Foundation are managed in a fiscally responsible

Dr. Jason Kruse Interim CEO Agreement

- and legal manner;
- Attending and participating in the monthly BMC Board of Trustees meetings; and
- Performing other duties historically performed by the CEO and as otherwise directed from time to time by the BMC Board of Trustees.

This Agreement may be terminated prior to the end of the Interim Period in either of the following manners:

- At the Board of Trustees' discretion, BMC may terminate this Agreement at any time effective immediately or pursuant to such other notice period as determined in the sole discretion of the Board of Trustees (for purposes of this paragraph, the "**Early Termination Date**"). Dr. Kruse shall be relieved of the Interim CEO duties as of the Early Termination Date. For the avoidance of doubt, immediately following the Early Termination Date, Kruse's continued employment with BMC shall be governed by the Provider Employment Agreement only.
- Dr. Kruse may terminate this Agreement by providing thirty (30) days' written notice to the Chair of the Board of Trustees (for purposes of this paragraph, the "**Early Termination Date**"). For the avoidance of doubt, immediately following the Early Termination Date, Dr. Kruse's continued employment with BMC shall be governed by the Provider Employment Agreement only.

On behalf of the BMC Board of Trustees, the Board Chair has caused this Agreement to be executed. The Chair of the Board of Trustees and Dr. Kruse have executed this Agreement as of November 3, 2023.

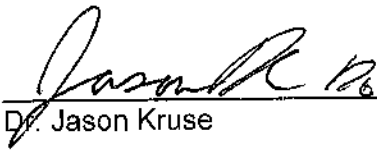
BROADLAWNS MEDICAL CENTER



Dave Miglin
Chair of the Board of Trustees

11/3/23

Date



Dr. Jason Kruse

11-3-2023

Date