

CUSTOM MEDICAL SOLUTIONS

RENTAL CONTRACT

This Agreement is made and entered into effective March 1st, 2024 (hereinafter referred to “Effective Date”) between Midtown Investments, LLC dba Custom Medical Solutions with an address of 7100 Northland Circle, Suite 410 Brooklyn Park, MN 55428 (hereinafter “LESSOR”) and Having a principal place of business at Mangum Regional Medical Center with an address of 1 Wickersham Drive Mangum, OK 73554 including all owned and managed facilities (hereinafter “LESSEE”).

WHEREAS, LESSOR desires to rent or sell to LESSEE certain specialty products as generally described on SCHEDULE A (Contract Pricing and Services) attached hereto.

WHEREAS, LESSEE desires to rent or purchase from LESSOR for their facilities listed.

WHEREAS, LESSEE desires to rent from LESSOR the Equipment at the rental rates set forth in the Contract Pricing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Equipment and Rental Rates. Attached hereto on SCHEDULE A are the rates to be charged by LESSOR to LESSEE throughout the term of this Contract.
2. Term. LESSEE hereby names LESSOR its primary vendor for rental of the Equipment for an initial term of one (1) year beginning on March 1st, 2024 (the “Commencement Date”) and ending on March 1st, 2025. The Agreement shall automatically renew for one-year terms on its expiration date unless either party gives written notice to the other of its intent to not renew the Agreement at least ninety (90) days prior to the expiration date or ninety (90) days prior to the end of any annual renewal term.
3. Guaranteed Performance.
 - a. During the first ninety (90) days after the signing of the contract, Lessor and each Lessee facility will agree upon an equipment list. Custom Medical Solutions’ local service center will stock this equipment for their agreed upon rental needs.
4. Invoicing. LESSOR shall issue an invoice for each item of Equipment delivered to LESSEE, and each item of Equipment shall include a description of the Equipment and, where applicable, the barcode(s).
5. Billing and Payment Terms.
 - a. Billing shall commence at the time of delivery, prorated for the shipments made after the first day of the month and on the first of each month thereafter. All invoices shall be due thirty (30) days after invoice date. Overdue invoices shall bear interest at the lower of one and a half percent (1 ½%) per month or the maximum rate allowed by law. Acceptable forms of payment are checks, money orders, and bank wires in U.S. Funds.

- b Any Purchase order issued under this agreement by Lessee shall be made to the appropriate branch office of LESSOR. LESSOR will not deliver Equipment to Lessee without an authorized Purchase Order except in situations such as weekends, holidays, and evenings after normal business hours in which case a purchase order shall be issued on the next regular business day by Lessee
6. Equipment Title. The Equipment is, and shall at all times be and remain, the sole and exclusive property of LESSOR, and LESSEE shall have no right, title or interest therein or thereto. LESSEE shall not remove LESSOR labels and shall not encumber, sell, or mortgage the Equipment. This does not apply to “Rent-to-Own” equipment and services.
7. Orders. After full execution and delivery of this Agreement, LESSEE may order any item of Equipment at any time, 24 hours a day, 7 days a week, 365 days a year, by telephone to LESSOR at (866) 350-5640 or at such other number as LESSOR may establish from time to time.
8. Use of Equipment. LESSEE shall use and operate the Equipment in a careful and proper manner and shall not allow untrained personnel to use or operate the Equipment in any manner that is inconsistent with the applicable standards in the industry or inconsistent with the Operator’s Manual or instructions (in-service) provided by LESSOR.
9. Duties and Responsibilities of LESSOR.
Throughout the term of this Agreement LESSOR shall:
- b. Be available for routine visits to assess the status of the Equipment and to consult with the various staff of LESSEE regarding their support needs (i.e. further in-service training, equipment documentation, etc.);
 - c. Be available to educate LESSEE with regard to the value and benefits of consolidating orders, receiving fewer shipments, processing fewer invoices, and creating fewer payment checks through participating in the Agreement;
 - d. Provide, at no additional cost, in-service education for the Equipment it rents to LESSEE. Because the original equipment manufacturer (OEM), rather than LESSOR, is most capable of providing technically competent in-service training, all in-service training will be provided by qualified OEM representatives or certified designees and/or OEM video tape presentation. The LESSOR will coordinate in-service training through the applicable OEM. All in-service training will be scheduled at the convenience of LESSEE;
 - e. Mail to LESSEE reasonable quantities of informational and promotional materials describing LESSOR’s programs, goods, and services
10. Maintenance and Service. LESSOR shall provide routine maintenance and service for the Equipment without charge to LESSEE. LESSEE shall make rented Equipment available to LESSOR for inspection and service.
11. Lost, Damaged or Destroyed Equipment. If any item of Equipment is lost, damaged or destroyed while in LESSEE’s possession or control, LESSEE shall promptly purchase from LESSOR the lost, damaged or destroyed Equipment at replacement value. LESSEE shall be allowed thirty (30) days to locate lost Equipment after being notified by LESSOR.
12. Return of Equipment. Upon termination or expiration of this Agreement and/or upon termination of any rental term for any item of Equipment hereunder, LESSEE shall have Equipment ready for LESSOR to pick up at same location of delivery, in good operating condition, reasonable wear and tear accepted.

13. Discontinuation of Equipment Use. Once use of any item of Equipment has been discontinued, Lessee shall promptly notify LESSOR of such discontinuation and have the item of Equipment available for pick-up by LESSOR at the facility where it was delivered.
14. Warranty LESSOR warrants that throughout its period of installation the Equipment shall remain mechanically sound and medically safe when used for its designed purpose and when used in compliance with all manuals, directives and similar communications provided to Lessee regarding the use of the Equipment. LESSOR does not warrant specific medical results for LESSEE. Nothing contained herein shall be construed as an indemnification or release of LESSEE by LESSOR for any claims of injury or damage, to person or to property, arising as a result of the negligence or willful misconduct of Lessee.
15. Indemnification. LESSEE shall indemnify and hold LESSOR harmless for any damages or injury to property or person that may occur as a result of LESSEE's failure to comply with the terms of this Agreement, including but not limited to, LESSEE's failure to return any item of Equipment or to make any item Equipment available for inspection and service.
16. Insurance.
 - (a) LESSEE shall, during the term of this Agreement, maintain in full force and effect adequate comprehensive general liability insurance and workers compensation insurance in the amounts required by law. LESSEE shall provide to LESSOR a certificate evidencing this insurance if requested in writing by LESSOR.
 - (b) LESSOR shall, during the term of this Agreement maintain in full force and effect adequate comprehensive general liability insurance and workers compensation insurance in the amounts required by law.
17. Taxes. LESSEE shall prepare and file all applicable tax returns related to the use, rental, sale or possession of each item of Equipment and shall pay all taxes when due.
18. Force Majeure. Neither party shall be liable for any damages that may result from any delay or failure in performance due to any reason or unforeseen circumstances beyond the obligated party's reasonable control, including acts of God or public authorities, war and war measures, terrorist attacks, civil unrest, fire, epidemics, unforeseeable accidents or delays in transportation, delivery or supply or labor disputes.
19. Default and Remedies. If LESSEE (i) does not pay when due, any invoice or any portion thereof or any other amount required by this Agreement to be paid; (ii) breaches any of the terms or conditions of this Agreement; (iii) ceases doing business as a going concern; (iv) has a petition filed by or against it under any of the provisions of applicable bankruptcy laws then in effect; (v) makes an assignment for the benefit of creditors, (vi) calls a general meeting of creditors or attempts any informal arrangement with creditors; (vii) makes a purported assignment of this Agreement or any part hereof in violation of this Agreement or there occurs a substantial change in the ownership or control of LESSEE's equity, business or assets; (ix) engages in any unsafe practices that LESSOR determines, in its sole discretion, will compromise patient safety; (x) takes any action that LESSOR determines, in its sole discretion, may bring LESSOR's name into disrepute; **THEN** LESSOR shall have the right to exercise any one or more of the following remedies: (i) terminate this Agreement immediately, in whole or in part, without notice; (ii) declare all unpaid charges to be immediately due and payable; (iii) take possession of the Equipment, wherever the same is located, without demand or notice, without any court order or

other process of law, and without liability to LESSEE or its customers for any damages occasioned by such taking of possession; and (iv) pursue any other remedies existing at law or in equity. LESSOR shall be entitled to recover all costs, including, but not limited to attorneys' fees, incurred in connection with collection under this Agreement and with pursuing any and all of the foregoing remedies.

20. Assignment and Modification. Without LESSOR's prior written consent, Lessee shall not assign this Agreement. This Agreement shall not be modified or amended without the prior written consent of both parties.
21. Termination.
- (a) The other party shall have the right to terminate this Agreement if:
- (i) A party fails to pay any amount owed hereunder and such failure continues for a period of thirty (30) days or more.
 - (ii) There is a material violation by a party of any provision of this Agreement (other than the non-payment of monies) which violation continues uncured for a period of sixty (60) days after written notice to the other party specifying such violation; or
 - (iii) A party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, a proceeding is filed against said party to declare said party a bankrupt and said proceeding is not dismissed within thirty (30) days, or said party commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction.
- (b) Any termination of the Agreement shall not affect any obligations which accrued prior to the effective date of such termination.
22. Proprietary Information. LESSEE acknowledges and agrees that LESSOR possesses valuable proprietary rights in its systems, methods and procedures in connection with the services provided hereunder, including but not limited to: all documents and materials provided to LESSEE and/or otherwise developed or used by LESSEE; all proposals, surveys and studies performed by or on behalf of LESSEE in connection with the services provided hereunder; all price lists, equipment rental lists, and similar information (collectively "Confidential Information"). All Confidential Information that is disclosed to LESSEE and/or its employees, agents, and representatives, shall be maintained by the recipient thereof in strict confidence and shall, at all times, remain the exclusive and sole property of LESSOR.
23. Freight Charges. The Equipment will be delivered F.O.B. to LESSEE except in the following situations:
- 1) Should LESSEE need a large amount of the Equipment for a short duration due to Facility construction, maintenance or relocation, LESSOR will be entitled to charge to LESSEE freight or a higher negotiated rental price.
- The following are examples of situations where freight will be charged to LESSEE:
- (a) Census Fluctuation: When a new wing/Facility is opened and items are needed for short term.
 - (b) Temporary Units: Due to construction, or other reasons, a temporary Facility/wing needs to be outfitted with Equipment for a short term.
24. Regulatory Compliance. LESSOR represents and warrants that in using the Equipment furnished

Hereunder, LESSOR will comply at all times with all applicable local, state, and federal laws and regulations relating thereto.

25. Notices. All notices required to be given by one party to the other shall be sent by certified mail, return receipt requested, or overnight delivery service addressed as follows:

If to LESSOR: Custom Medical Solutions
7100 Northland Circle
Suite 410
Brooklyn Park, MN 55428
Attn: President and CEO

With a copy to: Jason Richardson
1281 Blackrush Drive
Tarpon Springs, FL 34689

If to LESSEE: to the address set forth in the preamble to this Agreement.

26. Miscellaneous. The form of the Agreement is intended for general use throughout the United States, and in the event that any particular provision is or may become prohibited by the law of any individual State or political subdivision thereof, that particular provision shall be deemed void, but all other provisions shall, to the extent permissible, remain in effect, and this entire Agreement (except for the prohibited provision) shall remain valid and enforceable. The Agreement, shall be governed by, construed under and interpreted in accordance with the laws of the State of Minnesota. Any disputes hereunder which cannot be amicably resolved shall be heard and tried in a court of competent jurisdiction in the State of Minnesota.
27. Title. The Equipment is, and shall at all times be and remain, the sole and exclusive property of LESSOR, and LESSEE shall not have any right, title or interest in or to the Equipment. All replacements, substitutions, modifications, alterations and repairs to the Equipment shall become a component part of the Equipment and shall be included under the terms hereof, and title thereto shall remain at all times in the LESSOR. Rent-to-Own equipment is excluded.
28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but each counterparts together shall constitute but one and the same instrument.
29. Acceptance. In order to be valid, this agreement must be signed below by a duly authorized officer of LESSOR and LESSEE.

COHESIVE HEALTHCARE

MIDTOWN INVESTMENTS, LLC dba
CUSTOM MEDICAL SOLUTIONS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A - Pricing

Cohesive Healthcare	
SUPPORT SURFACE AND DME EQUIPMENT RENTAL PRICE LIST	
CUSTOM MEDICAL SOLUTIONS	
*** Confidential ***	
To order equipment call 866-350-5640 or 763-535-5906	Daily Rate
Long Term Care Tier 1 Product Line	
Matrix Guardian IV	\$ 5.00
Matrix Low Air Loss Mattress	\$ 12.00
Matrix Solace (used with Matrix LAL or ALAL)	\$ 25.00
Bariatric Products	
Bariatric Bed with Foam Mattress 750lb or 1000lb-Full electric, expandable to 48"	\$ 35.00
Bariatric Bed with air transfer device	\$ 80.00
Bariatric Bed with air transfer device and drive system	\$ 90.00
Bariatric Low Air Loss Mattress 39", 42", 48"	\$ 24.00
Bariatric Commode	\$ 8.00
Bariatric Walker	**** \$ 5.00
Bariatric Wheelchair 22",24",26",28"	\$ 11.00
Bariatric Lift w/ Sling	**** \$ 20.00
Bariatric Lift - 700lb w/ Sling	\$ 36.00
Bariatric Trapeze	**** \$ 8.00
Fall Management Products	
Primus 901 Low bed	\$ 17.00
Matteo Lift Chair	\$ 29.00
Spirit Select Bed w/ Mattress & Scale	\$ 48.00
Additional Products	
Continuous Passice Motion Machine	\$ 7.50