

PURCHASE AGREEMENT FOR MEDICAL EQUIPMENT

THIS PURCHASE AGREEMENT FOR MEDICAL EQUIPMENT (the “Agreement”) is made and entered into as of _____, 2026 by and between Pawhuska Hospital, Inc. (the “Seller”) and Mangum Regional Medical Center (the “Buyer”).

Seller is a hospital located at 1101 E 15th St, Pawhuska, OK 74056 and owns a used Spirit Fitness CRS800S Commercial Recumbent Stepper (the “Equipment”).

Buyer is a hospital located at 1 Wickersham Dr, Mangum, OK 73554 and desires to acquire and assume the Equipment from Seller, and Seller desires to assign and transfer to Buyer, the Equipment pursuant to the terms and conditions of this Agreement.

Seller and Buyer (collectively, the “Parties,” and each individually, a “Party”) desire to evidence the terms and conditions upon which the purchase and sale of the Equipment (as defined below) will be consummated, including, without limitation, their respective representations, warranties and other agreements in connection with such transactions, in each case as set forth in this Agreement.

ARTICLE I: PURCHASE AND SALE OF MEDICAL EQUIPMENT

1.1 Agreement to Purchase and Sell. This Agreement details the purchase and sale of the Equipment listed in Exhibit A attached hereto.

ARTICLE II: PURCHASE PRICE AND PAYMENT

2.1 Purchase Price. The total purchase price is Two Thousand and 00/100 Dollars (\$2,000), as shown in Exhibit B attached hereto.

2.2. Payment Terms. Payment shall be made on a date agreed by Buyer and Seller after the Closing Date.

ARTICLE III: DELIVERY AND TITLE TRANSFER

3.1 Pick-up/Shipping: Seller is responsible for all costs and logistical arrangements associated with dismantling, packing, loading, and transporting the equipment from Seller’s facility.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 Seller represents it owns the Equipment and has full right and authority to sell it, free and clear of all liens, claims or encumbrances.

4.2 The Equipment is sold “AS IS, WHERE IS”. Seller makes no warranties on condition or functionality, except that it was operational and compliant with manuals when last used. Seller confirms compliance with applicable laws. Buyer acknowledges that it has had the opportunity to inspect the Equipment prior to purchase.

ARTICLE IV: CLOSING AND DELIVERABLES

- 4.1. Closing Date. The transaction will close on or before October 1, 2026.
- 4.2. Seller Deliverables. At closing, Seller will provide the executed Bill of Sale attached hereto as Exhibit C.

ARTICLE V: INDEMNIFICATION

- 5.1. Buyer Indemnity. Buyer will defend, indemnify, and hold harmless Seller from any third-party claims, injury or liability arising from the operation, maintenance, or misuse of the Equipment after title transfer.
- 5.2. Seller shall not be liable for any indirect, incidental, special or consequential damages arising out of the performance, condition or use of the Equipment post-sale.

ARTICLE VI: MISCELLANEOUS

- 6.1. Governing Law. This Agreement is governed by the laws of Oklahoma.
- 6.2. No Conflict. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, conflict with or result in any violation of any statute, law, rule, regulation, judgment, order, decree, or ordinance applicable to Buyer.
- 6.4. Notices. Any notice or communication required or permitted to be made hereunder shall be in writing, and shall be deemed to have been made if delivered personally or by electronic mail, receipt confirmed, or if mailed, by registered or certified mail, return receipt requested, to the Parties at the addresses shown below. The date of personal delivery shall be the date of giving notice, the date of facsimile delivery shall be the next business day after the transmission or if mailed in the manner prescribed above, notice shall be deemed to have been given three business days after the mailing.
- 6.5. Entire Agreement. This Agreement and its Exhibits constitute the entire agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Seller:

Buyer:

Pawhuska Hospital, Inc.

Mangum Regional Medical Center

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date:

Date:

Address: _____

Address: _____

Exhibit A: Detailed Equipment Description (Serial Number, Model, etc.)

Exhibit B: Pricing and Payment Schedule

Exhibit C: Executed Bill of Sale

EXHIBIT A

Detailed Equipment Description (Serial Number, Model, etc.)

Spirit Fitness CRS800S Commercial Recumbent Stepper

EXHIBIT B

Pricing and Payment Schedule

Buyer shall pay Two Thousand and 00/100 Dollars (\$2,000.00) to Seller for the Equipment on a date agreed by Buyer and Seller after the Closing Date.

EXHIBIT C

BILL OF SALE

THIS BILL OF SALE (the “Bill of Sale”) is made and entered into as of _____ (the “Effective Date”) by and between **Pawhuska Hospital, Inc.** located at located at 1101 E 15th St, Pawhuska, OK 74056 (the “Seller”), and **Mangum Regional Medical Center** located at 1 Wickersham Dr, Mangum, OK 73554 (the “Buyer”).

This Bill of Sale confirms the transfer of ownership of specified a Spirit Fitness CRS800S Commercial Recumbent Stepper (“Purchased Asset”) from Seller to Buyer, as outlined in a separate Purchase Agreement. The Bill of Sale details the Purchased Asset, including description, manufacturer, model, serial number, condition (used, “AS IS, WHERE IS, WITH ALL FAULTS”), and price.

Seller warrants clear title to the Purchased Asset. Buyer acknowledges the “AS IS” condition, and Seller disclaims all warranties. The agreement is governed by the laws of Oklahoma and is binding on both parties and their successors.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the Effective Date.

SELLER:
Pawhuska Hospital, Inc.

BUYER:
Mangum Regional Medical Center

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date:

Date:

Address: _____

Address: _____
