ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between CLINTON HOSPITAL AUTHORITY, an Oklahoma public trust ("Seller" or "Authority"), and CORDELL MEMORIAL HOSPITAL ("Buyer").

RECITALS

A. Seller possesses certain surplus or decommissioned medical equipment and supplies identified in Exhibit A (collectively, the "Assets").

B. Buyer desires to purchase the Assets as a single lot for the total price of $3,600.00, and Seller desires to sell the Assets on an AS IS, WHERE IS basis, without warranties of any kind.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Purchase and Sale.

Subject to the terms of this Agreement, Seller agrees to sell and Buyer agrees to purchase all of Seller's right, title, and interest, if any, in the Assets described in Exhibit A, as one bundled transaction. No separate price is allocated to any individual Asset. The sale includes only the items and quantities identified in Exhibit A and does not include any other equipment, supplies, attachments, or accessories unless specifically identified therein.

2. Purchase Price; Payment.

The total purchase price is THREE THOUSAND SIX HUNDRED DOLLARS ($3,600.00), payable in immediately available funds or other form acceptable to Seller at or before Closing. Seller shall have no obligation to release the Assets before receiving payment in full.

3. Inspection; Acceptance.

Buyer shall have an opportunity, before Closing, to inspect the Assets and verify the inventory, quantities, and condition. By Closing, Buyer accepts the Assets based solely on its own inspection and judgment, whether or not Buyer elects to inspect. Seller has no obligation to test, repair, calibrate, sterilize, service, or certify any Asset.

4. AS IS; Disclaimer of All Warranties.

BUYER ACKNOWLEDGES THAT THE ASSETS ARE SOLD AND TRANSFERRED "AS IS, WHERE IS, WITH ALL FAULTS." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, CONDITION, QUALITY, COMPLETENESS, STERILITY, SAFETY, FUNCTIONALITY, SERVICEABILITY, REGULATORY COMPLIANCE, OR SUITABILITY FOR PATIENT CARE OR ANY OTHER USE. SELLER DISCLAIMS ALL SUCH WARRANTIES. Buyer acknowledges that the Assets may be used, expired, incomplete, defective, or unsuitable for clinical use and that Seller has made

no assurance concerning their condition or suitability. No statement by Seller's personnel modifies this disclaimer.

5. Closing; Bill of Sale.

Closing shall occur on a date mutually agreed by the parties, following any required approvals. Upon receipt of the full purchase price, Seller shall execute and deliver the Bill of Sale attached as Exhibit B. Title, to the extent held by Seller, and risk of loss shall pass to Buyer upon payment in full and delivery of the Bill of Sale, whether or not the Assets have been physically removed.

6. Removal and Transportation.

Buyer, at its sole expense and risk, shall arrange and perform all packing, loading, removal, and transportation of the Assets from Seller's premises at a mutually scheduled time, no later than _____, 2026, unless extended in writing. Buyer shall provide qualified personnel and equipment, comply with applicable safety and facility rules, and promptly repair physical damage to Seller's premises caused by Buyer or its contractors. Seller shall not be obligated to disconnect, prepare, load, ship, or insure the Assets. Any Assets remaining after the removal deadline shall be subject to arrangements mutually agreed in writing; no abandonment or forfeiture is implied solely by delay.

7. Responsibility for Use and Compliance.

From and after Closing, Buyer assumes sole responsibility for possession, inspection, testing, maintenance, sterilization or reprocessing if applicable, regulatory compliance, use, transfer, and disposal of the Assets. Seller makes no representation that any Asset is approved or suitable for clinical or patient-care use.

8. Release; Allocation of Risk.

To the fullest extent permitted by Oklahoma law, Buyer releases Seller and its trustees, officers, employees, and agents from claims arising from the condition, operation, use, or disposition of the Assets after Closing, except to the extent arising from Seller's intentional misconduct. Each party remains responsible for its own acts and omissions to the extent provided by applicable law. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, defense, limitation of liability, or protection available to either party under Oklahoma law, including the Oklahoma Governmental Tort Claims Act, if applicable.

9. Authority and Approvals.

Each signatory represents that he or she is authorized to execute this Agreement on behalf of the party identified. Performance is subject to any approval required by applicable law and the parties' governing policies.

10. Entire Agreement; Amendments.

This Agreement, including Exhibits A and B, contains the entire agreement regarding the Assets and supersedes prior discussions or proposals. Any amendment must be in writing and signed by both parties.

11. Governing Law; Counterparts.

Oklahoma law governs this Agreement. This Agreement may be executed in counterparts and by electronic signatures, each deemed an original. If any provision is unenforceable, the remaining provisions remain effective to the extent the essential transaction can be carried out.

IN WITNESS WHEREOF, the parties execute this Agreement as of the dates written below.

SELLER: CLINTON HOSPITAL AUTHORITY

By: _____ Date: _____

Printed Name: _____ Title: _____

BUYER: CORDELL MEMORIAL HOSPITAL

By: _____ Date: _____

Printed Name: _____ Title: _____

EXHIBIT A

ASSETS INCLUDED IN PURCHASE

This Exhibit A is incorporated into the Asset Purchase Agreement between Clinton Hospital Authority and Cordell Memorial Hospital. The following Assets are conveyed as a single bundled lot for the aggregate purchase price of $3,600.00.

Asset Description	Inventory Number	Quantity
Schamber No Pinch	90100542	1
Cannon Curette #2	90100543	2
Cannon Curette #3	90100544	2
Cannon Curette #5	90100545	2
Sterile Electrolase Blunt Tip	90100547	1
Supercut SCS Regular Curved SMOO	90100548	2
Orginial Gradle Scissors 3 3/4	90100549	2
Disposable Biopsy Punch 2MM	90100550	47
Disposable Biopsy Punch 4MM	90100551	50
Disposable Biopsy Punch 6MM	90100552	50
Hyfrecator 2000	90100546	1

The descriptions and inventory numbers above identify the Assets being sold; they are not representations concerning manufacturer, model, specifications, condition, completeness, or fitness for use. All Assets are subject to the AS IS disclaimer in the Agreement.

EXHIBIT B

BILL OF SALE

For and in consideration of THREE THOUSAND SIX HUNDRED DOLLARS ($3,600.00), receipt of which is hereby acknowledged, CLINTON HOSPITAL AUTHORITY, an Oklahoma public trust ("Seller"), hereby sells, transfers, and conveys to CORDELL MEMORIAL HOSPITAL ("Buyer") all of Seller's right, title, and interest, if any, in the personal property described in Exhibit A to the Asset Purchase Agreement between Seller and Buyer dated _____, 2026 (the "Agreement").

AS IS, WHERE IS, WITH ALL FAULTS

THE PROPERTY IS CONVEYED "AS IS, WHERE IS, WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, STERILITY, SAFETY, OPERABILITY, REGULATORY COMPLIANCE, OR SUITABILITY FOR CLINICAL OR PATIENT-CARE USE. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

Buyer acknowledges that it has had an opportunity to inspect the property, accepts it in its existing condition, and is responsible for removal, transportation, and all use or disposition after transfer. This Bill of Sale is delivered pursuant to, and is subject to, the Agreement; it does not enlarge any obligation or warranty of Seller.

Executed on _____, 2026.

SELLER: CLINTON HOSPITAL AUTHORITY

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGED AND ACCEPTED: CORDELL MEMORIAL HOSPITAL

By: _____

Printed Name: _____

Title: _____

Date: _____