

## **BILL OF SALE**

This Bill of Sale ("Bill of Sale") is executed and delivered as of \_\_\_\_\_, 201\_\_, to be effective as of 12:01 a.m. (Central Time) on \_\_\_\_\_, 201\_\_ ("Effective Date"), from **SAINT LUKES HEALTH SYSTEM, INC.**, a Kansas nonprofit corporation ("Seller"), and \_\_\_\_\_ ("Buyer").

## **RECITALS**

**WHEREAS**, Seller wishes to sell, convey, transfer, assign and deliver to Buyer the items set forth and described on Exhibit A attached hereto and incorporated herein (the "Assets"), and

**WHEREAS**, Buyer wishes to purchase and accept from Seller, all of Seller's rights, title and interests in and to the Assets, all on the terms and conditions set forth in this Bill of Sale.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements therein and hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Assets.

a. As of the Effective Date, and in consideration of Buyer's payment of the Purchase Price (as hereinafter defined), Seller hereby sells, grants, conveys, assigns, transfers, and delivers to Buyer, all of Seller's rights, title and interest in and to the Assets.

b. Seller does hereby irrevocably constitute and appoint Buyer and its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of Seller, or for its own use, to institute and prosecute all proceedings which Buyer may deem proper for the limited and sole purposes: in order to receive, collect, assert, or enforce any claim, right, interest, or title of any kind in or to the Assets transferred hereunder, to defend and compromise any and all actions, suits, or proceedings relating to the Assets transferred hereunder, and to do all such acts and things and execute any instruments in relation to the Assets transferred hereunder as Buyer shall deem advisable.

c. As compensation for the sale and transfer of the Assets, Buyer shall pay to Seller \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Purchase Price"). The Purchase Price is due in full and payable on the Effective Date; Seller shall accept payment in the forms of cash or check. The parties agree that the Purchase Price represents the fair market value of the Assets, has been negotiated by the parties during arm's length negotiations, has been determined by an independent third party appraiser, and has not been determined in a manner that takes into account the volume or value of any referrals between the parties.

2. Consummation of Sale. This Bill of Sale is intended to evidence the consummation of the sale and transfer by Seller, and the purchase and acceptance by Buyer, of Seller's rights, title and interests in and to the Assets.

3. Disclaimer of Warranty; Limitation of Liability.

a. Seller represents that Seller is the lawful owner of the Assets; that such Assets are free from all encumbrances; and that such Seller has good right to sell such Assets. hereby accepts the Assets in their current "AS-IS/WHERE-IS" condition and "WITH ALL FAULTS". Seller makes no representations or warranties regarding the Assets and Seller expressly disclaims all warranties, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, Seller hereby disclaims any express or implied warranty and Buyer acknowledges that Seller makes no representations as to the performance of routine or required maintenance of the Assets or the installation available updates or upgrades to the Assets.

b. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY DAMAGES, INCLUSIVE OF BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF USE, OR BUSINESS INTERRUPTION, IN CONNECTION WITH OR ARISING OUT OF THIS BILL OF SALE OR BUYERS POSSESSION AND/OR USE OF THE ASSETS FOLLOWING THE EFFECTIVE DATE, REGARDLESS WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Future Recalls, Upgrades, Updates: Buyer hereby agrees and acknowledges that, from and after the Effective Date, any maintenance of the Assets and the installation or performance of upgrades or updates to the Assets (if any), whether such upgrades are currently available or become available in the future, shall be the sole and absolute responsibility of Buyer. Buyer assumes sole responsibility for any needed return of the Assets to the manufacturer of the Assets for repair or replacement in the event of a manufacturer or governmental recall of any or all of the Assets, regardless of whether Buyer has actual knowledge of such recall or would have had knowledge of such recall through the exercise of reasonable diligence. Seller expressly disclaims, and Buyer hereby releases Seller from, any responsibility for advising Buyer of the existence of any product recall with respect to any or all of the Assets, whether initiated by a manufacturer of the Assets or by any governmental entity, and whether currently existing or arising in the future. Seller expressly disclaims, and Buyer hereby expressly releases Seller from, any obligation to notify any manufacturer of the Assets, any governmental entity, or any third party of the sale of the Assets or to provide such third party with means to communicate with Buyer regarding any recall or advisory concerning the Assets.

5. Retrieval of Assets: Upon the Effective Date, Buyer shall be responsible for taking possession of the Assets, at Buyer's sole expense, during Seller's normal business hours at a location to be agreed upon by Seller and Buyer.

6. Protected Health Information: Seller represents that it uses reasonable efforts to remove from the Assets any "Protected Health Information" or "PHI," as defined by the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as amended from time to time. To the extent that, despite Seller's efforts, any residual individually identifiable PHI remains within the Assets, Buyer assumes sole responsibility for maintaining the confidentiality of such PHI pursuant to HIPAA, HITECH and the regulations promulgated thereunder and Buyer shall be solely liable for any Breach thereof, as defined by HIPAA and HITECH and the regulations promulgated thereunder.

7. Further Assurances. After the Effective Date, each party hereto will from time to time, at the other party's request and without further cost to the party receiving the request, execute and deliver to the requesting party such other instruments and take such other action as the requesting party may reasonably request so as to enable it to exercise and enforce its rights under and fully enjoy the benefits and privileges with respect to this Bill of Sale and to carry out the provisions and purposes hereof.

8. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Missouri applicable to agreements made and to be performed in that State without giving effect to conflicts of law principles.

9. Counterparts. This Bill of Sale may be signed in any number of counterparts (including by facsimile) and all such counterparts shall be read together and construed as one and the same document.

10. Binding Upon Successors: This Bill of Sale shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.



**IN WITNESS WHEREOF**, Seller and Buyer have executed and delivered this Bill of Sale as of the date specified above.

**SELLER:**

**BUYER:**

**SAINT LUKE'S HEALTH SYSTEM, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**  
**Assets**