

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS: that for and in consideration of the sum of \$ 370,110

Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, University Physicians & Surgeons, Inc., a West Virginia not-for-profit corporation ("Seller") does hereby grant, bargain, sell, transfer, convey and deliver the tangible personal property described in the inventory attached to and incorporated in this Bill of Sale as Exhibit 1, being certain office furniture and equipment located in the clinical and clerical spaces of the Seller's Department of Cardiovascular Services ("the Personal Property"), to Cabell Huntington Hospital, Inc., a West Virginia not-for-profit corporation.

This Bill of Sale is delivered in connection with that certain Amendment to Clinical Integration Agreement of even date herewith among Seller, Buyer, and Marshall University on behalf of its Joan C. Edwards School of Medicine.

Seller covenants and warrants that it is the lawful owner of the Personal Property, that it has good and marketable title to the Personal Property, that the Personal Property is free of any and all liens and encumbrances of every kind or nature, and that it has the right to sell and convey the Personal Property to Buyer.

THE PERSONAL PROPERTY CONVEYED BY THIS BILL OF SALE IS SOLD WHERE IT IS, AS IT IS AND WITH ALL FAULTS. SELLER EXCLUDES ANY WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES OF ANY KIND

OR CHARACTER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Seller, for the consideration above set forth, does hereby assign, transfer and set over unto Cabell Huntington Hospital, Inc. all existing contracts relating to the personal property transferred hereunder, including warranties and service agreements which are in effect as of the date hereof and which may be assigned without the consent of any third party. Seller agrees that it will diligently endeavor to obtain any required consents for additional contracts relating to the equipment transferred hereunder and, upon receipt hereof, assign the same.

Cabell Huntington Hospital, Inc. agrees that it will assume and discharge as due all obligations under such assigned contracts and agreement arising subsequent to the date hereof.

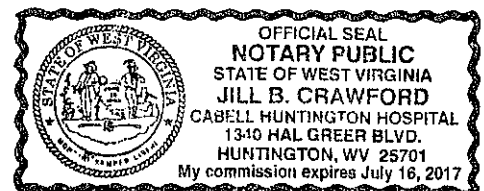
IN WITNESS WHEREOF, Seller and Buyer have caused their corporate names to be hereunto signed by their proper officers thereunto duly authorized, all as of the 23rd day of September, 2014.

UNIVERSITY PHYSICIANS & SURGEONS, INC.

By *Butch L. Hamner*
Its EXECUTIVE DIRECTOR

CABELL HUNTINGTON HOSPITAL, INC.

By *James Wool*
Its C.O.O.



Jill B. Crawford
9.23.2014