



North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section

2704 Mail Service Center • Raleigh, North Carolina 27699-2704
<http://www.ncdhhs.gov/dhsr/>

Drexdal Pratt, Director

Beverly Eaves Perdue, Governor
Albert A. Delia, Acting Secretary

Craig R. Smith, Section Chief
Phone: (919) 855-3873
Fax: (919) 733-8139

July 6, 2012

Mr. James Roskelly
Executive Vice President
Cone Health
1200 North Elm Street
Greensboro, NC 27401-1020

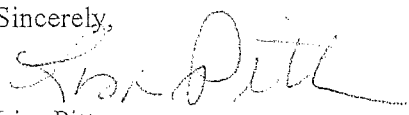
RE: Exempt from Review / The Moses H. Cone Memorial Hospital, Inc. and The Moses H. Cone Memorial Hospital Operating Corporation / Replacement of cardiac catheterization equipment in cardiac catheterization lab #5 at The Moses H. Cone Memorial Hospital / Guilford County
FID# 933540

Dear Mr. Roskelly:

In response to your letter of June 20, 2012, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a) (7). Therefore, The Moses H. Cone Memorial Hospital, Inc. and The Moses H. Cone Memorial Hospital Operating Corporation "Cone Health" may proceed to acquire, without a certificate of need, a Philips Allura Xper FD10 cardiovascular system to replace the existing Philips Integris M/205 cardiovascular system, serial number P25-1244, located in Cone Health's Cardiac Catheterization Lab #5. This determination is based on your representations that the existing unit will be removed as soon as possible from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further, please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment, to update the inventory.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,


Lisa Pittman,
Team Leader


Craig R. Smith, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DHSR
Construction Section, DHSR



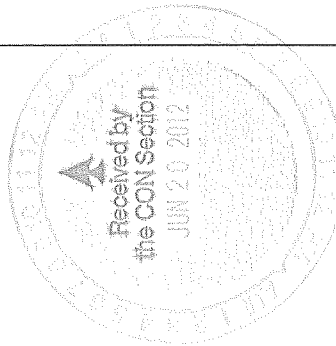


CONE HEALTH
The Network for Exceptional Care

Handwritten initials

June 18, 2012

1200 North Elm Street
Greensboro, NC 27401-1020
336.832.7000



Mr. Craig Smith, Chief
Ms. Lisa Pittman, Team Leader
Certificate of Need Section
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

Dear Mr. Smith and Ms. Pittman:

Pursuant to Section 131E-184.(7) Exemptions From Review. of the Certificate of Need Statute, I am writing to inform you of Cone Health's plans to replace existing cardiac catheterization equipment in cardiac cath laboratory #5 at The Moses H. Cone Memorial Hospital. Cone Health is simply updating an important piece of equipment with newer technology that offers improved imaging capabilities to meet physician needs and to accommodate changing patient population characteristics. The existing equipment, which was installed in 1997 is outdated, provides inferior imaging capabilities, and currently experiences significant downtime due to the age of the unit.

Exhibit 1 attached to this letter provides a comparison of the relevant information and specifications for the existing equipment and the planned replacement equipment. Of particular note, the replacement cardiac cath equipment will cost well below \$2 million, as detailed in the equipment quote provided in Exhibit 2, and it will be functionally comparable to the equipment being taken out of service. The proposed total capital cost of \$1,234,688 for the planned equipment replacement, including minor renovation costs to the lab space, is detailed in Exhibit 3. Exhibit 4 provides a certified cost estimate for the project from Mr. David W. Cherry, a licensed architect with Peterson Associates.

Renovation to the space is expected to begin on August 1, 2012 and be completed in the first week of September 2012. The new cardiac cath equipment, which will continue to be owned and operated by Cone Health, will be installed in mid-September and placed in service in early October 2012. The equipment being replaced will be disposed of through its sale to and removal by ProMedical, Inc.. A letter from Mr. Gus Vargas documenting removal and disposal of the existing equipment is provided in Exhibit 5. Please let me know if I can answer any questions for you regarding this planned cardiac catheterization laboratory equipment replacement.

Sincerely,

James Roskelly
James Roskelly
Executive Vice President
Strategic Development

JR/jm

Attachments

EXHIBIT 1

Information for Exemption for Replacement Equipment

EQUIPMENT COMPARISON	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Single-plane cardiovascular system for cardiovascular diagnostic and interventional procedures	Single-plane cardiovascular system for cardiovascular diagnostic and interventional procedures
Manufacturer of Equipment	Philips	Philips
Model Number	Integris M/205	Allura Xper FD10
Serial Number	P25-1244	TBD
Provider's Method of Identifying Equipment	Serial Number – P-25-1244	Serial Number- TBD
Specify if Mobile or Fixed	Fixed	Fixed
Date of Acquisition of Each Component	1997	2012
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	Was new when acquired	Will be new
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	Approximately \$800,000	\$1,234,688
Total Cost of Equipment	Approximately \$760,000	\$964,038
Fair Market Value of Equipment	\$0	\$964,038
Net Purchase Price of Equipment		\$964,038
Locations Where Operated	The Moses H. Cone Memorial Hospital, Cardiac Cath Lab #5	The Moses H. Cone Memorial Hospital, Cardiac Cath Lab #5
Number Days In Use/To be Used in N.C. Per Year	250	250
Percent of Change in Patient Charges (by Procedure)	None	None
Percent of Change in Per Procedure Operating Expenses (by Procedure)	None	None
Type of Procedures Currently Performed on Existing Equipment	Diagnostic and interventional cardiac catheterizations and device implants	
Type of Procedures New Equipment is Capable of Performing		Diagnostic and interventional cardiac catheterizations and device implants

EXHIBIT 2

PHILIPS HEALTHCARE
A division of Philips Electronics North America Corporation
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003

PHILIPS

Quotation #: 1-VDW381	Rev: 7	Effective From: 06-Jun-12	To: 06-Jun-12
Presented To: MOSES H CONE MEDICAL CENTER 1200 N ELM ST GREENSBORO, NC 27401 Tel: Alternate Address:	Presented By: Bethann Griffith-Subik <i>Account Manager</i> Steve Weiss <i>Regional Manager</i>	Tel: (919) 677-9046 Fax: (919) 677-9047 Tel: (678) 924-6087 Fax: (678) 924-6003	
Date Printed: 06-Jun-12			
Submit Orders To: 22100 BOTHELL EVERETT HWY BOTHELL WA 98021 Tel: (888) 564-8643 Fax:(425) 458-0390			

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Quote Solution Summary

<u>Line #</u>	<u>Product</u>	<u>Qty</u>	<u>Price</u>
	100213 Allura Xper FD10	1	\$964,038.00
Equipment Total:			\$964,038.00

Solution Summary Detail

<u>Product</u>	<u>Qty</u>	<u>Each</u>	<u>Monthly</u>	<u>Price</u>
100213 Allura Xper FD10	1	\$964,038.00		\$964,038.00

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC **Contract #:** EP 135

Add'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 80% Upon Delivery, 20% Due When the Product is Available for First Patient Use, Net due 30 days from receipt of invoice

100213 Allura Xper FD10

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty	Each	Price
1	**NNAE372	Allura Xper FD10 Floor R7.6	1	\$669,166.94	\$669,166.94

The Allura Xper FD10 (Floor) single-plane cardiovascular system is comprised of a floor mounted G-arm stand and digital imaging X-ray system for cardiovascular diagnostic and interventional procedures.

The Allura Xper FD10 system uses an integrated single-host concept. The system comprised of five functional building blocks: Geometry, X-ray Generation, Image Detection, Viewing, and User Interface. Each functional building block is explained in further detail including accessories.

GEOMETRY

The Allura Xper FD10 Stand

The floor-mounted geometry segment is comprised of the following features:

- A motorized dedicated cardiovascular floor-mounted Poly-Diagnost G-stand with a rotatable base that allows for a clear area around the patient table. The stand is capable of manual or motorized movement.
- All stand movements are motorized. The manual and motorized parking movement consists of floor-mounted rotation. The counterbalanced Dynamic Flat Detector can be positioned manually and motorized. Angulation and rotation of the Poly-Diagnost G-arm are motorized at high speeds.
- The Poly-Diagnost G-stand can be parked either manually or motorized. The G-stand has electronic auto stop positions. The motorized parking feature provides motorized base rotation at 12 degrees per second from +105 to -105 degrees.
- The projection angles for the Poly-Diagnost G-arm are:
 - Rotation 120 degrees LAO to 120 degrees RAO
 - Angulation 45 degrees cranial to 45 degrees caudal
- Motorized stand movements are variable speed with a configurable maximum speed, allowing:
 - Rotation speed up to 25 degrees per second
 - Angulation speed up to 18 degrees per second
- The depth of the Poly-Diagnost G-arm is 105 cm.
- The stand features BodyGuard capacitive sensing collision avoidance for patient protection.
- The variable source image distance range between the x-ray tube foci and the Dynamic Flat Detector input screen is 86.5 to 123 cm.

Patient Support

Xper Table

Patient support provided with a flat carbon fiber tabletop

- Table top length of 319 cm and a width of 50 cm
- Floating table-top movement of 120 cm longitudinal and 36 cm transverse
- Motorized height adjustment from 79 to 107 cm

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> • Maximum patient weight 250 kg with 25 kg of accessories plus 500 N for CPR in any longitudinal position of the table top • Patient Support Accessories • Three rail accessory clamps • Mattress pad • Translucent catheterization armrest • IV Pole • Set of Cable Holders • Set of Arm Supports (FCV0248) • Arm Support (FCV0258) • Patient straps • Table-mounted radiation shield • Antifatigue Mat with Philips logo 			

X-RAY GENERATION

The Allura Xper FD10 comprises an integrated dedicated X-ray system, micro-processor controlled 100kW generator, based on high frequency converter technology. The user interface control of this X-ray Generator is incorporated into the Xper module, Xper Desktop Console and the Xper on-screen displays.

The Velara CFD generator comprises:

- Voltage range is 40 - 125 kV
- Maximum current 1250 mA at 80 kV
- Maximum continuous power for fluoroscopy: 2 kW for 8 hours, 2.4 kW for 0.5 hour
- Program selection
- Acquisition frame rates 3.75, 7.5, 15, 30 frames per second
- Pulsed fluoroscopy frame rates 3.75, 7.5, 15, 30 frames per second
- Minimum exposure time of 1 ms
- Automatic kV and mA control for optimal image quality prior to run to safe dose
- An X-ray collimator with single semi-transparent wedged filter with manual and automatic positioning
- SpectraBeam filtering of low energy radiation to optimize image quality and dose efficiency with the MRC-GS 0508 X-ray tube
- Xper Beam Shaping, which means that both shutters and wedges can be positioned on the Last Image Hold without the need for X-ray radiation

Fluoroscopy

- Three programmable fluoroscopy modes can be selected from the Xper Imaging T.S.O. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, and adaptive harmonization).
- Xper Fluoro Storage, grab function allows storage and archiving of a single fluoro frame or the last 20 seconds of fluoroscopy. These images or runs can be archived as a regular run.

IMAGE DETECTION

The Allura Xper FD10 comprises the following image detection chain:

- A 25 cm (10 in.) diagonal triple-mode Dynamic Flat Detector. It comprises a 6"/8"/10" triple mode Dynamic Flat Detector

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

- The outer detector box diameter is 37 cm diagonal square
- The digital output of the Flat detector is a 1024 x 1024 matrix at 14 bit depth and the detector pixel pitch is 184 micron by 184 micron
- The DQE(0) is 75% providing high conversion of X-ray into a digital image, while maintaining a high MTF.

VIEWING

The Allura Xper FD10 comprises the following components in order to display the clinical images in the control and examination rooms:

Displays

Examination Room

Two 18-inch monochrome LCD monitors

- 18-inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10-bit gray-scale resolution with gray-scale correction

These monitors are not delivered when FlexVision XL, EP Cockpit or EP Cockpit XL is selected.

The monitor ceiling suspension in the exam room can be configured to accommodate 2, 3, 4, 6 or 8 18-inch LCD monitors and includes motorized height adjustment. The height adjust feature is dependent on the room ceiling height. When FlexVision XL, EP Cockpit or EP Cockpit XL is selected the monitor ceiling suspension is configured for one of those options.

- The first reference channel is for the display of reference images or runs, controlled by infra-red remote-control Xper Viewpad.
- The On-Screen Display provides status information on stand rotation, angulation, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and skin dose.

Control Room

One 19-inch color LCD monitor

- 19-inch color TFT-LCD display

One 18-inch monochrome LCD monitor

- 18-inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10-bit gray-scale resolution with gray-scale correction

These control room monitors are not delivered when EP Cockpit or EP Cockpit XL is selected.

Acquisition

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

The acquisition segment coordinates the parameters for automatic exposure control. The program is selected via the Xper module or Xper Desktop Console.

This Allura offers a storage capacity of:

- 100,000 images at matrix size of 1024 x 1024, 10-bit
- Maximum number of examinations is 999, with no limit to the maximum number of images per examination

Xres Image Processing and SPIRIT

- Xres is a multi-resolution spatial temporal noise reduction and edge enhancement filter. It exploits the full benefits of the digital detector to enhance sharpness and contrast and to reduce noise in the clinical images. The settings for both Xres and SPIRIT can be customized with regard to the image quality.
- SPIRIT harmonizes the background of clinical image to provide excellent visualization of coronary arteries projected in complex projections, such as arteries projected over the diaphragm or spine.

USER INTERFACE

Xper is comprised of three elements: 1) Xper Settings, to customize the system to each user's preferred settings; 2) Xper User Interface; and 3) Xper Integration, making advanced integration functionality available, such as DICOM Query / Retrieve, background archiving, and Xper Fluoro Storage.

The Xper User Interface comprises a range of User Interface modules in the Examination Room, including On-Screen Display.

On-Screen Display

- X-ray indicator and X-ray tube temperature condition
- Gantry position in rotation and angulation and Source Image Distance
- Detector field size display
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose and Dose Area Product
- Stopwatch
- Skin Dose: dose rate with X-ray, cumulated dose with no X-ray
- Dose Area Product: dose rate with X-ray, cumulated dose with no X-ray
- Graphical bars for indication of Body Zone specific dose rate and accumulated skin dose levels, related to the 2 Gy level

Remote Intercom (NCVA082)

A separate intercom is provided, which is connected independently from the system that allows separate placement of the intercom at the preferred working position in the control room and examination room.

Xper ViewPads

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

The Xper ViewPad contains the preprogrammed function settings. The system is provided with two Xper ViewPads. The following functions are provided:

- Run and image selection
- File and run cycle
- File overview
- Store to Reference image file
- Copy image to photo file
- Digital (fixed) zoom and panning
- Recall reference images, which means switching control of Xper ViewPad function from live to reference monitor
- Laser pointer, intended to point at regions of interest on the imaging monitors
- LED indication of laser pointer on/off and battery low

Tableside Modules

One Xper Module is provided for use at either the tableside or in the control room. This module has a touch screen, which can be operated when covered with sterile covers. The Xper Module contains the following functionality:

- Acquisition settings
- Selection of Xper Setting allows the user to set frame rates and x-ray generation settings applicable for the type of the preferred intervention
- Automatic positioning recall to allow the stand position to match the reference image
- Image Processing

The Xper Geometry T.S.O. module can be positioned on all sides of the patient table, while keeping the button operation intuitive. The Xper Geometry T.S.O. provides the following functionality:

- Tabletop float and table height position
- Source Image Distance selection
- Gantry positioning
- Gantry rotation in an axis perpendicular to the floor
- Store and recall of two scratch gantry positions including SID
- Emergency stop button

The Xper Imaging T.S.O. module can also be positioned at three sides of the patient table, while keeping the button operation intuitive. The Xper Imaging T.S.O. provides the following functionality:

- Fluoroscopy Flavor selection defined per Xper Setting
- Shutters and Wedge positioning
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Shutters positioning
- Reset of the fluoroscopy buzzer

Pan Handle (NCVA081)

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

The Pan Handle is an extension of the control facility for floating movements of the table
Control Room

The control room comprises an Xper Review Module, Xper Viewing Console, a keyboard, and a mouse. The Xper Review Module offers the basic functions for review. The Xper Review Module contains the following functionality:

- Power on/off
- Tagarno wheel to control the review of a patient file
- File and run cycle
- Contrast, Brightness, and Edge enhancement settings
- File, Run, Image stepping and run and file overview
- Delete run
- Image invert and digital zoom
- Reset fluoroscopy timer and enable/disable X-ray

System information displayed on the bottom of the data monitor:

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP), Skin Dose, and accumulative dose
- Frame speed settings, fluoroscopy mode, and accumulated fluoroscopy time
- Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and pulse time (ms)
- Geometry information as rotation, angulation, and SID

The workflow is divided in scheduling, preparation, acquisition, review, and archive.

Scheduling

The patients can be added, listed and selected per date, physician, or intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function.

Patient management protocols are flexible and allow for multiple studies to be selected under one patient identification number. This means that new studies can be appended to an earlier patient file. Each study can contain multiple examinations to allow for split administrative purposes. Each examination contains multiple files, i.e. acquisition file, reference file, and QA results file.

Preparation

The preparation page provides the information of the room and patient preparation of each individual physician. The preparation page is customizable per Xper Setting and allows each physician to provide his or her own room protocols.

Acquisition

The acquisition page contains information on the current selected patient.

Review

The review page allows for reviewing of patient's:

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

- Previous examination cases
- Review of other DICOM XA or DICOM SC studies

Archive

Continuous Autopush

Continuous Autopush is an archive accelerator, which ensures that background archiving continues with minimal disruptions.

Clinical studies can be archived to a CD or a PACS. The archive process can be completely automated and customized with Xper Settings. Parameters like multiple destinations and archive formats are programmable based on user requirements.

The Xper DICOM Image Interface enables the export of clinical images to PACS. The export formats are based on DICOM 3.0 protocols. The system exports clinical studies in Cardiac DICOM XA Multi-Frame or DICOM Secondary Capture formats.

- The export format is configurable in 512x512 or 1024x1024.
- The examination can be sent to multiple destinations for archiving and reviewing purposes.
- The Xper DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services.
- The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study, while keeping the patient identification the same.

Clinical Education Program for Allura Systems

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation.

In the event that an EP Navigator workstation has also been ordered, the offsite training course will be tailored to focus on the electrophysiology functionality of the FD system and the EPN workstation.

In the event that your main FD system will be dedicated to Cardiac applications your offsite training course will be tailored to focus on the Cardiac functionality.

This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses.

Handover OnSite Education: Philips Education Specialists will provide twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. **It is highly recommended for systems that are fully loaded or for customers with a large number of staff members to also purchase 989801292099 (CV Add OnSite Clin Educ 24h).** Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref# 106107-110915

2	**NCVA013	MRC-GS 05/08 X-Ray Tube	1	\$62,262.99	\$62,262.99
---	-----------	-------------------------	---	-------------	-------------

Featuring:

- SpectraBeam pre-filter
- SyncraPulse Pulsed Progressive Fluoroscopy
- 2.4 MHU anode heat storage capacity
- 900 kHU/min heat dissipation

Comprising:

- Maximus ROTALIX Ceramic tube (MRC-GS 05/08 with Grid Switch for pulsed fluoroscopy)
- Tube Housing (ROT1001)
- Cooling Unit (CU3000)
- MRC Rotor Control
- High Voltage Cables

3	**FCV0587	Xper Live/Ref Slaving	2	\$2,212.74	\$4,425.48
---	-----------	-----------------------	---	------------	------------

Xper Live/Ref Slaving

The Xper Live/Ref Slaving will enable the option to slave the Live or Ref video source from the Allura Xper. The total amount of Xper Live/Ref Slaving that can be selected is max 4.

Xper Live/Ref Slaving is possible:

- In Control Room icw FCV0011(B/W monitor in Control Room)
- In Philips MCS (additional monitor excluded from this option)
- icw FCV0519 1 or 2 MCS from Skytron/Steris

4	**NCVA089	RIS / CIS DICOM interface	1	\$4,678.97	\$4,678.97
---	-----------	---------------------------	---	------------	------------

This package allows communication of the Allura Xper system with a local information system (CIS or RIS). The interface uses the DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) standards.

If a hospital has an Allura Xper system and an information system it can receive patient and examination request information from the information system and report examination results in order to:

- Eliminate the need for retyping patient information on the Allura Xper
- Prevent errors in typing patient names and registration numbers (ensuring consistency with IS information to prevent problems in archive clusters ortosearch fora name in case of later retrieval)
- Inform the IS about the acquired images and radiation dose

Upon request from the Allura Xper system the complete worklist with all relevant patient and examination data is returned from the IS to the Allura Xper system. For each patient the following information will be shown on the Allura Xper after it has been retrieved from the IS:

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

- Accession number
- Scheduled procedure step start time
- Scheduled performing physician's name

It is possible at all times to enter patient demographics information manually within the Allura Xper system in case of an emergency or in case the local Information System connection is down.

On request of the clinical user the Allura Xper will report the following information about the selected patient to the IS:

Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

- Accession number
- Performed procedure step status start/end date and time
- Performing physician's name
- Referenced image sequence

Radiation dose:

- Total time of fluoroscopy
- Accumulated fluoroscopy dose
- Accumulated exposure dose
- Total dose
- Total number of exposures
- Total number of frames

Further detailed information can be found in the Allura Xper DICOM Conformance Statement.

The interface requires an EasyLink (hardware and software) if the IS is not compliant with DICOM Work List Management and Modality Performed Procedure Step.

5	**NCVA092	Lab Reporting	1	\$1,378.34	\$1,378.34
---	-----------	---------------	---	------------	------------

Lab Reporting allows the user to generate and print simple reports in modality stand-alone situations. The user is able to incorporate free text and clinical images. The reporting functionality is suited for local printing and email. Part of the report is generated automatically from administrative data (e.g. patient/exam data hospital name) and required data (e.g. run-log dose information and event-log).

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

6	**NCVA080	Automatic Position Control (APC)	1	\$9,173.10	\$9,173.10
---	-----------	---	---	------------	------------

The Automatic Position Controller (APC) for Integris Allura Flat Detector systems provides two modes of operation:

- Preset Position Sequence; the sequence of projections is determined per Xper Settings. Each set contains a maximum of 10 positions. Positions can be recalled in sequence or directly. The projection sequence comprises rotation, angulation, and SID settings, related to the selected reference image.
- Reference driven positioning. The projections on the reference monitors can be recalled with the push of a button. The reference driven positioning recollects the rotation, angulation, and SID.

7	**NCVA086	Rotational Scan	1	\$16,070.08	\$16,070.08
---	-----------	------------------------	---	-------------	-------------

Rotational Scan provides real-time 3D impressions of complex vasculature and the coronary artery tree. It acquires multiple projections with just one contrast injection.

Rotational Scan can be used during screening procedures to quickly determine the optimal projection for the study as the angle (rotation/angulation) of the projection is indicated on each image.

Compared with traditional angiography Rotational Scan can save considerable time dose and contrast while providing image detail required for diagnostic and therapeutic decisions.

Rotational Scan is possible with the Allura Xper systems in the side position (ceiling mounted systems) and in the head position which provides the flexibility to perform procedures virtually from head to toe.

With Allura Xper FD20

C-arm in side position:

- Max. rotation speed: 30°
- Max. rotation angle: 180°

C-arm in head position:

- Max. rotation Speed: 55°
- Max. rotation Angle: 305°

With Allura Xper FD10:

Poly G in side position (ceiling version):

- Max. rotation Speed: 30°
- Max. rotation Angle: 90°

Poly G in head position:

- Max. rotation Speed: 55°
- Max. rotation Angle: 240°

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

Maximum speeds are given by the framespeed specifications of the system configuration.

The speed and range of rotation are the highest available (see table). The very high speed allows using less contrast whereas the very wide rotation range provides a complete evaluation of the anatomy.

The stand is designed for very high mechanical stability. It offers precise positioning and high reproducibility assuring you of high quality images and excellent studies.

Operation of Rotational Scan is extremely easy. The procedure is selected set up and executed virtually within a matter of seconds supporting the highest patient throughput. A set of dedicated acquisition programs is available on the Xper Module and can be selected at the touch of a button. The rotation end and start positions are easily selected. The procedure is controlled from the exposure hand

- or foot-switch.

8	**NCVA801	Table APC	1	\$10,720.43	\$10,720.43
---	-----------	-----------	---	-------------	-------------

The Automatic Position Controller (APC) for the table provides two modes of operation:

- Auto positioning. The tabletop position and table height will be adjusted automatically to the pre-defined default point of interest. This to save time and x-ray dose at the start of an exam or for setting up the system for rotation scans.
- Store/recall of a position of the table top. This includes the height-, longitudinal- and lateral position of the table top.

9	**NCVB209	Xper Swing	1	\$8,755.90	\$8,755.90
---	-----------	------------	---	------------	------------

XperSwing allows dual-axis rotational coronary angiography to gather more information in less time and with less X-ray and contrast dose. XperSwing acquires simultaneous RAO/LAO cranial-caudal views in just one acquisition run by moving the C-arm in a curved trajectory instead of multiple acquisitions. XperSwing can be used during screening procedures to quickly determine the optimal projection for the study as the angle (rotation/angulation) of the projection is indicated on each image, providing image detail required for diagnostic and therapeutic decisions and to obtain a real-time 3D impression of the coronary artery tree.

In total seven pre-programmed trajectories are available:

- Three for Left coronary imaging
- Two for Right Coronary imaging,
- Two generic trajectories.

The choice depends on size and weight of the patient. These trajectories are designed to fully cover all conventional projections for a diagnostic coronary angiography. Rotation and angulation movements are combined in one complete scan trajectory, using the maximum rotation and angulation speed of the Allura Xper system. (55 resp 30 degr/sec). XperSwing is possible in the side position (ceiling mounted systems) and in the head position

XperSwing functionality includes, but is not limited to

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

- 15 frames per seconds acquisition to allows using of less contrast.
- Wide rotation range provides a complete evaluation of the anatomy.
- Precise positioning and high reproducibility, assuring you of high quality images and excellent subtraction studies.
- Set up and executed in a matter of seconds.
- Set of dedicated acquisition programs with the trajectories available on the Xper Module
- The rotation end- and start-positions can be selected.
- Acquisition procedure is controlled from the exposure hand or footswitch.

10	**NCVA784	Ventricular Quant.Sw pkg(Xper)	1	\$10,018.06	\$10,018.06
-----------	------------------	---------------------------------------	----------	--------------------	--------------------

Left Ventricular Quantification Software Package. Software package for the analysis of single plane Left ventricular angiograms. Calculates the Ejection fraction and local wall motion parameters in different formats.

Functions:

- Various LV-volumes
- Ejection Fraction
- Cardiac Output
- Centerline Wall Motion
- Slager Wall Motion
- Regional Wall Motion
- Calibration routines

In addition the package allows manual measurements of line lengths (absolute and ratio's) and angulations. Multiple measurements in one image are possible.

Comprising:

- software license

Compatible with:

- . Allura Xper FD 10 Rel 3 and FD10/10 Rel 2 onwards
- . Allura Xper FD20 Rel 2, FD20/10 Rel 2 onwards

11	**NCVA785	Coronary Quant.Sw pkg(Xper)	1	\$4,826.83	\$4,826.83
-----------	------------------	------------------------------------	----------	-------------------	-------------------

Functions:

- diameter measurement along the selected segment
- cross sectional area
- %-stenosis
- pressure gradient values
- stenotic flow reserve
- calibration routines

In addition the package allows manual measurements of line lengths (absolute and ratio's) and angulations. Multiple measurements in one image are possible.

Comprising:

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

- software license

Compatible with:

- . Allura Xper FD 10 Rel 3 and FD10/10 Rel 2 onwards
- . Allura Xper FD20 Rel 2, FD20/10 Rel 2 onwards

12	**NCVA778	2nd Xper Module pr	1	\$10,720.43	\$10,720.43
----	-----------	---------------------------	----------	--------------------	--------------------

The second Xper Module is equal to the standard Xper Module and provides touch screen control of displayed functionality.

The following functions can be made available providing the relevant commercial options have been selected:

- Acquisition settings
- Image processing controls
- Automatic position control (optional)
- Channel selection for MultiVision
- Quantitative Analysis controls (optional)
- Xcelera and ViewForum viewing (optional)
- Interventional tool controls (optional)
- Allura 3D-RA, Dynamic 3D Roadmap
- StentBoost, Allura 3D-CA
- XperCT, XperGuide
- XIM physiomonitring controls (optional)

Comprising:

- Xper Module with Cabling
- Mounting materials
- Software

Connectivity:

A maximum of 3 Xper modules can be connected to the Allura Xper system:

- one Xper module can on the XperTable
- one Xper module in the control room
- one Xper module on the Xper Pedestal

Compatible with:

- Allura Xper FD20 Rel.3
- Allura Xper FD20/10 Rel.2
- Allura Xper FD20/20 Rel.1

Power requirements: refer to system configuration.

13	**NCVA097	Cath Arm Support	1	\$1,061.48	\$1,061.48
----	-----------	-------------------------	----------	-------------------	-------------------

For brachial catheterisation and digital imaging technique
The support is made of X-ray transparent material with exception of the fixingclamp and pivots.

14	**NCVA783	Pivot for table base.	1	\$5,360.22	\$5,360.22
----	-----------	------------------------------	----------	-------------------	-------------------

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
		For angiographic- and interventional procedures of the upper peripherals. Provides improved table access for patient transfer. Allows pivoting of the table base around its vertical axes. Pivot range from -90 degrees to + 180 degrees (or -180 to +90 degrees) with locked positions on 0, -13/+13 (facilitating arm-angiography) and -90/+90 and 180 degrees.			
		Comprising:			
		<ul style="list-style-type: none"> • pivot device with graduated scale to be mounted on the universal floor plate of the table. 			
		Compatible with Xper Table			
15	**FCV0510	Long mattress cardio	1	\$660.13	\$660.13
		Patient mattress, thickness 70 mm, length 3165 mm, width 500 mm			
16	**FCV0017	CABLE CARRIER CS	1	\$306.30	\$306.30
		Additional carrier for suspension of cable hose from X-ray tube assembly or TV monitor.			
17	**NCVB630	FlexVision XL,Snapshot	1	\$131,481.06	\$131,481.06
		FlexVision XL is an integrated viewing solution designed to improve workflow efficiency in a variety of interventional settings.			

The FlexVision XL provides the ability to:

- Display information from up to 8 sources simultaneously (incl. third party systems) on the Philips 56-inch color LCD in the Exam Room.
- Resize and/or enlarge information at any stage during the case.
- Select and customize viewing lay-outs of the Philips 56-inch color LCD via the Xper table-side module
- Overview connected equipment (incl. third party systems) from a single location.

The FlexVision XL consists of:

- **OmniSwitch**
OmniSwitch allows the user to direct and switch the video output of all connected medical equipment to specific sub windows of the Philips 56-inch color LCD in the Exam Room

OmniSwitch is a 16 channel video-switch operated from the Xper tableside module. 16 channels are available for a mix of up to 7 internal and up to 9 external inputs. OmniSwitch supports a wide variety of display formats (up to 1600x1200).

External inputs are connected to OmniSwitch via Wall Connection boxe(s).
- **Medical grade, high resolution color LCD in the Exam Room**
This display supports the image quality requirements for monochrome X-ray images as well as color images and replaces all displays normally delivered with an Xper system for the Exam Room.
Main characteristics are:
 - 56 inch, 8 Megapixel color LCD
 - Native resolution: 3840x2160,
 - Brightness:
 - Max: 450 Cd/m2 (typical)
 - stabilized: 350 Cd/m2

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> • Contrast ratio: 1200:1 (typical) • Wide viewing angle (approx. 176 degrees) • Constant brightness stabilization control • Lookup tables for gray-scale, color and DICOM transfer function • Full protective screen • Ingress Protection: IP-21 • Large color LCD control (Xper Module) <ul style="list-style-type: none"> • Resize and/or enlarge information at any stage during the case via the Xper tableside module in the Exam or Control Room • Select viewing lay-outs via the Xper table-side module in the Exam Room • Create new layouts by matching inputs to desired locations on preset templates. • Snapshot <p>The snapshot function allows the user to store/save a screen-capture of any image on the 56" display as a DICOM Secondary Capture image to a connected PACS.</p> <p>The snapshot-all function allows the user to store/save a screen-capture for each displayed image in the Exam Room Room as separate DICOM Secondary Capture images</p> • Monitor Ceiling Suspension <p>Monitor ceiling suspension for use in the Exam Room carries the 56 inch color LCD, providing highly flexible viewing capabilities. The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on either side of the table.</p> • Wall Connection Boxes <p>Up to 9 Wall Connection Boxes can be connected to FlexVision XL.</p> <p>Through Wall Connection Boxes, 3rd party equipment can be connected to the FlexVision Omniswitch.</p> <p>The Wall Connection Boxes have Power (230V, 50Hz, max. 500 Watt), Grounding, Video (DVI), Network (RJ45) and Keyboard/mouse (USB) connections.</p> <p>The Wall Connection Boxes can be located in the Technical Room, Control Room and/or Exam Room.</p> <p>In case of an Equipment Rack: 1 x Wall Connection Box is permanently placed on the Equipment Rack.</p> <p>The Wall Connection Boxes for FlexVision XL can be used to connect 3rd party equipment that complies with the following requirements:</p> <ul style="list-style-type: none"> - Qualified medical electrical equipment [IEC 60601-1] - IEC 950 only if connected to an FlexVision Wall Connection Box mains (230V) connection in the Control Room or otherwise isolated from hospital mains according IEC60601-1. - Connected to the same earth as the Philips Protective Conductor Bar (PPCB). - Can be operated with a standard AT 101-key US English keyboard connected through a PS/2 connection. - Provide video-output that matches the display range of the Color monitor that is used for display. Most display formats up to 1600x1200 are supported • Option: NCVB294 set of 2 additional 21 inch LCDs <p>For FlexVision XL and EP Cockpit XL a set of 2 additional 21 inch LCDs is available as an option.</p> <p>These 2 additional LCD's can be used to display additional video sources or used as display back up for Hemo and Xray Live images. These LCD's have a fixed content.</p> • Option: NCVB591 = 2nd REF for FlexVision XL is optional on FlexVision XL. Second Ref images will be displayed on the large screen monitor 			
18	**NCVB294	Set of 2 additional 21in. LCDs	1	\$11,956.18	\$11,956.18

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
--------	--------	-------------	-----	------	-------

Two 21inch additional displays are located on top of the monitor ceiling suspension frame which carry the 56 inch large screen color LCD display.

These 2 additional LCD's can be used to display additional video sources or used as display back up for Hemo and Xray Live images. These LCD's have a fixed content.

Main characteristics of back-up displays are:

- 21.3 inch, 2 Megapixel color LCD display
- Max. resolution: 1600x1200
- Brightness: 450 Cd/m2
- Contrast ratio : 550:1
- Wide viewing angle (approx. 170 degrees)
- Constant brightness stabilization control
- Independently selectable brightness settings for monochrome and color images
- Independently selectable lookup table for gray-scale, color and DICOM transfer function

FCV0587, "XPer Live/Ref Slaving" required when displaying X-Ray Live as back-up.

19	**NCVB591	2ND REF for FlexVision XL	1	\$5,846.07	\$5,846.07
----	-----------	----------------------------------	----------	-------------------	-------------------

2nd REF for FlexVision XL is optional on FlexVision XL. Second Ref images will be displayed on the large screen monitor.

20	**989801292098	CV Add OnSite Clin Educ 16h	1	\$3,522.43	\$3,522.43
----	----------------	------------------------------------	----------	-------------------	-------------------

Clinical Education Specialists will provide sixteen (16) hours of CV OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from the earlier of equipment delivery date or purchase date.

21	**989801292102	CV Full Travel Pkg OffSite	2	\$1,341.37	\$2,682.75
----	----------------	-----------------------------------	----------	-------------------	-------------------

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process. Note: Cancellation/rescheduling policy strictly enforced.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

22	**980306640009	Blue Anti-Fatigue Floor Mat w/ Logo	2	\$205.96	\$411.92
----	----------------	--	----------	-----------------	-----------------

Blue Anti-Fatigue Floor Mat w/ Logo

23	**980406041009	Rad Shield w/ Arm (Contoured) 61X76	1	\$2,930.96	\$2,930.96
----	----------------	--	----------	-------------------	-------------------

Contoured Rad Shield with Arm rest. 61X76

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
24	**980406190009	PIVOTING TABLE-MOUNTED RADIATION SHIELD	1	\$2,904.55	\$2,904.55

Table-mounted radiation shield for additional protection of physician and staff against scatter radiation. The shield consists of two protective parts: a lower shield and an upper shield. The shield is specially designed for use with the AD5 patient table.

The table mounted radiation shield provides the following features:

- Mounting to either the right or left table accessory rails;
- Pivoting into the required working position;
- Pivoting into the parking underneath the tabletop facilitating patient preparation;
- The upper shield can be positioned upright providing optimal protection or can be folded down for free access to the patient.

The table mounted radiation shield includes:

- Lower shield measuring 70 cm high 80 cm wide 0.5 mm Pbequivalence;
- Upper shield measuring 40 cm high 50 cm wide 0.5 mm Pbequivalence;
- Mounting clamp;

Docking device for wall mounting.

25	**989801220063	Medrad integris cable Pedestal	1	\$871.37	\$871.37
----	----------------	---------------------------------------	---	----------	----------

26	**989801220076	Exam Lamp 220v Spring arm mounted examination light for cardiovascular applications	1	\$3,126.35	\$3,126.35
----	----------------	---	---	------------	------------

27	**989801220080	Portegra 2 360 Ceiling Column Portegra 2 360 Column w/ trolley and ceiling track	2	\$2,846.46	\$5,692.92
----	----------------	--	---	------------	------------

28	**NNAE390	FlexVision XL 9 Input Package The FlexVision XL9 input package provides nine isolated wall connection boxes and nine legacy converters.	1	\$13,545.77	\$13,545.77
----	-----------	---	---	-------------	-------------

Isolated Wall Connection Box

This Isolated Wall connection Box facilitates connection of the video source via standard DVI cable/connector and lossless transfer of the video signal over the approximate 30 m cable distance. It can be mounted in the exam room or in the control room, depending on the location of the video source.

The quantity of the VWCB's has to be calculated as follows:

For each video signal to FlexVision XL on Cardiac System: 9 VWCB

Note:

No VWCB is required in case a video signal is connected directly to a dedicated LCD from the following sources:

- 1) Xper Live/ref Slaving
- 2) Interventional HW (XtraVision), ViewForum, Xcelera (only if workstations are powered by Allura Xper)
- 3) Xper IM

100213 Allura Xper FD10

Line #	Part #	Description	Qty	Each	Price
		Legacy Video Converter The Legacy Video Converter enables conversion from VGA towards DVI for supported input resolutions, as listed in the table below. Signal type Native resolution Image Aspect Ratio VGA 640x480 4:3 SVGA 800x600 4:3 XGA 1024x768 4:3 SXGA 1280x1024 5:4 SXGA+ 1400x1050 4:3 UXGA 1600x1200 4:3 WXGA 1280x800 16:10 (8:5) WSXGA 1440x900 16:10 (8:5) WSXGA+ 1680x1050 16:10 (8:5) WUXGA 1920x1200 16:10 (8:5) 2K 2048x1080 19:10 TV1080I/P 1920x1080 16:9 TV 480I 720x480 4:3 TV 480P 704x480 4:3			

29	SP059B	Universal Power Supply Philips Power Solutions 25 kVA UPS for FD10.	1	\$45,000.00	\$45,000.00
-----------	---------------	---	----------	--------------------	--------------------

30	SP003	Installation Labor Saturday delivery support, installation starts on a Monday.	1	\$4,480.00	\$4,480.00
-----------	--------------	--	----------	-------------------	-------------------

*****PROMOTIONS*****

Promotion Name	Description
Customer Loyalty Promotion Q1-Q2, 2012	This special Customer Loyalty promotion provides an additional discount to existing Interventional X-ray customers with selected Integris systems installed. In addition to the dollar discount this promotion provides, the Customer Loyalty Program can reduce room down time and room construction costs by installing the Allura Xper System within the existing room footprint. All orders for this promotion must be received on or before June 29, 2012.
Mono Closer Q1-Q2, 2012	All orders for this promotion must be received on or before June 29, 2012.

100213 Allura Xper FD10

LIST PRICE	\$1,951,750.00
DISCOUNT	\$987,712.00
NET PRICE	\$964,038.00

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC Contract #: EP 135

Add'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is: _____.

If you do not issue formal purchase orders indicate by initialing here _____.

Tax Status:

Taxable _____ Tax Exempt _____

If Exempt, please indicate the Exemption Certification Number: _____, and attach a copy of the certificate.

Delivery/Installation Address:

Invoice Address:

Contact Phone #:

Contact Phone #:

Purchaser approval as quoted:

Date:

Title:

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

Philips Standard Terms and Conditions of Sale

The products and services listed in the quotation are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below.

1. Price; Taxes. The purchase price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Unless Customer provides Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

2. Cancellation. Philips' cancellation policies are set forth in the applicable schedule attached to these Terms and Conditions of Sale.

3. Payment Terms.

3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt for each product in accordance with the payment terms set forth in the applicable schedule attached to these Terms and Conditions of Sale:

3.2 Orders are subject to Philips' on-going credit review and approval.

3.3 Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default or product cancellation under an order arising from the quotation, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

3.4 Credit Card. Philips, at its discretion, will accept a credit card for payment on orders with a net value of \$50,000 or less.

4. Trade - In. If Customer will be trading-in any equipment ("Trade-In"), then:

4.1 Customer represents and warrants that Customer has good and marketable title to such Trade-In;

4.2 Title to the Trade-In shall pass from Customer to Philips upon Philips making the new equipment available for first patient use. Removal of the Trade-In from Customer's site shall occur no later than the date Philips makes the new product available for first patient use, unless otherwise agreed in writing between Philips and the Customer; and

4.3 Notwithstanding anything to the contrary in any Business Associate Addendum ("BAA"), Customer represents and warrants that Customer has removed or de-identified all Protected Health Information ("PHI") from the Trade-In equipment as of the date the equipment is removed. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove or de-identify PHI from the Trade-In.

4.4 If (a) the condition of the Trade-In is not substantially the same when Philips removes the Trade-In (ordinary wear and tear excepted) as it was when Philips quoted the Trade-In value; or (b) Customer delays the removal of the Trade-In, then Philips may reduce the price quoted for such Trade-In or cancel the Trade-In and Customer will pay the adjustment amount within thirty (30) days of receipt of invoice.

4.5 If Philips does not receive possession of the Trade-In, Philips will charge Customer, and Customer will pay within thirty (30) days of receipt of invoice, the amount of the Trade-In allowance.

4.6 Evidence that Customer intends to trade in an asset as part of the purchase or lease of any product(s) shall be in the form of, but not limited to: (a) receiving a trade in quote and/or authorization from Philips on the value of the asset to be traded in; (b) providing Philips with serial numbers of assets to be traded in; and/or, (c) providing Philips with a de-installation date to remove an existing asset in order to install Philips quoted equipment.

5. Leases. If Customer desires to convert the purchase of any product to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety (90) days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of these Terms and Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

6. Security Interest. Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. Customer shall sign any financing statements or other documents necessary to perfect Philips' security interests in the products. Where permitted by applicable law, Customer's signature on the quotation or on a purchase order issued as a result of the quotation gives Philips the right to sign on Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product.

7. Shipment and Risk of Loss.

7.1 The applicable schedule attached to these Terms and Conditions of Sale shall apply for delivery.

7.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

8. Installation, Site Preparation, Remote Services.

8.1 **Installation.** Customer shall provide Philips full and free access to the installation site and suitable and safe space for the storage of the products before installation. Customer shall advise Philips of conditions at or near the site, including any hazardous materials, that could adversely affect the installation or pose a health or safety risk to Philips' personnel, and shall ensure that those conditions are corrected and hazardous materials removed, and that the site is fully prepared and available to Philips before installation work begins. Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. The products will be installed during normal working hours. Philips will unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. If local labor conditions, including but not limited to a requirement to utilize union labor, require the use of non-Philips employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.

8.2 Site Preparation. Except where Philips has agreed in writing to provide construction services for a fee pursuant to a construction agreement and scope of work signed by Customer, Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed including any required structural alterations. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. Site preparation shall be in compliance with all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED. CUSTOMER INDEMNIFIES PHILIPS AGAINST ANY CLAIMS, INCLUDING SUBROGATION CLAIMS, ARISING FROM CUSTOMER'S SITE PREPARATION RESPONSIBILITIES.

8.3 Remote Services Network ("RSN"). Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips RSN router (or a Customer-owned router acceptable to Philips at Customer's option) for connection to the equipment and to Customer's network; and (b) at all times during the warranty period provide Philips with full and free access to the router and a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the products through the Philips RSN and Customer's network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services). Customer's failure to provide such access at the scheduled time will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

9. Product Warranty.

9.1 (a) If a separate product warranty prints as part of this quotation, that product warranty applies to your purchase and is incorporated herein; otherwise Section 9.2-9.7 shall apply unless the product is identified under 9.1 (b). (b) For Patient Monitoring and Cardiac Resuscitation and InnerCool products, the product warranty document can be found at: www.healthcare.philips.com/main/terms_conditions/, or can be provided upon request.

9.2 Hardware/Systems. Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications in the documentation accompanying the products, for a period of 12 months beginning upon availability for first patient use.

9.3 Stand-alone Licensed Software. For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.

9.4 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first (31st) day following that date.

9.5 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request. Any refund will be paid to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e. 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

9.6 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product; and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Licensed Software without prior validation approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

9.7 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

10. Philips Proprietary Service Materials. Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products or to assist Philips and its authorized agents to maintain and to service the products under warranty or a separate support agreement with Customer. Customer agrees to restrict access to such software and documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request.

11. Patent Infringement Claims.

11.1 Philips shall indemnify, defend, and hold harmless Customer against any new claim that a Philips Product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer:

- (a) provides Philips prompt written notice of the claim;
- (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim; and
- (c) gives Philips sole control of the defense or settlement of the claim.

11.2 The provisions of this section shall not apply if the product is sold or transferred.

11.3 If (a) a Philips Product is found or believed by Philips to infringe such a claim; or, (b) Customer has been enjoined from using the Philips Product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option, (i) procure the right for Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product; if infringement would have been avoided by the use of a current unaltered release of the products; or use of the Philips Product after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement. Philips will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products manufactured by means of the products purchased under this quotation, or based upon the amount of use of the product regardless of whether such claim alleges the product or its use infringes or contributes to the infringement of such claim. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. Limitation of Liability. THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE.

THIS LIMITATION SHALL NOT APPLY TO:

- (a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;
- (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY DAMAGE;
- (c) OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PHI; and,
- (d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

13. DISCLAIMER. IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall that (a) is or becomes generally available to the public without violation of this Agreement or any other obligation of confidentiality or (b) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law.

15. Compliance with Laws & Privacy.

15.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

15.2 In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. "Personal Data" means information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e. date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder.

15.3 It is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act ("ARRA"). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.

16. Excluded Provider. Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer when it becomes aware that Philips or any of its employees or subcontractors, providing services hereunder, have become an Excluded Provider whereupon Customer may terminate this order by express written notice for product and services not yet shipped or rendered.

17. **General Terms.** The following additional terms shall be applicable to the purchase of a product:

17.1 **Force Majeure.** Each party shall be excused from performing its obligations (except for payment obligation) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

17.2 **Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.

17.3 **Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.

17.4 **Export.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.

17.5 **Governing Law.** All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

17.6 **Entire Agreement.** These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty document constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.

17.7 **Headings.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.

17.8 **Severability.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.

17.9 **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.

17.10 **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.

17.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.

17.12 **Additional Terms.** The Product specific schedules listed below are incorporated herein as they apply to the equipment listed on the quotation and their additional terms shall apply solely to Customer's purchase of the products specified therein.

If any terms set forth in a schedule conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the schedule shall govern:

(a) Schedule 1: Interventional X-Ray (iXR), Diagnostic X-Ray (DXR), Computed Tomography (CT), Magnetic Resonance (MR), Positron Emission Tomography (PET), Nuclear Medicine (NM), Radiation Oncology (PROS), Women's Healthcare (WHC), and Ultrasound Products (including Image Guided Intervention and Therapy (IGIT) products).

LICENSED SOFTWARE

1. License Grant.

1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the quotation. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.

1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under section 1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.

1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.

1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.

1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale,

or any payment obligation to Philips.

2. Modifications.

2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

2.2 The Licensed Software is licensed to Customer on the basis that (i) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (ii) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

Schedule 1
Interventional X-Ray (iXR), Diagnostic X-Ray (DXR), Computed Tomography (CT), Magnetic Resonance (MR), Positron Emission Tomography (PET), Nuclear Medicine (NM), Radiation Oncology (PROS), Women's Healthcare (WHC), and Ultrasound (US) products (including Image Guided Intervention and Therapy (IGIT) Products)

1. Payment Terms.

Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will pay such invoice on receipt, as follows:

- 1.1 For Interventional X-Ray (iXR), Diagnostic X-Ray (DXR), Computed Tomography (CT), Magnetic Resonance (MR), Positron Emission Tomography (PET), Nuclear Medicine (NM), Radiation Oncology (PROS), and Women's Healthcare (WHC):
 - (a) 10% of the purchase price shall be due with Customer's acceptance of the quotation.
 - (b) 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.
 - (c) 20% of the purchase price shall be due when the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.
- 1.2 For Ultrasound(US) products (including IGIT Products):
 - (a) 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
- 1.3 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

2. Cancellation. The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for products shipped.

3. Delivery.

- 3.1 Philips will use reasonable efforts to ship the product to the Customer by: (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or (c) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00 - 5:00 PM, in the time zone where the Customer is located. Philips may make partial shipments. Philips will pay shipping costs associated with product shipment.
- 3.2 Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer so long as the function, footprint, and performance of the product are not substantially altered.
- 3.3 If Customer requests a delay in the date major components of the product are available for delivery, then Philips will place the product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees incurred upon receipt of invoice.

4. Additional Customer Installation Obligations for Magnetic Resonance.

- 4.1 Customer shall provide any and all Site preparation and shall be in compliance with all RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use.
- 4.2 Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.
Required Details include:
 - (a) Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
 - (b) Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
 - (c) Picture showing the area where the Helium Exhaust Pipe will discharge.
- 4.3 Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.

5. Additional Terms Related to Sales of IGIT Products.

- 5.1 As part of installation, Philips will connect the IGIT product to such DICOM compatible scanners as Customer may designate (in writing), including CT and MR scanners and, if ultrasound navigation is included in the product, an iU22 ultrasound system.
- 5.2 If Customer requires that Philips connect the IGIT product to more than two (2) scanners or other devices, then Philips shall invoice Customer and Customer shall pay for installation services at Philips' then-current daily service rate. Additionally, Customer shall (a) make the scanner(s) the Customer has designated available to Philips' installation representative, (b) create and provide a data set of the installation phantom on or before the installation date, and (c) have its IT representative available to assist in connecting the IGIT product to Customer's DICOM devices during the agreed installation time. If such installation and connection is delayed due to Customer failing in its obligations described in this section, then Philips may invoice Customer and Customer shall pay either for (a) any time that Philips spends waiting at the site for such obligation to be fulfilled, at Philips' then-current service rate, or (b) reasonable travel expenses if Philips has to reschedule such installation.
- 5.3 Training on the IGIT Product is not included with the purchase of the IGIT product unless it is separately identified on the quotation.

6. Additional Terms Related to Sales of the Intellispace Breast Solution, including the MammoDiagnost VU.

- 6.1 Installation. Philips will install the Intellispace Breast Solution and perform installation tests on the application running with the hardware provided as part of the solution, including the MammoDiagnost VU. Philips also configures and provides interfaces to the equipment and information systems set forth in a statement of work signed by Philips and the Customer. Interfaces set forth in Subsection 6.2 below are Customer's responsibility and are not part of Parts installation deliverables.
- 6.2 Customer's Interface Obligations for Third Party RIS and MIS Applications. Customer is responsible to develop and implement interfaces from the Licensed Software running on the client workstation to any third party Radiology Information System ("RIS") or Mammography Information System ("MIS") or to contract with the RIS and/or MIS vendor to have them perform these interface obligations on Customer's behalf. Interfacing the solution from the solutions server is not permitted. Philips shall provide Customer an API toolkit for the Licensed Software to aide Customer to perform such interface tasks. The successful and reasonably timely completion of these projects takes good faith efforts on the part of both Philips and Customer, especially when Customer has third party interfaces to develop and implement. A project implementation plan is based on completion dates mutually agreed by the parties that should be

reflective of the obligations of both parties. These dates are entered into the project implementation plan for this solution (the "Project Implementation Plan"). In the event Customer has not fulfilled its interface obligations by the dates set forth in the Project Implementation Plan, Customer will sign Philips' acceptance (MDIR) document for the Philips deliverables sold and pay the final payment described in Subsection 1.1(c), provided that Philips has installed the Philips deliverables and provided the interfaces Philips is responsible for pursuant to Subsection 6.1, and that the Philips deliverables substantially meet Philips' published specifications.

6.3 Prior Validation of Operating System Updates and/or Upgrades. Patches introduced by operating system oem's or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and affect patient safety. Philips shall perform validation testing of certain Microsoft operating systems and MacAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. Customer shall not install or use (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files, i.e., virus definitions); or, (c) upgrades to anti-virus search engines, collectively (a)-(b) prior to validation testing and approval by Philips ("Unauthorized Updates"). Philips shall have no liability, including, without limitation, for warranty claims, arising from use of the Licensed Software with Unauthorized Updates. In the event Philips discovers that Customer is using an Unauthorized Update with the Licensed Software, Philips shall have the right to require Customer to roll back to the most recently validated versions of operating systems and anti-virus, prior to performing any support.

6.4 Customer's Network Connectivity Obligations. Customer must have network connectivity between the IntelliSpace Breast solution server, the client workstation, and the optional DynaCAD server of not less than 1GB/s, and all three systems must be on the same subnet. A connection of no less than 100 MB/s is required between the IntelliSpace Breast solution and the hospital network. However for optimal performance a 1GB/s network between the IntelliSpace Breast and the hospital network is recommended.

6.5 RSN Warranty Condition Requirement. As a condition to receiving warranty service on this solution, Customer agrees it shall use Philips Remote Service Network ("RSN") service to enable Philips to access the system to perform its support obligations.

PHILIPS PRODUCT WARRANTY

CARDIOVASCULAR (CV) SYSTEMS

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

TWELVE-MONTH SYSTEM WARRANTY

Philips warrants to Customer that the Philips Vascular and Cardiac Systems (the "System") as delivered to Customer will perform in substantial compliance with its performance specifications for a period of twelve (12) months upon first patient use. Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.

PLANNED MAINTENANCE

During the warranty period, Philips personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M. local time, excluding Philips observed holidays.

SYSTEM UPGRADES

Any commercially available upgrade to the System which is hereafter installed by Philips during the original term of the System warranty shall be subject to the warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of: a) upon termination of the initial twelve (12) month warranty period for the System on which the upgrade is installed or b) after ninety (90) days for parts only from the date of installation.

MRC X-RAY TUBES

Philips warrants to Customer, for the warranty periods further specified in this section, that the Philips X-Ray tube will be substantially free from defects in material and manufacturing workmanship, which impair performance under normal use as specified in Philips product descriptions and specifications.

The warranty period for MRC tubes provided with Customer's purchase of a new or refurbished X-ray system shall be the shorter of thirty-six (36) months after installation or thirty-eight (38) months after date of shipment from Philips. The warranty period for purchases of replacement tubes shall be the shorter of twelve (12) months after installation or fourteen (14) months after date of shipment from Philips.

MRC TUBE WARRANTY EXCLUSION

The above warranty shall not apply to X-ray tubes outside the United States and Canada. Philips' obligations under the product warranty do not apply to any product defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network.

MRC TUBE WARRANTY REMEDIES

If a tube is found to fail during the warranty period, and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips' tube warranty liability hereunder is limited to, at Philips' option, the repair or replacement of the tube. Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced.

IMAGE INTENSIFIER TUBES

Philips warrants the image intensifier tubes provided with the System, if any, will be free from defects in material and manufacturing workmanship for twenty-four (24) months. Claims must be made within twenty-four (24) months after installation or twenty-seven (27) months after date of shipment from Philips, whichever occurs first. If an image intensifier tube fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the tube, Philips will provide a prorated credit towards the purchase of a replacement tube from Philips as follows:

USAGE	CREDIT
0 to within 12 months	100%
12 to within 13 months	50%
13 to within 14 months	46%
14 to within 15 months	42%
15 to within 16 months	37%
16 to within 17 months	33%
17 to within 18 months	29%
18 to within 19 months	25%
19 to within 20 months	21%
20 to within 21 months	17%
21 to within 22 months	12%
22 to within 23 months	8%
23 to within 24 months	4%

Tubes received by Philips under this warranty that are found to meet all test specifications will be returned to the Customer and the warranty will continue as of the original date of installation. Examination of the returned tube may necessitate its destruction, but Philips' liability shall, in any case be limited to repair or replacement as aforesaid, only if in its sole opinion the tube has been properly used, installed and applied and has not been subjected to neglect, accident, or improper installation, or use. Transportation charges and risk of loss, both ways, of returned or replaced tubes shall be at the expense of the Customer.

DYNAMIC FLAT DETECTORS

Philips warrants the flat detectors provided with the System, if any, will be free from defects in material and manufacturing workmanship for twelve (12) months. Claims must be made within twelve (12) months after installation or fifteen (15) months after date of shipment from Philips, whichever occurs first. If a detector fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the detector, Philips will provide Customer a replacement detector at no additional charge.

SYSTEM SOFTWARE AND SOFTWARE UPDATES

The software provided with the System will be the latest version of the standard software available for that System as of the 90th day prior to the date the System is delivered to Customer. Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

All software is and shall remain the sole property of Philips or its software suppliers. Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product. No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System. Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents, and to authorized employees of Customer only.

WARRANTY LIMITATIONS

Philips' obligations under the System warranty are limited, at Philips' option, to the repair or the replacement of the System or a portion thereof, or to a credit or refund of a portion of the purchase price paid by Customer. Any refund or credit will be paid to Customer when the System is returned to Philips. Certain of the parts used in the manufacture or installation of, or in the replacement parts for, this System may contain refurbished components. If such components are used, they will be subject to the same quality control and inspection procedures as all other components in the System. Any System warranty is made on condition that Philips receives written notice of a System defect during the warranty period, and within thirty (30) days following the discovery of the defect by Customer. Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the System; or to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for any such third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a System warranty. Repairs or replacement parts do not extend the term of this warranty.

THE WARRANTIES SET FORTH IN THIS WARRANTY DOCUMENT WITH RESPECT TO THE SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM), GLASSWARE, AND DETECTORS ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, SOFTWARE, GLASSWARE, DETECTORS, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCESS TO SYSTEM

Philips shall have full, free and safe access to the System and Customer's operation, performance and maintenance records for the System, on each scheduled or requested warranty service visit. Philips shall also have access to and use of any machine, service, attachment, features or other equipment required to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if it does not provide such access to the System and Customer's records. Should Philips be denied access to the System and Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by Customer for "waiting time."

WARRANTY SERVICE

In the event it is not possible to accomplish warranty service within normal working hours (8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips observed holidays), or in the event Customer specifically requests that warranty service be performed outside of Philips normal working hours, Customer agrees to pay for such services at Philips standard service rates in effect. Maintenance Agreements are available for extended coverage.

TRANSFER OF SYSTEM

In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications. Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed. Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

CONDITIONS

This warranty is subject to the following conditions: the System (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the System, and (d) Customer is to notify Philips immediately in the event the System at any time fails to meet its printed performance specifications.

LIMITATIONS OF LIABILITY AND DISCLAIMERS

The liability, if any, of Philips AND ITS AFFILIATES for damages whether arising from breach of the terms in the quotation, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

FORCE MAJEURE

Philips and Customer shall each be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

Philips system specifications are subject to change without notice Document Number 4535 983 03234 999

Non Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

Name	Philips Healthcare, a division of Philips Electronics North America Corporation
Address	22100 Bothell-Everett Highway, Bothell, WA 98021 United States of America

B. Company

Name	MOSES H CONE MEDICAL CENTER
Address	1200 N ELM ST GREENSBORO, NC 27401

C. Confidential Information

Authorized Purpose	To evaluate Philips' confidential information relating to pricing for imaging equipment ("Pricing") in connection with the potential purchase of such imaging equipment.
Period	Begins on the date Pricing is first disclosed and continues for 5 years from date Pricing is last disclosed.

D. Philips Contact

Name	Bethann Griffith-Subik
Title	
Telephone	(919) 677-9046
Fax	(919) 677-9047
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

1. The following terms and conditions (the "Agreement") apply to Pricing disclosed by Philips and its Affiliates ("Philips") to Company and its Affiliates ("Company"), in connection with the Authorized Purpose.
 - (a) Subject to Philips' prior written consent, Company may disclose, or request that Philips disclose, Pricing to Company's Affiliates that need to know the Pricing for carrying out the Authorized Purpose, provided they are advised of and agree to be bound by this Agreement. Company is responsible for any breach of this Agreement by its Affiliates.
 - (b) An Affiliate is any corporation, company, or other entity, that: (i) is under the Control of a party hereto; or (ii) has Control of a party hereto; or (iii) is under common Control with a party hereto. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such are owned or controlled, directly or indirectly.
2. Philips may disclose Pricing to Company with respect to the Authorized Purpose in writing, orally, or otherwise. All information is assumed to be Pricing, and confidential, if the confidential or proprietary nature is reasonable under the circumstances.
3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.

ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.
4. Company shall:
 - (a) not use the Pricing for any purpose other than the Authorized Purpose;
 - (b) not disclose the Pricing to any third party;
 - (c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and
 - (d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.

These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. Company shall return to Philips, or certify destruction of, all Pricing, immediately upon termination or expiration of this Agreement.
5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:
 - (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
 - (b) is known by Company prior to disclosure by Philips;
 - (c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or
 - (d) is developed by Company completely independently of any such disclosure by Philips.
6. If Company is required, pursuant to administrative or judicial action or subpoena, to disclose the Pricing, Company shall use its best efforts to maintain the confidentiality of the Pricing, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, Company shall notify Philips and give Philips the opportunity to seek any other legal remedies so as to maintain such Pricing in confidence, including a reasonable protective order.
7. Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.
8. Company shall not disclose, export or release the Pricing in contravention of any applicable laws or regulations.
9. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions.
10. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

Pricing NDA ver1 - 8/9/07

EXHIBIT 3

PROJECT CAPITAL COST

Moses Cone Hospital - Cath Lab 5 Equipment Replacement

A. Site Costs

(1)	Full purchase price of land			\$0.00	
	Acres	0	Price per Acre	\$0.00	
(2)	Closing costs			\$0.00	
(3)	Site Inspection and Survey			\$0.00	
(4)	Legal fees and subsoil investigation			\$0.00	
(5)	Site Preparation Costs [Include]				
	Soil Borings				
	Clearing and Grading				
	Roads and Parking				
	Sidewalks				
	Water and Sewer				
	Excavation and Backfill				
	Termite Treatment				
	Sub-Total Site Preparation Costs			\$0.00	
(6)	Other (Specify)			\$0.00	
(7)	Sub-Total Site Costs				\$0.00

B. Construction Contract

(8)	Cost of Materials [Include]				
	General Requirements				
	Concrete/Masonry				
	Woods/Doors & Windows/Finishes				
	Thermal & Moisture Protection				
	Equipment/Specialty Items				
	Mechanical/Electrical				
	Sub-Total Cost of Materials			\$227,150.00	
(9)	Cost of Labor			\$0.00	
(10)	Other (Specify) - Cabling			\$10,000.00	
(11)	Sub-Total Construction Contract				\$237,150.00

C. Miscellaneous Project Costs

(12)	Building Purchase			\$0.00	
(13)	Fixed Equipment Purchase/Lease			\$964,038.00	
(14)	Movable Equipment Purchase/Lease			\$0.00	
(15)	Furniture			\$0.00	
(16)	Landscaping			\$0.00	
(17)	Consultant Fees				
	Architect and Engineering Fees	\$24,000.00			
	Legal Fees	\$4,500.00			
	Market Analysis	\$0.00			
	Other (Specify) - Testing	\$5,000.00			
	Sub-Total Consultant Fees			\$33,500.00	
(18)	Financing Costs (e.g. Bond, Load, etc.)			\$0.00	
(19)	Interest During Construction			\$0.00	
(20)	Other (Specify)			\$0.00	
(21)	Sub-Total Miscellaneous				\$997,538.00

D. Total Capital Cost of Project (Sum A-C above)

\$1,234,688.00

EXHIBIT 4



June 12, 2012

architecture

engineering

interior design

planning

Mr. Ron Galloway (ron.galloway@conehealth.com)
Cone Health
1200 North Elm Street
Greensboro, North Carolina 27401

Re: **Cath Lab 5 Equipment Replacement**
The Moses H. Cone Memorial Hospital
Greensboro, North Carolina
DHSR Number To Be Assigned

Dear Ron:

Per the request of the Hospital, we have reviewed the scope of work and the prepared budget statements by Cone Health for the Cath Lab 5 Equipment Replacement at The Moses H. Cone Memorial Hospital.

I hereby certify I am an architect licensed to practice in the State of North Carolina. Our firm is a professional corporation registered with the NC Board of Architecture. As such, Peterson Associates, p.a. is entitled to practice in the State of North Carolina. To the best of our knowledge, information, and belief, and based on the hard cost data provided by Cone Health, historical cost data, our experience with costs on our comparative health care projects, and published construction costing data, we concur with the stated estimate of Project Cost for the Cath Lab 5 Equipment Replacement project as stated by Cone Health at \$1,234,688.00.

If you have questions, please do not hesitate to contact our office. Thank you.

Sincerely yours,

PETERSON ASSOCIATES, pa

David W. Cherry, AIA, CDT, NCARB
North Carolina License No. 5842

DWC/pfm

cc: Mr. James Roskelly, Cone Health (james.roskelly@conehealth.com)
Mr. Robert Culp, Cone Health (Robert.culp@conehealth.com)
Mr. Wayne Gregory, Peterson Associates (wayne@peterson-ae.com)

3489-00/G.1

2115 Rexford Road
Suite 500
Charlotte, NC 28211
P 704.364.3400
F 704.364.7080

EXHIBIT 5



PMC²

The perfect starting point for all your medical equipment needs



To Whom It May Concern:

Reg 34-S000891

1997 M/205 Philips CathLab S/N P25-1244

This letter is to serve as documentation for the above referenced equipment. Promedical, Inc. was hired to remove/deinstall this piece of equipment from the Cone Health System.

Because of the advanced age of the equipment, it has been designated as for parts only and will be exported via an exporter to South America.

No parts or pieces will be resold within the US.

Regards,

Gus Vargas
President