



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

April 6, 2022

Robbie Roberts, WakeMed
roberts@wakemed.org

No Review

Record #: 3866
Date of Request: March 31, 2022
Facility Name: WakeMed Cary Hospital
FID #: 990332
Business Name: WakeMed
Business #: 2018
Project Description: Acquisition of angiography equipment
County: Wake

Dear Mr. Roberts:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the CON law **in effect on the date of this response to your request**, the project as described is not governed by, and therefore, does not currently require a certificate of need. If the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Michael J. McKillip
Project Analyst

Micheala Mitchell
Chief

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION**

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

cc: Acute and Home Care Licensure and Certification Section, DHSR
Construction Section, DHSR

March 31, 2022

Via Electronic Mail

Mr. Michael McKillip, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

**Re: Request for No Review to Acquire Angiography Equipment at WakeMed Cary Hospital/
FID# 990332/Wake County**

Dear Mr. McKillip:

This letter is to inform the Healthcare Planning and Certificate of Need Section of WakeMed's intent to acquire a second unit of angiography equipment at WakeMed Cary Hospital, located at 1900 Kildaire Farm Road, Cary, NC 27518. The new equipment, a Siemens Artis Q angiography system, will be used to perform electrophysiology procedures, including ablations, pacemaker and AICD implants, as well as interventional radiology procedures. By acquiring this equipment, WakeMed will continue to provide quality of care and technology that meet the needs of its patients.

The proposed equipment does not constitute "major medical equipment" as defined by N.C.G.S. 131E-176(14o), which states:

Major medical equipment. – A single unit or single system of components with related functions which is used to provide medical and other health services and which costs more than two million dollars (\$2,000,000). In determining whether the major medical equipment costs more than two million dollars (\$2,000,000), the costs of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the major medical equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater. Major medical equipment does not include replacement equipment. Beginning September 30, 2022, and on September 30 each year thereafter, the cost threshold amount in this subdivision shall be adjusted using the Medical Care Index component of the Consumer Price Index published by the U.S. Department of Labor for the 12-month period preceding the previous September 1.

Cost of the new angiography unit is \$708,941, with a total project cost, including renovation costs, fees, and medical and non-medical equipment, of \$1,908,712. Please see Attachment 1 for the vendor quote, and Attachment 2 for the Certified Cost Estimate. Because the total cost of the equipment does not exceed the statutory threshold for major medical equipment and the

equipment is not otherwise regulated under the CON Statute, WakeMed believes this acquisition is not subject to certificate of need review.

WakeMed is requesting that the Healthcare Planning and Certificate of Need Section confirm that the proposed acquisition is exempt from CON review and that WakeMed may proceed with this equipment purchase without first obtaining a CON.

Thank you for your attention to this matter. If you have questions or require additional information, please contact me at 919-350-8023, or at rroberts@wakemed.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Robbie Roberts". The signature is written in a cursive, flowing style.

Robbie Roberts
Manager, Market Planning

Attachments

ATTACHMENT 1

Equipment Quote from Vendor

Siemens Medical Solutions USA, Inc.
 40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
 Stephen Argo - +1 (336) 210-6178
 craig.argo@siemens-healthineers.com

Customer Number: 0000011224

Date: 01/31/2022

WAKEMED HEALTH AND HOSPITALS
 3000 NEW BERN AVE
 RALEIGH, NC 27610

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

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Contract Total: \$ 707,941
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 03/17/2022

Estimated Delivery Date: 4/2022

Delivery dates and other contractual obligations of Seller may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

Siemens' ecoline systems are systems which were previously owned. These units have been refurbished by the Siemens Refurbished Systems (RS) business unit so that they meet Siemens' stringent quality standards. It is the goal of the Siemens RS business unit to assure excellent functionality and reliability, similar to that of new systems. This allows Siemens to provide a 12-month warranty for refurbished equipment.

Please note: Siemens' ecoline systems are offered subject to availability on a "first-come, first-served" basis.

This offer is only valid if firm, non-contingent orders for system Quote#CPQ-457622 and education Quote#CPQ-522940 are simultaneously placed with Siemens.



Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.

WAKEMED HEALTH AND HOSPITALS

By (sign): _____

By (sign): _____

Name: Stephen Argo

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

By (Sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

Quote Nr: CPQ-457622 Rev. 1

Terms of Payment: 10% Down, 80% Delivery, 10% Installation
Free On Board: Shipping Point

Purchasing Agreement: Not Applicable

Artis Q ceiling eco EP

All items listed below are included for this system:

Qty	Part No.	Item Description	Extended Price
1	14430231	<p>RS Artis Q ceiling EP Artis Q ceiling for electrophysiology The Artis Q product line is setting new standards in interventional imaging.</p> <p>The Artis Q ceiling for electrophysiology now features PURE®. PURE adds smooth interaction to Siemens' smart technologies. It is designed to boost productivity and enhance outcomes for certain clinical applications, while increasing image quality and reducing dose.</p> <p>The GIGALIX X-ray tube concentrates high pulse power on small, square-shaped focal spots (flat emitter technology for all focal spots). This provides unprecedented image quality for confidence in challenging situations.</p> <p>The ceiling-mounted C-arm offers highly flexible positioning. The motorized rotation of the C-arm from a head-end position to a lateral position allows for free head access and full patient coverage without rotating the table.</p> <p>The patient table is fitted with a freely movable patient positioning tabletop.</p> <p>The as20 flat detector is optimized for cardiology and allows for steep angulations.</p> <p>Digital acquisition technology with up to 7.5 f/s in 1k/12 bit matrix is available.</p> <p>With new computer hardware and smart algorithms CLEAR MAX offers maximized image quality. The complete CARE+CLEAR package offers optimal image quality at the lowest reasonable dose.</p> <p>Live and reference images are displayed on two 19" flat screens in the exam room. In the control room live images are displayed on a third screen.</p>	\$ 400,452
1	14434765	<p>RS ecoline AX System delivery With ecoline, Siemens Healthineers offers a portfolio of systems with certified performance at exceptional value.</p> <p>ecoline systems contain components, which have been in use and are refurbished to a quality level as good as new. All ecoline systems are manufactured following externally certified processes according to the relevant standards for medical devices¹, including the global refurbishment standard² where applicable. Thus, every ecoline system receives our Proven Excellence Label.</p> <p>Siemens Healthineers' ecoline systems provide exceptional value performing and looking like new, configurable to individual customer needs and offered at affordable prices.</p>	\$ 0

¹ ISO 13485:2016 Medical devices - Quality management systems - Requirements

		for regulatory purposes ² IEC PAS 63077:2016 Good refurbishment practices for medical imaging equipment	
1	14458137	RS FD as40HDR Card EP ins. of as20 Enlarging your field of view	\$ 20,611
		When ordering this flat detector, the following components of the basic configuration	
		- as20 EP flat detector - GIGALIX 125/40/90 - G (2 foci) X-ray tube assembly with CLEARpulse - Cardiac collimator	
		are replaced with	
		- as40HDR EP flat detector - GIGALIX 125/30/40/90 - G (3 foci) X-ray tube assembly with CLEARpulse - Angio collimator	
1	14442447	RS Automap Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.	\$ 806
1	14445494	RS 4P wireless footswitch inst. of cbl Wireless footswitch connection	\$ 1,396
		Note: Wireless replaces the wired connection.	
1	14445497	RS Fluoro Loop Storage and review of dynamic fluoroscopic sequences. This saves an additional acquisition and helps to reduce dose. The maximum storable fluoroscopic time is limited by the maximum DICOM file size of 4 Gbyte.	\$ 5,344
1	14445908	RS CLEARstent Live + CLEARstent CLEARstent Live is a real-time stent enhancement tool and provides a stabilized view of the moving stent which is displayed on the Assist/Reference Monitor. CLEARstent Live allows real-time verification of stent positioning while moving the device. This enables the physician to precisely position the stent in relation to the anatomy of the heart and stents that already have been implanted. Contains both CLEARstent Live license and CLEARstent license. The CLEARstent imaging function allows an improved display of fine stent structures, i.e. the grid of inflated stents. CLEARstent is a post-processed stent enhancement and may be used also on previously acquired images. Using the CLEARstent function special reference images from any scene or fluoroscopy scene acquired natively will be generated. Composite images are created by averaging several frames of a scene and by considering the alignment of balloon markers. If an ECG signal is available, the heart phase will also be taken into account.	\$ 5,634
1	14442445	RS Card acq. mode w/high speed Card Highspeed enables image acquisition with up to 30 frames per second and helps visualizing a moving heart.	\$ 8,413
1	14445889	RS LV Analysis Analysis of the left ventricular function of the heart.	\$ 5,031
1	14445928	RS syngo EP Engine as40 A workstation for reconstruction, post-processing and handling of 3D information including specific applications for Electrophysiology. The package includes the following functionalities: - 3D high-contrast and CT-like soft-tissue imaging (syngo DynaCT and syngo DynaCT Cardiac (triggered/ untriggered)) a proven 3D reconstruction algorithms for 3D reconstruction of the heart from projection images of a rotational angiography	\$ 57,834

- from an Artis system with flat detector.
- 3D roadmap for dynamic overlay of planning data and 3D volumes on live fluoroscopy
 - Marking of points or lines on the 3D information and overlay of these markings on live fluoroscopy
 - Workflow support for electrophysiology guidance (including one-click segmentation tool for the left atrium)
 - In-room control for table-side operation of advanced applications
 - Expert-i functionality for remote operation of the XWP.
- 3D Wizard for expert step-by-step guidance in 3D acquisition
 - Parallel patient processing capabilities
 - Full fusion functionality (3D/3D and 2D/3D) for integration of pre-interventional 3D datasets from other modalities (CT/ MR).

Please note – availability of this following new feature depends on the regulatory release status in your country. (Please check with your respective Siemens representative to verify availability.)

New: Workflow support for electrophysiology guidance, including one click segmentation and automatic model-based segmentation tool for the left atrium).

1	14442451	<p>RS Lower body radiation protection This radiation shield protects the user from scattered radiation when standing at the table side. It can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail. It includes a basic unit (71.5 cm x 75 cm / 28.2" x 29.5" (l x w); 7.7 kg / 16.98 lb), one lower body radiation protection pivot swivel element (77 cm x 48 cm / 30.3" x 18.9" (l x w); 3.8 kg / 8.4 lb) and three clip-on units (57 cm / 22.4" x 33 cm / 12.99" (l x h), 2.2 kg / 4.85 lb; 27 cm / 10.6" x 33cm / 12.99", 0.9 kg / 1.98 lb and 27 cm / 10.6" x 25cm / 9.8", 1 kg / 2.2 lb) with a lead of 0.5 mm / 0.02" Pb. The maximum weight of the accessory rails is 40 kg (88.2 lb).</p> <p>Intended only for use with Artis / ARTIS tables.</p>	\$ 2,867
1	14442468	<p>RS Infusion bottle holder This infusion bottle holder can be mounted at the accessory rail of the patient table. It holds up to 4 infusion bottles. It includes an infusion bottle holder made of stainless steel with 4 retaining rings.</p> <p>Intended only for use with Artis / ARTIS tables</p>	\$ 181
1	14442469	<p>RS Cable clips ECG Cable clips for securing the ECG cable to the patient tabletop. It includes 10 cable clips.</p> <p>Intended only for use with Artis / ARTIS tables</p>	\$ 22
1	14442471	<p>RS Instrument tray This item can be positioned at the accessory rails of the patient table sideways above the patient. It can be swiveled and is height-adjustable.</p> <p>Intended only for use with Artis / ARTIS tables.</p>	\$ 761
1	14442449	<p>RS DICOM RIS-Modality Worklist Import of patient/examination data from an external RIS/HIS patient management system with DICOM MWL (Modality Worklist).</p> <p>Intended only for use with Artis / ARTIS tables.</p>	\$ 479
1	14445922	<p>RS Mobile upper body rad. prot. XL This enlarged radiation shield with a curtain provides for the user an increased protection from scattered radiation compared to the smaller one. It includes two scattered radiation protection blankets, a protective curtain and a</p>	\$ 11,923

ceiling rail (4 m / 157.5"). The blankets cover the patient's body in order to increase the reduction rate of scattered radiation. The curtain increases the scattered radiation protection by closing the gap between patient and shield.
The shield is made of acrylic glass with lead equivalent of 0.5 mm / 0.2" (w x h: 78 cm x 90 cm / 30.7" x 35.4") which can pivot and rotate around a fixed point with a range of 360 degrees.
The shield has a special patient cut-out for interventional examinations.
It is mounted on a counter-weighted, height-adjustable support arm that is fixed on a column with a height of 80 cm or 57 cm / 31.5" or 22.4".

1	14442462	<p>RS Large Display video controller 18</p> <p>Large Display Video Controller 18 is the middle of three different video controller sizes. A maximum of 18 video signals can be connected and displayed simultaneously on the Large Display. The Large Display video controller 18 receives various internal and external video signals for presentation to scale on the Large Display. Up to 18 external and internal video sources can be connected (max. 14 DVI-D and 4 analog (VGA) channels).</p>	\$ 18,750
1	14448305	<p>RS LD High Contrast panel size 55"</p> <p>Large color flat screen display (including cables) for the examination room, with a panel diagonal of 55". This large display version provides an excellent clinical image quality due to its new IPS panel technology.</p>	\$ 0
1	14447774	<p>RS 1st Large Display w/o holder</p> <p>Preparation for a primary large color flat screen display installed on a third-party display holder for the examination room.</p>	\$ 30,312

Note:

For safety reasons, third-party display holders in combination with Large Display must meet the following criteria:

To prevent injuring the patient when positioning the display holder above the table, it has to be possible to manually move the third-party display holder vertically with a force of up to 85 N.

In the event that the angiography system comes into contact with the third-party display holder, it must be possible to push away the holder in a horizontal direction with a force less than 50 N. Otherwise, there is a risk of crush injury to persons or material damage.

Please note that components supplied by Siemens (displays, cables) can be installed on an existing third-party display holder only by the manufacturer of that holder.

Note: If a Large Display is selected, the Artis basic configuration includes a connection kit for the large display instead of the displays for the examination room.

The type of large display can be chosen with a separate position.

1	14478651	<p>RS Large Display diagn. protection</p> <p>The high quality laminated glass protective screen protects the panel of the monitor against mechanical damage and fluid ingress on the front. It is suited for clinical image evaluation. Features: The laminated glass enforces high mechanical strength and resistivity against mechanical impact, the special coating reduces reflections for a continuous image quality, excellent spectral transmission of at least 98%, can be added to existing Artis Large Display installations. Weight: approx. 12kg (55") up to 16kg (60")</p>	\$ 4,750
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Note: Observe the maximum permissible load of the display suspension, a combination with other options mounted to the display suspension might be restricted.

1	14447787	<p>RS Artis Cockpit - 1 console</p> <p>The Artis Cockpit enables the operation of up to 9 systems and the presentation of up to 9 video signals on a high-resolution High Bright 30" display. The connected systems are operated via keyboard and mouse.</p> <p>Attention: If a Cockpit is selected, the Artis basic configuration includes a connection kit for the Cockpit instead of the display for the control room.</p>	\$ 15,807
1	AXA_RIG_QSP_ STD	<p>Standard Rigging Q Q.Zen SP</p>	\$ 13,500
1	BART700PEDL	<p>Mark 7 Arterion, Pedestal System</p> <p>The Arterion Mark 7 Pedestal contrast medium injector can be positioned anywhere at the patient positioning table on a mobile unit, for direct operation of all functions in the examination room.</p> <p>The injector system includes: A mobile pedestal stand with electronics unit, a contrast medium heater and a connection cable to the manual release. A support arm with injector head and a control lever for moving the injector head. A user control console with large touch screen and corresponding additional monitoring display on the injector head.</p> <p>Functions Pressure limitation: for 150 ml syringes 689 to 8273 kPa, corresponds to 100 to 1200 psi. .</p> <p>Flow rates for 150 ml syringes: 0.1 to 45 ml/s in increments of 0.1 ml/s 0.1 to 59.9 ml/min in increments of 0.1 ml/min rise/fall: 0 to 9.9 s in increments of 0.1 seconds</p> <p>Release delay for injection or radiation: 0 to 99.9 s in increments of 0.1 s.</p> <p>Adjustable volume for 150 ml syringes: 1 ml to the max. syringe capacity in increments of 1 ml.</p> <p>Fill rate: Variable syringe filling speed 1-20ml/s.</p> <p>Injection protocols: Up to 40 injection protocols possible.</p> <p>Parameters currently displayed on the touch screen display and on the head display: Injection speed Injection volume Remaining volume Injection duration Applied pressure</p> <p>Contrast medium heating: Nominal 35°C (95°F)+-5°C (9°F)</p> <p>Injection data memory Up to 50 injection data items stored</p> <p>Included in the scope of delivery Injector standard configuration 150 ml SIEMENS interface cable Operator Manual Service manual (English).</p>	\$ 27,100

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40 Liberty Boulevard, Malvern, PA 19355

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		Power supply 200 V to 250 V; 50/60 Hz.	
1	BINSART700P	Arterion Pedestal Install	\$ 1,545
2	GEL1040136601 278	Black anti-fatigue mat 36x60 Black NewLife EcoPro anti-fatigue mat (36 inches x 60 inches), 3/4 inch polyurethane foam, fluid and dirt resistant with anti-micorbial properties, matte textured surface. The ultimate employee benefit for workers who stand, are ergonomically designed to provide the perfect balance of premium comfort and optimal support. Proprietary Cellulon®Polyurethane Technology stands up to the tough demands of commercial environments while providing lasting comfort that won't bottom out over time. This eco-friendly line of anti-fatigue mats is certified by the National Floor Safety Institute for its high traction bottom surface.	\$ 500
1	AXA_BUDG_AD DL_RIG	Budgetary Add'l/Out of Scope Rigging \$15,000	\$ 15,000
1	14445922	RS Mobile upper body rad. prot. XL This enlarged radiation shield with a curtain provides for the user an increased protection from scattered radiation compared to the smaller one. It includes two scattered radiation protection blankets, a protective curtain and a ceiling rail (4 m / 157.5"). The blankets cover the patient's body in order to increase the reduction rate of scattered radiation. The curtain increases the scattered radiation protection by closing the gap between patient and shield. The shield is made of acrylic glass with lead equivalent of 0.5 mm / 0.2" (w x h: 78 cm x 90 cm / 30.7" x 35.4") which can pivot and rotate around a fixed point with a range of 360 degrees. The shield has a special patient cut-out for interventional examinations. It is mounted on a counter-weighted, height-adjustable support arm that is fixed on a column with a height of 80 cm or 57 cm / 31.5" or 22,4".	\$ 11,923
1	AXA_BUDG_AD DL_RIG	Large display 2 boom Large workarea in same rail as C-arm \$47,000	\$ 47,000
		System Total	\$ 707,941

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FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our communication channel "Let Us Know".

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.2 Refurbished/Used Products. For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation,

product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee (excluding the Medical Device Excise Tax as set forth in Section 4191 of the Internal Revenue Code of 1986, as amended) required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no

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obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for

attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.**5.2** Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss; Title Transfer.** Unless otherwise agreed to in writing, the following shall apply: (a) For Products that do not require installation by Seller, and for options and add-

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SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery. (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products until payment in full by Purchaser. Purchaser shall sign any financing statements or other documents necessary to perfect Seller's security interests in the Products. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement. **8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be

cancelled by Purchaser or Products be returned to Seller after shipment. **8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty. **10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse,

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abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty. **10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship). **10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a

Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements. **10.5** Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty. **10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.** **10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect. **11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON**

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THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller. **12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown. **12.3 Purchaser's Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses

incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements. **12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement. **13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified

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SIEMENS REPRESENTATIVE
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by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser. **14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto. **14.3** Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

15.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing

party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

17.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles. **18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.**

19. COST REPORTING

19.1 Purchaser agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h), in all applicable Medicare, Medicaid and state agency cost reports. Purchaser shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and have no substantive effect.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES

23.1 Any notice or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof.

24. RIGHTS CUMULATIVE

24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION

25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

26. ACCESS TO BOOKS AND RECORDS

26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human

Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS

27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.
05/15 Rev.

Software License Schedule to the Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. DEFINITIONS: The following definitions apply to this Schedule:

"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.

"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees

and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.

5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a

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previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

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Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

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Revised

03/15/05

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THE QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

This Quotation includes the trade-in equipment described herein and referenced by either the Project Number identified in the Quotation hereof (non-Ultrasound) or the Trade In Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is in good working condition unless otherwise noted on the Trade Sheet.

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the non-ultrasound trade-in equipment is denied past 14 days from turnover, or access to ultrasound trade-in equipment is denied past 30 days from turnover, then Purchaser shall pay to Seller a rental fee in the amount 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than \$1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining and removing and disposing of any hazardous materials including, but not limited to glycol from the chiller and oil from the transformer, as examples.) Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.



CONTRACT ADDENDUM
March 04, 2022

Sales Agreement Quotation CPQ-224298 for Wakemed Health and Hospitals, Siemens Sales Order Number 30240366, Purchase Order Number ES 9114631-0-CAP, for an Artis Q ceiling eco system

This Addendum shall become part of the Sales Agreement CPQ-224298 (equipment) between Siemens Medical Solutions USA, Inc. ("Siemens") and Wakemed Health and Hospitals (Customer). If there is any conflict between the terms of this Addendum and the terms of Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

This Addendum is valid for 60 days from date of issuance.

Customer proposes to make the following changes to quote:

Delete part(s):

1x AXA_ADDL_RIGGING : Large display 2 boom Large workarea in same rail as C-arm \$47,000

Add part(s):

1x CS13281 : DCS LD extended+2 displays mounted in C-arm rails
1x 14431153 : RS AT- special solution

The contract total will change from \$707,941 to \$708,941.

Please sign below and revise your Purchase Order to account for proposed changes and the new Sales Agreement contract total. This Contract Addendum is specific to the Sales Agreement referenced above. Other Sales Agreements may be referenced and included on your Purchase Order that are not impacted by this Contract Addendum.

Customer must, where applicable, fully and accurately report any change in the net price of this purchase in the applicable cost reporting mechanism or claim for payment filed with the U.S. Department of Health and Human Services (DHHS) or a state agency and must provide, upon request of the Secretary of the DHHS or state agency, the information contained in the Contract Addendum.

If your organization does not plan to issue a revised Purchase Order based on the financial changes outlined in this Contract Addendum, please initial here indicating your agreement to pay the adjusted final invoice based on the terms and conditions of the original agreement. *THH*

Siemens Medical Solutions USA, Inc.

By (sign): _____
Name: April Grandominico
Title: Area Vice President
Date: March 04, 2022

Wakemed Health and Hospitals

By (sign): *Thomas Hughes*
Name: Thomas Hughes
Title: SVP & Administrator Cary Hospital
Date: 3/18/22

ATTACHMENT 2
Certified Cost Estimate

Projected Capital Cost Form

Building Purchase Price	
Purchase Price of Land	
Closing Costs	
Site Preparation	
Construction/Renovation Contract(s)	\$721,200
Landscaping	
Architect / Engineering Fees	\$113,900
Medical Equipment	\$1,020,962
Non-Medical Equipment	\$39,745
Furniture	\$10,405
Consultant Fees (specify)	\$2,500
Financing Costs	
Interest during Construction	
Other (specify)	
Total Capital Cost	\$1,908,712

CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

Angele P. Wooten, AIA
Signature of Licensed Architect or Engineer

Date Signed: 3.24.2022

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

[Signature]
Signature of Officer/Agent

Date Signed: 3/24/22

Vice President
Title of Officer/Agent