



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

March 29, 2012

Sandy T. Godwin
Executive Director for Corporate Planning
Cape Fear Valley Health System
1638 Owen Drive, Fayetteville, NC 28304

RE: Exempt from Review - Replacement Equipment / Cape Fear Valley Health System / Replace and Relocate CT Scanner / Cumberland County

Dear Ms. Godwin:

In response to your letter and emails of December 21, 2011, March 20, 2012 and March 26, 2012, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the CT Scanner-Multi Detector Brilliance iCT SP 128 to replace the existing CT Scanner-Multi Detector LightSpeed 16 Serial #294149CN0. This determination is based on your representations that the existing unit will be sold or otherwise disposed of when replaced. 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, if not already provided. In addition, you should contact the Construction Section, DHSR to determine if they have any requirements for development of the proposed project.

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,

Gregory F. Yakaboski, Project Analyst

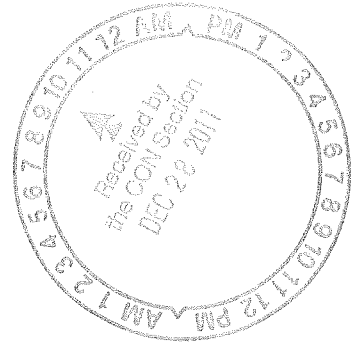
Craig R. Smith, Chief
Certificate of Need Section

cc: Construction Section, DHSR



Reg

December 21, 2011



BEHAVIORAL HEALTH CARE
BLADEN COUNTY HOSPITAL
CAPE FEAR VALLEY
MEDICAL CENTER
CAPE FEAR VALLEY
REHABILITATION CENTER
HEALTH PAVILION NORTH
HIGHSMITH-RAINEY
SPECIALTY HOSPITAL

Greg Yakaboski, Project Analyst
Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center
Raleigh, NC 27699-2704

SUBJECT: Replacement of CT

BLOOD DONOR CENTER
CANCER CENTER
CARELINK
CAPE FEAR VALLEY
HOMECARE & HOSPICE, LLC
CUMBERLAND COUNTY EMS
FAMILY BIRTH CENTER
HEART & VASCULAR CENTER
HEALTHPLEX
LIFELINK
CRITICAL CARE TRANSPORT
PRIMARY CARE PRACTICES
SLEEP CENTER

Dear Mr. Yakaboski:

Cape Fear Valley Health System is proposing to replace and relocate an existing CT. Please find the attached information needed to determine the equipment to be acquired is consistent with the definition of replacement equipment in G.S. 131E-176(22a) and 10 NCAC 14C .0303.

1. **Exhibit A** is a comparison of the existing and replacement equipment and also proposed total capital cost of project with copy of quotes for acquisition of the proposed equipment, relocation/installation of the replacement CT and de-installation and removal of the existing equipment. We intend to replace a LightSpeed 16 slice CT with a Brilliance iCT SP128.
2. **Exhibit B** contains brochures or letters from the vendors describing the capabilities of the existing equipment and the replacement equipment.
3. **Exhibit C** contains copy of the purchase order for the existing equipment, including all components and original purchase price.
4. **Exhibit D** is a copy of the proposed "lease agreement" and equipment quote, including the amount of the purchase price before discounts and trade-in allowance.
5. **Exhibit E** is documentation that the existing equipment is currently in use and has not been taken out of service.

If you have any questions concerning this request please do not hesitate to call me at (910) 615-6852.

Sincerely,

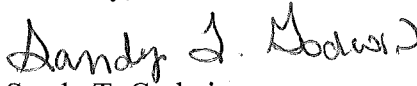

Sandy T. Godwin
Executive Director for Corporate Planning
Cape Fear Valley Health System

EXHIBIT A

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT PROJECT
Type of Equipment (List Each Component)	CT Scanner – Multi Detector	CT Scanner – Multi Detector
Manufacturer of Equipment	GE Healthcare	Philips Healthcare
Tesla Rating for MRIs	n/a	n/a
Model Number	LightSpeed 16	Brilliance iCT SP 128
Serial Number	294149CN0	Not yet determined
Provider's Method of Identifying Equipment	Serial # 294149CN0	
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	n/a	n/a
Mobile Tractor Serial Number/VIN #	n/a	n/a
Date of Acquisition of Each Component	September 2002	Projected January 2012
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Operating lease with option to purchase at FMV
Specify if Equipment Was/Is New or Used When Acquired	Acquired new	Equipment being leased is new
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Forms>	n/a	\$1,476,563.94 (1)
Total Cost of Equipment	\$911,822.71	\$1,093,116.49 (2)
Fair Market Value of Equipment	n/a	\$1,093,116.49
Net Purchase Price of Equipment	n/a	\$1,093,116.49
Locations Where Operated	CFV Medical Center	CFV Medical Center
Number Days In Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charge	n/a	0%
Percent of Change in Per Procedure Operating Expenses (by Procedure)	n/a	<1%-Negligible impact on per procedure operating expense
Type of Procedures Currently Performed on Existing Equipment	CT Head, C/T/L Spine, Chest, Abdomen, Pelvis, CT Angiography	n/a
Type of Procedures New Equipment is Capable of Performing	n/a	Same types of procedures as existing scanner along with coronary CT angiography and neuro- perfusion studies. Newer technology provides improved image quality, patient throughput, and lower radiation exposure

(1) Total Project Cost for purchase of new CT and relocation of a CT (See 2 attached project cost worksheets)

(2) Includes cost of new CT (\$1,089,422.53) plus minor equipment for relocated CT (\$3,693.96) = \$1,093,116.49

**EXHIBIT A continued
PROPOSED TOTAL CAPITAL COST OF PROJECT**

Project Name: Pavilion Imaging CT Project Replacement

Provider/Company: Cape Fear Valley Health System

A. Site Costs

(1) Full purchase price of land.....		\$ NA	
Acres _____ Price per Acre	\$ NA		
(2) Closing costs.....		\$ NA	
(3) Site Inspection and Survey.....		\$ NA	
(4) Legal fees and subsoil investigation		\$ NA	
(5) Site Preparation Costs			
Soil Borings.....	\$ 0		
Clearing-Earthwork...	\$ 0		
Fine Grade For Slab...	\$ 0		
Water and Sewer.....	\$ 0		
Footing Excavation....	\$ 0		
Termite Treatment....	\$ 0		
Other (Specify).....	\$ 0		
Sub-Total Site Preparation Costs		\$ 0	
(6) Other (Specify)		\$ 0	
(7) Sub-Total Site Costs			\$ 0


B. Construction Contract

(8) Cost of Materials			
General Requirements	\$ 0		
Concrete/Masonry	\$ 0		
Woods/Doors & Windows/Finishes	\$ 5,900		
Thermal & Moisture Protection	\$ 0		
Equipment/Specialty Items	\$ 0		
Mechanical/Electrical	\$ 37,600		
Other (Specify) <u>Demolition</u>	\$ 1,600		
Sub-Total Cost of Materials.....		\$ 45,100	
(9) Cost of Labor.....		\$ 65,200	
(10) Other (Specify).....10% Contingency		\$ 11,000	
(11) Sub-Total Construction Contract			\$ 121,300.00

C. Miscellaneous Project Costs

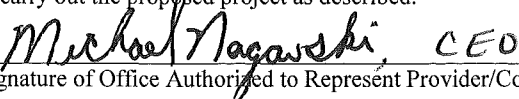
(12) Building Purchase.....		\$ _____	
(13) Fixed Equipment Lease (\$18,048.44 x 44 months)		\$794,131.36 (1) (2)	
(14) Movable Equipment		\$ _____	
(15) Furniture		\$ _____	
(16) Landscaping		\$ _____	
(17) Consultant Fees			
Architect and Engineering Fees	\$ 18,800.00		
Legal Fees.....	\$ _____		
Market Analysis.....	\$ _____		
Other (Specify)..... <u>Building Permit</u>	\$ 400.00		
Other (Specify)..... <u>DHSR Review</u>	\$ 1,800.00		
Sub-Total Consultant Fees.....		\$ 21,000.00	
(18) Financing Costs (e.g. Bond, Loan, etc.).		\$ _____	
(19) Interest during Construction.		\$ _____	
(20) Other (Equipment Buyout of \$137,291.17 and trade-in value of \$158,000)		\$ 295,291.17 (2)	
(21) Sub-Total Miscellaneous.			\$ 1,110,422.53
(22) Total Capital Cost of Project (Sum A-C above)			\$ 1,231,722.53

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.



(signature of Licensed Architect or Engineer)

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.



Signature of Office Authorized to Represent Provider/Company (Title of Officer)

Notes:

- (1) Total includes \$16,148.05 financing cost and cost to de-install trade-in.
- (2) Total Equipment Cost is \$794,131.36 + \$137,291.17 + \$158,000.00 = \$1,089,422.53
- (3) Exhibit D includes copy of lease and quote referenced in lease. Total Cost per quote is \$915,274.48 + \$158,000.00(trade-in) = \$1,073,274.48. \$1,073,274.48 + \$16,148.05 (financing cost) = \$1,089,422.53.

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: Cape Fear Imaging CT Project Relocation

Provider/Company: Cape Fear Valley Health System

A. Site Costs

(1) Full purchase price of land.....		\$ NA	
Acres _____ Price per Acre	\$ NA		
(2) Closing costs.....		\$ NA	
(3) Site Inspection and Survey.....		\$ NA	
(4) Legal fees and subsoil investigation		\$ NA	
(5) Site Preparation Costs			
Soil Borings.....	\$ 0		
Clearing-Earthwork...	\$ 0		
Fine Grade For Slab...	\$ 0		
Water and Sewer.....	\$ 0		
Footing Excavation....	\$ 0		
Termite Treatment....	\$ 0		
Other (Specify).....	\$ 0		
Sub-Total Site Preparation Costs		\$ 0	
(6) Other (Specify)		\$ 0	
(7) Sub-Total Site Costs			\$ 0

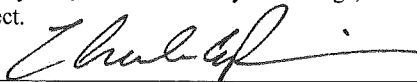
B. Construction Contract

(8) Cost of Materials			
General Requirements	\$ 0		
Concrete/Masonry	\$ 0		
Woods/Doors & Windows/Finishes	\$ 8,700		
Thermal & Moisture Protection	\$ 0		
Equipment/Specialty Items	\$ 1,900		
Mechanical/Electrical	\$ 54,000		
Other (Specify) <u>Demolition</u>	\$ 3,800		
Sub-Total Cost of Materials.....		\$ 68,400	
(9) Cost of Labor.....		\$ 96,900	
(10) Other (Specify).....10% Contingency		\$ 16,600	
(11) Sub-Total Construction Contract			\$ 181,900

C. Miscellaneous Project Costs

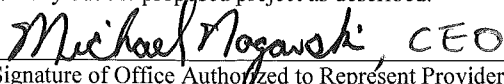
(12) Building Purchase.....		\$ _____	
(13) Fixed Equipment Purchase		\$ 3,693.96	
(14) Movable Equipment Purchase/Lease		\$ _____	
(15) Furniture		\$ _____	
(16) Landscaping		\$ _____	
(17) Consultant Fees			
Architect and Engineering Fees	\$ 18,800		
Legal Fees.....	\$ _____		
Market Analysis.....	\$ _____		
Other (Specify)..... <u>Building Permit</u>	\$ 400		
Other (Specify)..... <u>Review Fees</u>	\$ 1,800		
Sub-Total Consultant Fees.....		\$ 21,000	
(18) Financing Costs (e.g. Bond, Loan, etc.).		\$ _____	
(19) Interest during Construction.		\$ _____	
(20) Other (Relocation of Siemens DS CT scanner)		\$ 38,247.45 (2)	
(21) Sub-Total Miscellaneous.			\$ 62,941.41
(22) Total Capital Cost of Project (Sum A-C above)			\$ <u>244,841.41</u>

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.



(signature of Licensed Architect or Engineer)

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.



Signature of Office Authorized to Represent Provider/Company (Title of Officer)

Notes:

- (1) Total equipment cost is \$3,693.96
- (2) See next page

Siemens Medical Solutions USA, Inc.

General Terms and Conditions for Relocation Services

1. Scope

Siemens will provide the services described on the first page hereof. Siemens will commence such services at the time set forth on the first page hereof or, if a date is not specified, then on a date mutually agreed to by Siemens and the Customer. Siemens personnel will be given full and free access to the Equipment and the facilities of the Customer in order to perform the services described herein. If the Equipment and the facilities are not made available at the appointed time, waiting time beyond a reasonable allowance will be charged at Siemens' prevailing rates. Customer shall provide a suitable environment for the Equipment and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements for the installation of the Equipment are met.

2. Causes for Exclusion/Separate Charges

This Agreement specifically excludes labor, parts and expenses resulting from (i) any force majeure occurrence as defined in Section 11 hereof or other unforeseen circumstances, (ii) any hidden or concealed condition or defect, (iii) any attempt by the Customer or other third party to relocate the Equipment, or (iv) the negligence or intentional misconduct of the Customer or any other party not under the control and supervision of Siemens.

3. Default

Siemens reserves the right to suspend services hereunder and/or cancel this Agreement if the Customer is in default. An event of default shall include, but is not limited to, a failure by Customer to make any payment due Siemens under this Agreement, failure to grant Siemens access to the Customer's facility or to perform any other obligation hereunder, the filing of any notice under Federal Bankruptcy laws, or a default by Customer under any other obligation to or agreement with Siemens or any affiliate or assignee of Siemens (including but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract).

4. Limitation of Liability

Siemens' entire liability and Customer's exclusive remedy for any direct damages incurred by the Customer from any cause whatsoever, and regardless of the form of action, whether liability in contract or in tort, arising under the Agreement or related hereto, shall not exceed the amount paid by Customer to Siemens hereunder. The foregoing limitation of liability shall not apply to claims by Customer for personal injury or damage to real property or tangible personal property to the extent caused by Siemens' negligence or willful misconduct. In addition, Siemens shall have no liability hereunder to Customer to the extent that Customer's or any third party's acts or omissions contributed in any way to any loss it sustained or to the extent that the loss or damage is due a force majeure occurrence as described in paragraph 11 hereof or other causes beyond the reasonable control of Siemens.

THIS IS AN AGREEMENT FOR SERVICES. THERE ARE NO SIEMENS WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SIEMENS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, UNFORESEEN, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER.

5. Notices; Non-Assignment

All notices and changes to this Agreement must be in writing. The Agreement is not assignable except that Siemens may assign without Customer approval to any subsidiary or affiliated company or to any of its authorized subcontractors.

6. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

7. Government Access Clause

Until the expiration of four (4) years after the furnishing of any services under this Agreement, Siemens shall make available upon written request of the Secretary of the Department of Health and Human Services or upon the written request of the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records of Siemens which are necessary to certify the nature and extent of costs incurred under this Agreement. If Siemens carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12 month period with a related organization, such subcontract shall include a clause to the effect that until the expiration of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract. This provision shall apply if and solely

to the extent that Section 1861 (v) (1) (I) of the Social Security Act applies to this Agreement.

8. Damages, Costs, And Fees

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 not be entitled to recover from the other party punitive damages. 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.

9. Severability; Headings

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 will have no substantive effect.

10. Waiver

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.

11. Force Majeure

Siemens will not be liable to Customer for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies. In addition, in the event of any determination pursuant to the provisions of a collective bargaining agreement between the Customer and any labor union representing any employees of the Customer preventing or hindering the performance of any of the obligations of Siemens under this Agreement, or determining that the performance of any such obligations violates provisions of that collective bargaining agreement, or in the event a trade union, or unions, representing any of the employees of the Customer otherwise prevents Siemens from performing any such obligations, then Siemens shall be excused from the performance of such obligations unless the Customer makes all required arrangements with the trade union, or unions, to permit Siemens to perform the work. The Customer shall pay any additional costs incurred by Siemens that are related to any labor dispute(s) that involve the Customer.

12. Execution

If Customer is a corporation or partnership, the person signing this Agreement on its behalf certifies that such person is an officer or partner thereof, that his or her action was duly authorized by appropriate corporate or partnership action, that such action does not conflict with the corporate charter or bylaws or the partnership agreement, as the case may be, or any contractual provision binding on such corporation or partnership, and that no consent of any stockholders to his or her action is required.

13. Entire Agreement

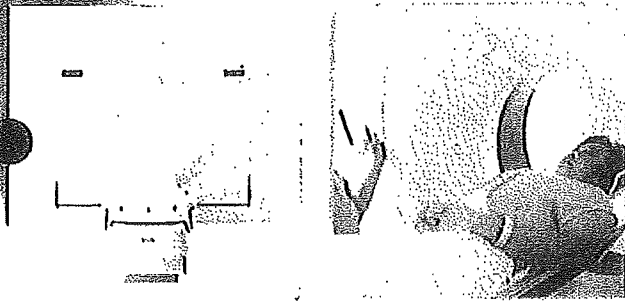
This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and it may not be modified or amended, except in writing executed by the appropriate designated officers of the parties hereto. Any variation in the terms of this Agreement (including, but not limited to, the inclusion of terms and conditions in any Purchase Order or other document issued by the Customer) shall not be deemed to be a part hereof and shall not be binding upon Siemens unless set forth in writing and executed by the appropriate designated officer of Siemens. Subject to the limitations expressed herein, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and permitted assigns.

Relocation Agreement 09-10.doc

SPECIAL NOTES:

Lead Time :

14 days 21 days 28 days ___ days



The power to do more

Philips Brilliance ICT SP configuration

PHILIPS

PHILIPS

Every day brings something new

Challenges? You want to meet them all. CT now plays an indispensable role in healthcare, and every day you're asked to do more in less time to answer heightened expectations across a wider range of patients and conditions.

Count on Philips to bring needed simplicity to this complex process. Philips Brilliance iCT gives you CT as you've never experienced it before. And now the SP configuration gives you a strong and scalable platform designed to excel at the routine and simplify the most demanding procedures today and far into the future. To satisfy your need to image every patient, every day, the intelligent performance of the SP-configuration supports the diverse imaging needs of diagnostic imaging centers to the most advanced academic institutions. It's extraordinary now...and in the future.



Every day we're working to help you
bring the best to the people who are
depending on you.



Greater performance every day

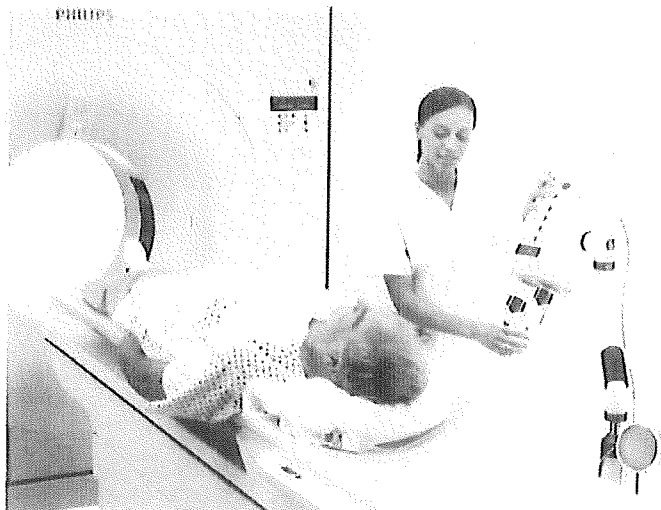
Founded upon proven Intelligent and Brilliance iCT platform technologies, the Brilliance iCT SP is designed for exceptional images anywhere in the body, with reliable and efficient operation for routine and advanced clinical applications.

Realize lifecycle benefits by matching speed, power, and coverage to your evolving clinical needs. Technological advances enhance Philips DoseWise techniques to enable lower doses while maintaining premium image quality.

It all adds up to the power to image virtually Every Patient, Every Day with the platform that allows for expansion tomorrow.

With Brilliance iCT SP, you have

- Enhanced performance for routine and emerging applications
- Life-cycle benefits through a scalable hardware and software platform
- Patient-specific acquisition protocols to balance image quality and dose utility
- Full compatibility with the Philips CT Brilliance Workspace, Extended Brilliance Workspace, and Brilliance Workspace Portal
- A system that can be sited in a room that is just 365 sq. ft.
- An ideal system for all CT protocols, especially cardiac, general radiology, neuro, trauma, bariatric, geriatric, and pediatric imaging of all sizes



Simplifying the delivery
of dose management.

Quantity

DoseRight ACS, Z-DOM, D-DOM, Cardiac

Beam Filtration

Where

Beam Shape Compensation
SmartShape Filter

Collimator
Eclipse

When

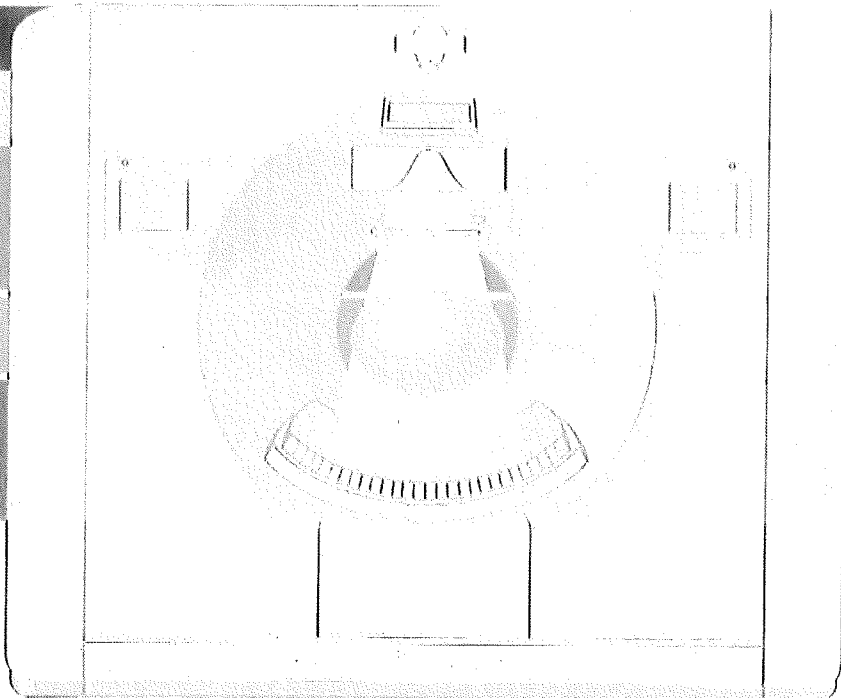
Prospective Gating
Step & Shoot Cardiac

Image Quality

Low kV Imaging Protocol

ClearRay

NanoPanel^{3D}



Why DoseWise is so smart

Philips DoseWise philosophy is a comprehensive approach to dose management focused on delivering the right quantity and quality of radiation where and when it is needed. The advanced design optimizes dose efficiency without compromise to image quality through a combination of features including; low-kV imaging protocols, dose modulation techniques, protocol-specific SmartShape and IntelliBeam filtration, low-noise NanoPanel^{3D} spherical detector array with ClearRay collimator, and the Eclipse collimator. All of which are designed to lower the delivered dose for every patient.

The revolutionary Eclipse collimator overcomes the over-beaming found in conventional multislice CT systems through the elimination of non-image forming dose at the beginning and end of helical scans. This is achieved through a sophisticated pre-patient collimation technique that automatically synchronizes beam collimation with table movement.

Every day is remarkable

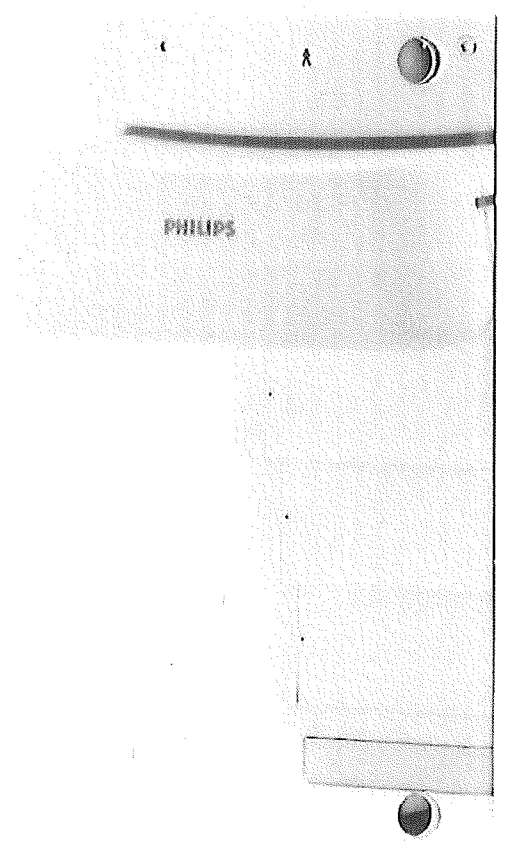
Speed, power, and scalability

Every day you need to know your system performs the way you need it to. The heart of Brilliance iCT SP is the "designed-around-you" platform of scalable technologies to allow higher levels of performance. A powerful combination of X-ray generation and fast gantry rotation time are aimed at shortening total scan times, improving the patient experience, and streamlining workflow for every patient.

The system delivers the boost in performance and clinical capabilities to expand clinical utility while enhancing image quality and diagnostic confidence for all CT imaging procedures.

Brilliance iCT SP delivers

- Lifecycle benefits by matching key performance drivers to your specific clinical needs now and anytime in the future
- Scalability, by providing enhancements that are available as factory-configured options or as a field upgrade, including scalable X-ray generation, gantry rotation time, and detector coverage, along with workflow additions such as the Extended Brilliance Workspace and Portal Server
- Advanced applications to deliver clinical answers today and enable the clinical science that will fuel tomorrow's research discoveries



PHILIPS



The everyday intelligence of Brilliance

Consisting of proprietary X-ray tube, detector, and gantry rotation advancements to improve image quality and reliability, Intelligent technology enables new levels of clinical performance and new discoveries in clinical science.

Brilliance iCT SP to optimize dose efficiency	
Eclipse Collimator	Limits unnecessary dose by limiting "over-beaming" at the start and end of spiral scans.
IntelliBeam	Limits unnecessary dose through absorption of unwanted X-rays. Protocol driven intrinsic filtration to optimize both low contrast resolution and dose.
SmartShape	Limits unnecessary dose through absorption of unwanted X-rays. Protocol-driven to balance beam uniformity and dose delivery.
Step & Shoot Cardiac	Prospectively gated axial scanning reduces dose over helical scanning methods.
Image Gently	Age- and weight-based infant and pediatric protocols.

Beyond cardiovascular imaging, Brilliance iCT SP is designed to improve image quality, lower radiation dose, and improve workflow for routine and advanced CT imaging protocols. These Intelligent technologies are clinically proven.

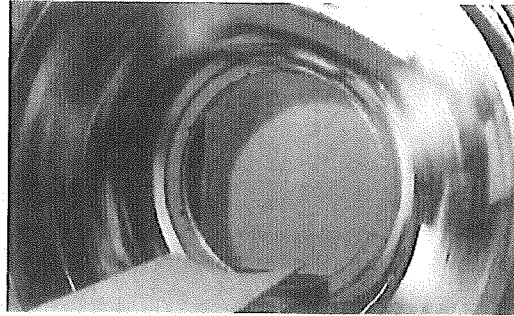
Intelligent technologies in the Brilliance iCT SP are:

- Proprietary AirGlide gantry reaches rotation speeds not possible with traditional ball-bearing designs
- The scalable NanoPanel^{HD} detector has been further enhanced through the addition of a unique ClearRay collimator required to achieve higher levels of image quality with less noise from scatter; and can be upgraded from 4cm to 8cm in the field
- The iMRC X-ray tube and scalable generator system deliver the level of power needed to manifest greater photon flux when imaging patients with higher BMIs and performing short-shot protocols of the coronary arteries, pediatrics, and in trauma

Another innovative feature of the Brilliance iCT SP is RapidView reconstruction Essence Technology with quad-core processors and Fast Preview mode to improve workflow and the patient experience through shortened reconstruction times.

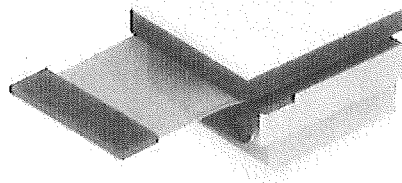
AirGlide gantry

Rotates foundational imaging components at faster rotation speeds while maintaining critical focal spot to detector element alignment to allow for high level image quality to be delivered. AirGlide breaks through speed barriers through frictionless floatation using just a few microns of air currently not achievable with traditional ball bearing designs to benefit every patient through reduced total acquisition times, breathhold times, and delivered contrast volumes.



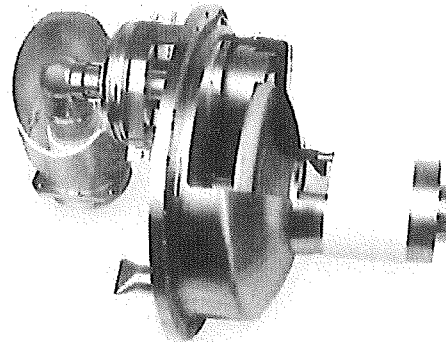
NanoPanel^{1D} detector with ClearRay Collimator

The NanoPanel^{1D} detector reduces heat and noise, and maximizes signal-processing integrity at the fastest rotation speeds, supporting high spatial resolution imaging for better definition of small structures. While the unique ClearRay collimator improves primary to scattered radiation by blocking unwanted, scattered x-rays while preserving x-rays that contribute to image formation through its unique spherical design. Together the NanoPanel^{1D} detector with ClearRay Collimator delivers clear, crisp images for every patient.



iMRC X-ray tube

The iMRC x-ray tube enhances the x-ray delivery to reduce acquisition times and improve the patient experience through shortened breathholds. Made possible through the use of a segmented anode that supports the delivery of high powered instantaneous bursts of energy required for fast imaging protocols. A double support spiral-groove bearing design also maintains the integrity of the focal spot at the high rotation speeds of the iCT which are made possible by the AirGlide gantry.



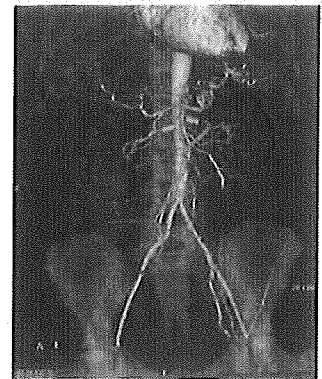
Intelligent technology brings powerful advances and day-to-day dependability so you can focus on the patient, not the system.

The best in the business

Combine intelligent technology with advanced visualization and you have a recipe for clinical success. Quality patient care demands both efficiency and effectiveness. These are two hallmarks of the Brilliance Workspace; rated the best in advanced visualization by an industry survey and offering access to CT applications and images from anywhere on the hospital network: PACS, office or home.



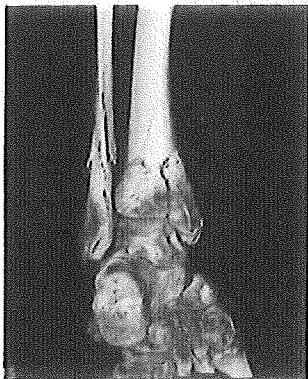
Abdominal CTA runoff demonstrates stenosis in the external iliac artery. Philips unique bolus timing software allows the user to time a contrast-enhanced scan with precision.



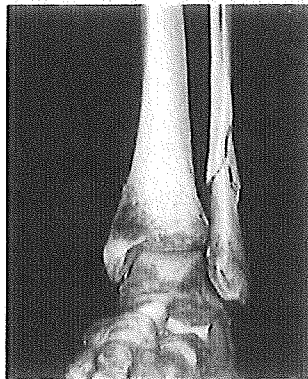
Abdominal CTA to evaluate patency of bilateral renal stents. Transparency of the bone aids in identifying anatomical landmarks beneficial in surgical planning.



Brilliance Workspace was ranked #1 by KLAS in its 2008 Top 20 Best in KLAS Awards for Advanced Visualization.



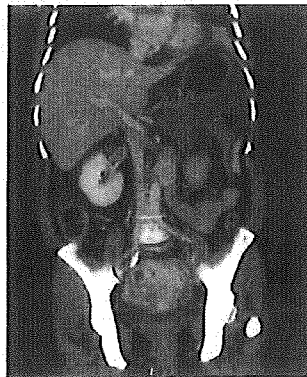
Posterior aspect of a lower extremity, revealing fractures in both the distal tibia and fibula.



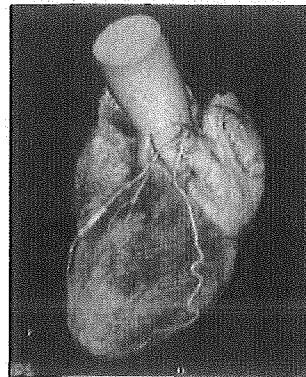
Volume rendered image reveals a fractured distal fibula as seen in the oblique plane. Unique features in CT workflow allowed for a fast acquisition and evaluation for this trauma patient.



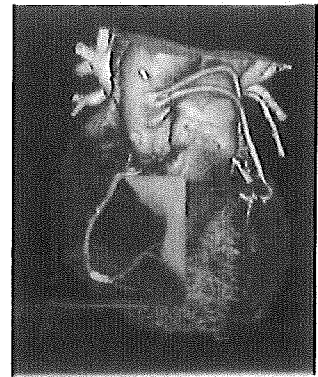
Post-surgical clips are observed in this sagittal view of a chest, abdomen and pelvis performed to rule out abdominal abscess.



Coronal view of same patient. Note the quality of the anatomical structures that can be seen using the Philips-exclusive Volume Intensity Projection.



Low dose cardiac scan using Step & Shoot to evaluate the patency of a stent in the mid left anterior descending artery.



Patient scanned to evaluate bypass graft. Philips-exclusive Magic Glass enables the use of two viewing windows which in this case helped evaluate the stent in the right coronary artery.

Philips Healthcare is part of
Royal Philips Electronics

How to reach us

www.philips.com/healthcare

healthcare@philips.com

fax: +31 40 27 64 887

Asia

+852 2821 5888

Europe, Middle East, Africa

+49 7031 463 2254

Latin America

+55 11 2125 0744

North America

+1 425 487 7000

800 285 5585 (toll free, US only)

Philips Healthcare

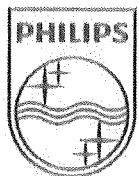
Global Information Center

P.O. Box 1286

5602 BG Eindhoven

The Netherlands

Please visit www.philips.com/BrillianceiCT



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Printed in The Netherlands.
4522 962 41601/728 ♦ APR 2009

Exhibit C

67813.txt

COMPANY GLN: Purchase Order: 67813 DRAFT
 CUMBERLAND CO HOSPITAL SYSTEM Revision Number: 005 Page: 1
 Date: 07/08/02

SHIP TERMS: FREIGHT: FOB DEST PP&A
 SHIP VIA:

VENDOR: 116 SHIP TO:
 GE MED SYSTEMS INC
 ATTN:ACCTS REC CAPE FEAR VALLEY MEDICAL CTR
 5517 COLLECTIONS CENTER DRIVE ATTN: RECEIVING DEPARTMENT
 Attn: AR 1638 OWEN DRIVE
 CHICAGO IL 60693 FAYETTEVILLE NC 28304

CONTACT: CUSTOMER SERVICE CONTACT: MARTY BRESWITZ
 PHONE: (800)558-5102 PHONE: (910)615-8747
 FAX: 918002322599 FAX: (910)615-9713
 BUYER GLN:

TERMS	DISCOUNT		NET	ACCOUNT NUMBER
	DAYS	RATE		
Terms	1		CF/88443HR/15613	BLADEN/75923

Deliver on September 30, 2002 unless specified by line
 Purchase Order Currency: USD DOLLARS

Invoice by mail
 Process Level: 1000
 CT SCAN - JOYCE MCCOLL
 CAPITAL 01/02
 QUOTE# BSDC6UA DATED 6/24/02
 QUOTE# BSDC6YA DATED 6/24/02
 QUOTE# FAZC23A DATED 6/24/02
 THE REMAINDER OF SETTLEMENT # SA00700
 WILL BE APPLIED TO THIS QUOTE AT THE
 AMOUNT OF \$31,352.29. QUOTE# BSDC6UA
 DATED 6/24/02
 ADD TO TAG# 96-12112
 ADD TO TAG# 00-22737
 TRADE IN TAG# 95-10215 NO VALUE

LINE	ITEM NUMBER DESCRIPTION	QUANTITY PRICE	EXTENDED AMOUNT
1	#S7816AG CT/I TO LIGHTSPEED 16/SMARTPRE	1.00 EA 911,821.7100	911,821.71

0

COMPANY GLN: Purchase Order: 67813 DRAFT

Philips Medical Capital

Master Lease Agreement

PHONE: (866) 514-4PMC

FAX: (866) 516-4PMC

LESSEE	Full Legal Name Cumberland County Hospital System, Inc.			Phone Number 9106154758	
	Carrying on Business as (if Any) Cape Fear Valley Health System			Fax Number 9106157113	
	Billing Address	City	State	Zip	Send Invoice to Attention of:
	1638 Owen Dr.	Fayetteville	NC	28304	

TERMS AND CONDITIONS

This MASTER LEASE AGREEMENT (as amended, modified or supplemented from time to time in accordance with the terms hereof, this "Agreement"), dated as of December 1, 2011, is by and between Philips Medical Capital, LLC, a Delaware limited liability company, with offices located at 1111 Old Eagle School Road, Wayne, Pennsylvania, 19087-1453, (together with its successors and assigns, "Lessor"), and Cumberland County Hospital System, Inc., a Non-Profit Corporation organized under the laws of the State/Commonwealth of North Carolina (together with its successors and permitted assigns, "Lessee"). The parties hereto for good and valuable consideration and intending to be legally bound hereby agree as follows:

1. **LEASE OF SYSTEM:** This Agreement establishes the general terms and conditions under which Lessor may, from time to time lease a System (as hereinafter defined) to Lessee as specified in a lease schedule to be entered into from time to time (each a "Lease"). Each Lease shall incorporate the terms and conditions of the Agreement and shall constitute a separate lease agreement as to a System. In the event of a conflict between the provisions of any Lease and the provisions of this Agreement, the provisions of the Lease shall prevail. As used in this Agreement, the terms "Software", "Equipment" and "Maintenance" shall mean all items of software, equipment and maintenance, respectively, specified on a Lease and all of the foregoing and all peripherals and items related thereto provided by Lessor shall be collectively referred to as a "System."

IF THIS LEASE HAS BEEN PROVIDED ELECTRONICALLY AND LESSEE WISHES TO ENTER INTO THIS AGREEMENT AND/OR ANY LEASES ELECTRONICALLY, LESSEE'S ELECTRONIC SIGNATURE WILL CONSTITUTE ITS ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY, INCLUDING, WITHOUT LIMITATION, ELECTRONIC FORMS OF DELIVERY AND ACCEPTANCE CERTIFICATES, IF REQUIRED BY LESSOR. At Lessor's option, Lessor may require an ink signature.

2. **TERM AND PAYMENTS:** The lease term for each System shall be for the time period specified in the Lease (as it may be extended pursuant to the terms hereof or the Lease, the "Lease Term"), and such Lease Term shall commence on the date provided in the Lease (the "Commencement Date"). For the Lease Term, Lessee shall pay to Lessor the payments in the amount, number and in the manner specified in a Lease (each a "Payment" and collectively, "Payments"). If not specified in a Lease, the first Payment is due the first day of the first full month after the Commencement Date and the remaining Payments are due on the same day of each consecutive payment period thereafter for the duration of the Lease Term. A Lease may not be terminated or canceled for any reason whatsoever, except as expressly provided in the Lease. Whenever any sum due hereunder is not paid when due, Lessee agrees to pay to Lessor, on the next due date, a late charge equal to five percent (5%) of the amount of any late payment (but not less than \$10.00), but only to the extent permitted by law. If any sum paid by Lessee shall be refused or rejected by the related obligor, Lessor may charge Lessee a returned-check or non-sufficient funds charge in the amount of \$25.00 per check or electronics funds transfer to reimburse Lessor for the time and expense incurred with respect thereto. All sums paid by, or on behalf of, Lessee hereunder shall be non-refundable. All sums shall be delivered to Lessor at its address specified above (or such other place as Lessor, in writing, directs) without notice or demand therefore. LESSEE'S OBLIGATION TO MAKE THE PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE CLAIMS AGAINST THE LESSOR OR THE PROVIDER OF A SYSTEM. IN THE EVENT THE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY A MANUFACTURER OR SUPPLIER OF ALL OR A PART OF A SYSTEM AND/OR VENDOR OR PROVIDER OF ALL OR PART OF THE SYSTEM (EACH AND COLLECTIVELY, "PROVIDER"), LESSEE ACKNOWLEDGES THAT LESSOR IS MERELY COLLECTING SUCH AMOUNTS ON BEHALF OF A PROVIDER AND THAT LESSOR IS NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE SYSTEM AND LESSEE'S OBLIGATION TO MAKE ALL PAYMENTS SHALL REMAIN UNCONDITIONAL.

3. **INSTALLATION AND DELIVERY:** The Lessee shall at its own expense provide a suitable environment for the System as specified or required by a Provider. Delivery and installation arrangements and costs, unless included in the cost of the System to Lessor, are the sole responsibility of Lessee. Lessee agrees to accept the System when Available for First Use (as defined in the Lease) and to immediately execute the Delivery and Acceptance Certificate supplied by Lessor as evidence thereof. If Lessee has entered into any purchase, licensing or maintenance agreements with a Provider (each an "Acquisition Agreement") covering the System or any portion thereof, Lessee transfers and assigns to Lessor all of Lessee's rights, but none of its obligations (except for Lessee's obligation to pay for the System upon Lessor's acceptance of the Lease) in and to any Acquisition Agreement and Lessee shall execute any documents, instruments or agreements reasonably necessary to effectuate such transfer or assignment. All proceeds of any warranty recovery by Lessee from a Provider shall first be used to repair, maintain, replace or upgrade the affected System and Lessee shall promptly notify Lessor of any such warranty recovery.

4. **USE, MAINTENANCE AND MODIFICATIONS:** Lessee represents, warrants and covenants that the System will be used for solely business purposes and not for personal or household purposes. Lessee will not modify the System in any way without the prior written consent of Lessor except as required by a Provider or in any Acquisition Agreement. Lessee shall not attach or incorporate any portion of the System in such a manner that it becomes or may be deemed to have become an accession to or a part of any other item of equipment or software. At its own expense, Lessee will cause the System to be used and maintained in: (a) a manner recommended by the Provider and/or in any Acquisition Agreement; (b) accordance with all laws, rules and regulations of all applicable governmental or quasi-governmental authorities; and (c) as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear result-

ing from proper use alone excepted. All equipment, software, upgrades, parts and replacements for or which are added to or become attached to or a part of a System shall be deemed incorporated into the System and become the property of Lessor without further action on its part. Upon reasonable notice, Lessor shall have the right to inspect the System and all maintenance and business records related thereto during Lessee's normal business hours.

5. **DISCLAIMER OF WARRANTY: LESSEE ACKNOWLEDGES THAT LESSOR HAS NO EXPERTISE OR SPECIAL FAMILIARITY ABOUT OR WITH RESPECT TO THE SYSTEM. LESSEE AGREES THAT THE SYSTEM LEASED HEREUNDER IS LEASED "AS-IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE AND IS SUITABLE FOR LESSEE'S PURPOSES AND THAT LESSOR HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE SYSTEM WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE, WITHOUT LIMITING THE FOREGOING, LESSEE HEREBY WAIVES ANY WARRANTIES CONTAINED IN SECTIONS 2A-210, 2A-211, 2A-212 AND 2A-213 OF THE APPLICABLE UNIFORM COMMERCIAL CODE ("UCC") AND ANY RIGHT TO DEEM LESSOR IN DEFAULT PURSUANT THERETO. LESSEE ALSO AGREES TO WAIVE SUCH WARRANTIES, RIGHTS AND REMEDIES OR OTHER APPLICABLE LAW WITH RESPECT TO THE SYSTEM, INCLUDING ITS FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT, FREEDOM FROM LATENT DEFECTS (WHETHER OR NOT DISCOVERABLE), OR COMPLIANCE WITH APPLICABLE LAW. If the System is not properly installed, maintained, does not operate as represented or warranted by any Provider, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the relevant Provider. So long as Lessee is not in breach or default of this Agreement or any Lease hereunder, Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights which Lessor may have against the Provider for breach of warranty or other representation respecting any item of the System and Lessee shall hold any proceeds of such claim in trust for application as required by this Agreement.**

6. **TITLE, PERSONAL PROPERTY, LOCATION AND LIENS:** The System is, and shall at all times be and remain the sole and exclusive property of Lessor, and Lessee, notwithstanding any trade-in or down payment made by Lessee or on its behalf with respect to the System, shall have no right, title or interest therein or thereto, except as to the use thereof subject to the terms and conditions of this Agreement and the related Lease. Notwithstanding the preceding sentence, for Leases with a \$1.00 purchase option or where Lessee is required to purchase the System at the end of the Lease Term (a "Put Option"), Lessee shall be deemed to be the owner thereof. Lessee will not directly or indirectly create, incur, assume or allow to exist any lien, claim or encumbrance (each, a "Lien") on or with respect to the System, except such Liens as may arise through the acts or omissions of the Lessor. Lessee, at its own expense, will promptly pay, satisfy or otherwise take such actions as may be necessary to keep the System free and clear of any and all such Liens. The System is and shall at all times shall remain personal property notwithstanding how it or any item thereof may now be or hereafter become affixed, attached, imbedded in resting upon real property or any improvement thereof. If requested by Lessor, Lessee will promptly obtain and deliver to Lessor waivers of interest or Liens in form satisfactory to Lessor from all persons or entities claiming any interest in the real property or improvements where a System is installed or located. The System shall at all times during the Lease Term be kept at the address designated in each Lease and shall not be removed therefrom or released from the possession of the Lessee (except for maintenance by a Provider) without Lessor's prior written consent. Lessor may, at Lessee's expense, attach plates or markings to the System indicating the Lessor's ownership thereof.

7. **ASSIGNMENT: LESSEE MAY NOT ASSIGN THIS AGREEMENT, ANY LEASE OR THE RIGHTS HEREUNDER, OR SUBLEASE OR LEND ANY SYSTEM OR ALLOW IT TO BE USED BY ANYONE OTHER THAN LESSEE'S EMPLOYEES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. No assignment or sublease shall relieve Lessee of its obligations hereunder or under any Lease and Lessee shall remain primarily liable for such obligations. Any sale, assignment, transfer, encumbrance, delegation or sublease by Lessee not consented to by Lessor shall be void ab initio. Lessor may at any time assign all or part of any interest in any Lease and in each item of the System and monies to become due to Lessor hereunder or grant security interests in the System and/or the Lessor's rights in any Lease. In such events, all the provisions of such Lease for the benefit of Lessor shall inure to the benefit of and be exercised by or on behalf of such assignee, but the assignee shall not be liable for or be required to perform any of Lessor's obligations to Lessee and Lessor shall retain such obligations. Lessee agrees that (a) it will not assert any such defenses, set-offs, counterclaims and claims against any assignee of Lessor that Lessee may have against Lessor at any time; and (b) any such assignment shall not materially change Lessee's duties or obligations under a Lease nor materially increase Lessee's risks or burdens. Subject always to the foregoing, this Lease shall inure to the benefit of, and are binding upon, the successors and assigns of the parties hereto.**

8. **RETURN OF SYSTEM, STORAGE:** At the end of the Lease Term Lessee shall, at its sole expense and in accordance with the Lessor's requirements and directions (which will be consistent with the Provider's), arrange for the System to be uninstalled, boxed and crated, shipped to a location designated by Lessor and properly insured while in transit. When an item of a System is surrendered to Lessor it shall be in the condition required in this Agreement. If Lessor reasonably determines that any item of a System is not returned in the condition required hereby, Lessor may take all actions necessary to cause the System to achieve such condition and upon demand, Lessee shall promptly reimburse Lessor for all costs reasonably incurred in connection with the foregoing. In addition, Lessee shall deliver to the Lessor with a System all documents related

thereto, including any plans, operation manuals, warranties and copies of all Acquisition Agreements. If Lessee does not have an obligation to purchase the System at the end of the Lease Term, Lessee shall provide written notice to Lessor at least 180 days and not more than 270 days before the end of the Lease Term stating Lessee's commitment to: (a) return the System at the end of the Lease Term; (b) enter into a new lease for the System; or (c) purchase the System at its fair market value. Lessee shall remove all patient information from any System prior to return to Lessor in compliance with all applicable state and federal laws. Failure to acquire or return the System as required hereunder shall result in the Lease Term extending on a quarterly basis on the terms and conditions then in effect.

9. LOSS OR DAMAGE: Lessee hereby assumes and shall bear the entire risk of loss, destruction or damage to the System from any and every cause whatsoever ("Casualty"), whether or not insured, until the System is returned to Lessor in accordance with the provisions of Section 8 hereof. A Casualty shall not relieve Lessee from any obligation under this Agreement or any Lease. Lessee shall notify Lessor in writing of any Casualty within 5 days thereof and shall, at the option of Lessor: (a) place the System in good repair, condition and working order; (b) replace the System with a like System in a condition acceptable to Lessor and transfer clear title to or a right to use, as appropriate, such System to Lessor, whereupon such System shall be subject to the Lease and be deemed the System for purposes hereof; or (c) on the due date for the next Payment or upon the expiration of the Lease, whichever first occurs, pay to Lessor the "Accelerated Value which shall equal: (1) the "Stipulated Loss Value" (as may be defined in a Lease, if any) plus all unpaid Payments and other sums then due; or (2) if the Lease does not provide for a Stipulated Loss Value, all unpaid Payments and other amounts then due, plus (A) the total of all future Payments for the entire Lease Term, plus (B) the greater of (i) the Lessor's original estimate of the value of the System at the end of the Lease Term or (ii) the fair market value of the System at the end of the originally scheduled Lease Term or the agreed upon purchase option price, if any. In calculating the Accelerated Value, all future Payments and end of Lease Term System values or purchase option prices shall be discounted at the Present Value Rate to the date of actual payment. The Present Value Rate shall be a per annum interest rate equal the lesser of (a) an interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury) that would have a repayment term equal to the remaining Lease Term, all as reasonably determined by Lessor, or (b) three percent (3%). All proceeds of a Casualty received by Lessor shall, where applicable, be applied toward the replacement or repair of the System or the obligations of Lessee hereunder.

10. INSURANCE: Lessee shall at all times insure the System against all risks of loss or damage from every cause including, without limitation, loss by fire, "mysterious disappearance", natural disasters and such other risks of loss as are customarily insured against on the Equipment leased hereunder by businesses of the type in which Lessee is engaged and in an amount not less than the replacement cost of the System without deductible and without co-insurance. Lessee shall also obtain and maintain comprehensive public liability insurance (with tails) covering liability for bodily injury, including death, and property damage resulting from the use, operation or return of the System with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence. If Lessee is a doctor, hospital or other health care provider, Lessee shall obtain and maintain professional liability insurance. All such insurance will be in a form, in an amount and with companies reasonably satisfactory to Lessor. Lessor, its successors or assigns, shall be the sole named lender loss payee (or equivalent) with respect to the property insurance for the System and shall be named as an additional insured on the public liability insurance. Lessee shall deliver to Lessor documents evidencing: (a) the insurance required hereby and (b) an endorsement to the policy or policies required hereunder requiring the related insurer to provide Lessor with not less than 30 days' prior written notice of the effective date of any material alteration, cancellation or non-renewal of a policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact (which power shall be deemed coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If Lessee shall fail to procure, maintain, and pay for such insurance, Lessor shall, in addition to its other rights hereunder, have the right, but not the obligation, to obtain such insurance on behalf of and at the expense of Lessee and Lessor may charge Lessee an incremental fee which incremental fee may include a profit.

11. INDEMNITY FOR CLAIMS AND TAXES: Lessee assumes and agrees to indemnify, defend and keep harmless Lessor, its assignees, agents and employees (each, an "Indemnitee") from and against any and all losses, damages, injuries, claims, demands and expenses, including without limitation, legal expenses (other than such as may directly and proximately result from the gross negligence or willful misconduct of such Indemnitee), arising on account of the ownership, operation or return of the System or any portion thereof including, without limitation, any environmental, strict liability and infringement claims. Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against; provided, however, that the failure to deliver such prompt notice shall not release the Lessee from any of its obligations to indemnify hereunder. After the Lessee has provided a written acknowledgment of its obligation to indemnify hereunder, Lessee shall be entitled to control the defense of a claim with counsel consented to by Lessor, so long as no Event of Default (as hereinafter defined) is outstanding and such claim does not seek material relief against any Indemnitee or its property (other than the System). The obligations under this section shall survive termination of a Lease if it relates to any aspect of the System or its use during the related Lease Term. **REGARDLESS OF CAUSE, LESSEE WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR SHALL LESSOR BE RESPONSIBLE FOR ANY DAMAGES OR COSTS WHICH MAY BE ASSESSED AGAINST LESSEE IN ANY ACTION FOR INFRINGEMENT OF ANY TRADEMARK, PATENT OR COPYRIGHT.** Lessee shall also be responsible for, as and when due, and shall indemnify and hold Lessor harmless from and against all present and future taxes and other governmental charges, or any increases therein (including, without limitation, sales, use, leasing and stamp taxes and license and registration fees) and amounts in lieu of such taxes and charges and any penalties or interest on any of the foregoing, imposed, levied upon, in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of a System, or based upon or measured by the Payments or receipts with respect to this Agreement or any Lease hereunder. Lessee shall not, however, be obligated to pay any taxes on or measured by Lessor's net income or net worth. Lessee authorizes Lessor to add to the amount of each Payment any sales, use or other tax that may be imposed on or measured by such Payment. Lessee shall pay Lessor on demand as additional rent for each System: (i) the amount of the personal property tax required to be paid by Lessor as owner of such System, (ii) an administrative fee for processing tax returns, assessments and payments (currently an amount equal to ten percent (10%) of such tax, such amount not to be less than \$6 or more than \$125) and (iii) interest thereon at the highest legal rate allowed from the date due until fully paid. In the event Lessee does not pay all sums specified above, Lessor has the right, but not the obligation, to pay the same. If Lessor shall so pay any of the

aforementioned, then the Lessee shall remit such amount with the next Payment. In addition, Lessor reserves the right to estimate any taxes to be paid hereunder and to invoice Lessee for said sum prior to such taxes being due to the appropriate authority.

12. TAX TREATMENT: Unless Lessee has a \$1 purchase option or a Put Option, Lessee acknowledges, with respect to each Lease, that Lessor and the consolidated group of which Lessor is a member (all references to Lessor in this section include such consolidated group) intend: (a) to be treated for federal income tax purposes (and to the extent allowable, for state and local tax purposes) as the owner of each System on the relevant Commencement Date; (b) to claim (1) the maximum available accelerated cost recovery deductions for the cost (including installation and delivery) of the System over the number of years indicated on the related Lease by using initially the 200% declining balance method permitted under Section 168 of the Internal Revenue Code of 1986, as amended, and the related regulations ("Code") changing to the straight-line method at such time as will maximize deductions, and the half year convention and no salvage value, unless otherwise required by Code B 168(d)(3)(A); and (2) amortization deductions over the term of the Lease for Lessor's transaction expenses (collectively, "Recovery Deductions"); (c) to claim interest deductions as permitted by the Code on the aggregate interest paid to any lender which may be an assignee or secured party of or with respect to any Lease ("Interest Deductions"); (d) that it will not, under the Code, be required to include in its gross income, for federal income tax purposes, any amount with respect to any improvement, modification or addition made by Lessee to the System; and (e) that, for federal income tax purposes, all amounts included in the gross income of Lessor with respect to each item of the System will be treated as derived from or allocable to sources within the United States. The tax benefits described in this section shall be determined as to the System covered by a Lease based upon the Code (and any applicable state and local tax laws) in effect as of the date of such Lease. Lessee shall indemnify Lessor, its successors and assigns, promptly on demand, from and against any loss, disallowance, recapture, or unavailability of any Recovery Deductions or Interest Deductions claimed by Lessor with respect to any Lease including all interest, penalties, costs and reasonable attorneys' fees, or other damages arising out of or relating to any act or omission of Lessee that is inconsistent with Lessor's intention as set forth above. It is agreed that Lessor shall have sole control of any audit relating to such benefits and that Lessee may, to the extent permitted under applicable law, participate in any such audit, at its own expense, to the extent that any position it takes is not contrary or adverse to that of Lessor. **LESSOR MAKES NO WARRANTY AS TO THE TREATMENT OF THIS AGREEMENT OR ANY LEASE HEREUNDER FOR TAX OR ACCOUNTING PURPOSES.**

13. EVENTS OF DEFAULT: The term "Event of Default" shall mean any one or more of the following: (a) Lessee shall fail to pay any Payment or other sum when due and such failure is not cured within ten (10) days of such due date; (b) Lessee shall fail to perform or observe any of the covenants set forth in Section 10; (c) Lessee shall fail to perform or observe any other covenant, condition or agreement (not otherwise addressed in this Section 13) to be performed or observed by it hereunder or in any Lease and such failure is not cured within thirty (30) days after the date of notice thereof by Lessor to Lessee; (d) Lessee or any guarantor of Lessee's obligations or liabilities hereunder or under any Lease ("Guarantor") shall enter into any transaction of merger or consolidation in which it is not the surviving entity or sell, transfer or otherwise dispose of all or substantially all of its assets; (e) (1) Lessee or any Guarantor shall commence any action: (A) for relief under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors; or (B) seeking appointment of a receiver, custodian or other similar official for it or for its assets or making a general assignment for the benefit of its creditors; or (2) there shall be commenced against Lessee or Guarantor any action of a nature referred to in subsection 13(e)(1)(A) that results in the entry of an order for relief or any such other relief and remains undismissed or discharged for a period of 30 days after the occurrence of such event; (f) Lessee or any Guarantor shall die or (if an entity) liquidate or dissolve itself or be liquidated, dissolved or terminated by statute or otherwise; (g) Any representation or warranty made by Lessee or any Guarantor or otherwise furnished Lessor in connection with this Agreement or any Lease hereunder shall prove at any time to have been untrue or misleading in any material respect; (h) Lessee or any Guarantor defaults on any indebtedness for borrowed money, lease, or installment sale obligation, in each case when any applicable grace period for such obligation has expired and regardless of whether such indebtedness has been accelerated or the applicable lender, lessor or creditor has commenced to exercise any remedy, but only if the indebtedness or other obligations, individually or in aggregate, is in an amount equal to or in excess of \$50,000; (i) Lessee shall be in default, after any grace or cure period, under any Acquisition Agreement or any loan, lease, guaranty, agreement or contract, of which Lessor or any of its affiliates, is a party or beneficiary; or (j) the pledge, transfer, sale or other exchange of a controlling interest in the ownership of Lessee or any Guarantor.

14. REMEDIES: Upon the occurrence of any Event of Default, Lessor may exercise any one or more of the following remedies: (a) Declare the Accelerated Value immediately due and payable and similarly accelerate the balances due under any other Lease and agreements between Lessee and Lessor without notice or demand; (b) Charge Lessee Interest on all monies due Lessor at the rate of eighteen percent (18%) per annum from the date of default until indefeasibly paid in full, but in no event more than the maximum rate permitted by law; (c) Require Lessee to assemble all or any part of the System at Lessee's expense, at a place reasonably designated by Lessor; (d) Remove and take possession of any or all items of System, without demand or notice, wherever same may be located, with or without any court order or pre-taking hearing or other process of law; and (e) exercise any other remedy available to Lessor at law or in equity.

Lessor may, at its option, use, ship, store or repair any or all items of the System so removed and shall sell, lease or otherwise dispose of any such System at a private or public sale. In the event Lessor disposes of the System, Lessor shall give Lessee credit for any sums received by Lessor from the sale or lease of the System after deduction of the expenses of sale or lease with such sums discounted at the implicit rate of interest, if appropriate. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. In addition, Lessee shall be responsible for all costs and expenses incurred by Lessor in the exercise of its remedies hereunder, including without limitation, reasonable attorneys' fees, removal costs and agrees to hold Lessor harmless from and against all claims except those resulting from the gross negligence or willful misconduct of Lessor. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement or any Lease hereunder. A waiver of default shall not be a waiver of any other or subsequent default. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

15. UCC FILINGS AND FINANCIAL STATEMENTS: Lessee authorizes Lessor to file a financing statement or equivalent document (and any and all amendments thereto) without the signature of either the Lessee or the Lessor, and the Lessee hereby ratifies and affirms all such

financing statements filed pursuant to this section. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to do all acts or things which Lessor may deem necessary to protect Lessor's title and interest hereunder. Except for any Lease where the Lessee has a Put Option or a \$1 purchase option, it is the intent of the parties that each Lease is a true lease under the UCC, and the filing of a financing statement under the UCC or other applicable law shall not be construed as evidence that any security interest was intended to be created, but only to give public notice of Lessor's ownership of the System. For any Lease where Lessee has a \$1.00 purchase option or a Put Option or if this Agreement or any Lease hereunder is otherwise deemed to be a security interest, then Lessee grants Lessor a security interest in the System (and all accessions thereto and substitutions therefor) and the proceeds from the sale, lease or other disposition of the System; this security interest secures all indebtedness owing under the Lease and all other leasing schedules, whether now existing or hereafter arising, held by the same Lessor at any given point in time.

16. LESSEE REPRESENTATIONS, WARRANTIES AND COVENANTS: Lessee hereby represents, warrants and covenants to Lessor the following with respect to this Agreement and each Lease as of the Commencement Date thereof that: (a) Lessee is organized and validly existing under the laws of the jurisdiction of its organization, with adequate power and capacity to enter into the Lease and any other documents, instrument or agreement related to a Lease or a System including, without limitation, any Acquisition Agreement (collectively, "Documents") and is duly qualified to do business wherever necessary to carry on its present business, including all states where the System is to be located; (b) all Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained; (d) the entry into and performance by Lessee of its obligations under the Documents will not: (1) violate any judgment, order, law, rule or regulation applicable to Lessee; or (2) result in any breach of, constitute a default under any agreement or contract to which Lessee is a party or result in the creation of any Lien (other than in favor of Lessor); (e) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations and liabilities under the Documents; (f) under the laws of the state(s) in which the System is to be located, the System consists solely of personal property and not a fixture; (g) the Lessee is organized under the laws of the State set forth in the preamble to this Lease and its organization number is as set forth on the signature page to this Agreement; the address stated below the signature of Lessee is the chief place of business and chief executive office of Lessee and has been so for the last five years, and Lessee does not conduct business under a trade, assumed or fictitious name; (h) to provide Lessor with Lessee's financial statements or filed tax returns if its financial statements are unaudited, as soon as available, but not more than 120 days from its fiscal year end; (i) all financial statements furnished will be prepared in accordance with generally accepted accounting principles, consistently applied ("GAAP"); (j) no information contained in the Lease or any other documents or written materials furnished by or on behalf of the Lessee to the Lessor pursuant to the terms hereof or any Lease contains any untrue or inaccurate statement of a material fact or omits to state a material fact necessary to make the statement contained herein or therein not misleading in light of the circumstance under which made; and (k) the Lessee and its subsidiaries have filed all Federal, state and other material tax returns and reports required to be filed, and have paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with GAAP and there is no proposed tax assessment against the Lessee or any subsidiary that would, if made, have a material adverse effect on the Lessee or its ability to perform its obligations under this Agreement or a Lease; and (l) it is Lessee's responsibility to determine under applicable laws, rules and regulations whether or not it is subject to reporting to any state or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others ("Reporting Obligations").

17. MISCELLANEOUS: Any time that Lessor's consent is required under this Agreement such consent shall not be unreasonably withheld. All obligations of the Lessee, if more than one, shall be joint and several. All paragraph headings are inserted for reference purposes only and shall not affect the interpretation or meaning of this Agreement or any Lease hereunder. Lessee will promptly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor from time to time may reasonably request in order to carry out the intent and purpose of this Agreement or any Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder or thereunder. Lessee shall provide not less than 30 days advance written notice to Lessor of any change in its name, address of its chief executive office or its state of organization. Lessee acknowledges and agrees that Lessee, in executing this Agreement and each Lease hereunder, it has relied solely upon the terms, provisions and conditions contained herein and therein, and any other statements, warranties, or representations, if any, by the Provider, or any salesperson, employee, representative or agent of the Provider, have not been relied upon. Lessee irrevocably authorizes Lessor to fill in descriptive information in this Agreement (including Equipment serial numbers) that is left blank and to correct obvious errors in this Agreement or any Lease or any exhibit or attachment thereto. In the event Lessee has Reporting Obligations and provides Lessor with a written notice requesting information regarding payments under any Schedule, Lessor will provide Lessee with a detailed outline of the components of its payment(s) hereunder which may include equipment, service, Lessee's finance terms and other related components related to such Schedule(s) provided that in the event that Lessor does not timely provide Lessee with said components, Lessee shall send a subsequent written notice to Lessor marked to the attention "General Counsel, PMC".

18. NOTICES; CHANGES: Notices, requests or other communications required under the Lease to be sent to either party shall be in writing and shall be by: (a) United States first class mail, postage prepaid, and addressed to the other party at the address specified above (or to such other address as such party shall have designated by proper notice), (b) personal delivery, or (c) overnight delivery by a nationally recognized courier. Any such notice shall be effective when received.

19. STATUTORY FINANCE LEASES; PROVIDER WAIVERS: Lessor and Lessee agree that each Lease is a "Finance Lease" as that term is defined in Article 2A of the UCC. Lessee acknowledges that it selected the System and the Provider thereof, and Lessor has not selected, manufactured or supplied the System. LESSOR HEREBY NOTIFIES LESSEE THAT LESSEE MAY HAVE RIGHTS PURSUANT TO THE CONTRACT WITH THE PROVIDER AND THE LESSEE MAY CON-

TACT THE PROVIDER FOR A DESCRIPTION OF ANY RIGHTS OR WARRANTIES THAT LESSEE MAY HAVE UNDER SUCH CONTRACT. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED LESSEE BY SECTIONS 608 THROUGH 522 OF ARTICLE 2A OF THE UCC.

20. CHOICE OF LAW; WAIVER OF JURY TRIAL: This Agreement and each Lease hereunder shall be binding and effective when accepted by Lessor at its corporate office in Wayne, Pennsylvania, shall be deemed to have been made in Wayne, Pennsylvania and, except for local filing requirements and laws relating to the conflict of laws, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and, as applicable, the Electronic Signatures in Global and National Commerce Act. Lessee hereby consents to and agrees to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania with respect to any provision or dispute arising under this Agreement or any Lease. Lessee agrees that service of process in any action or proceeding may be duly affected upon Lessee by mailing such process via certified mail, return receipt requested or as otherwise provided under applicable law. LESSOR AND LESSEE EACH AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT, ANY LEASE OR ANY SYSTEM.

21. ENTIRE AGREEMENT, NON-WAIVER AND SEVERABILITY: This Agreement and each Lease contain the entire agreement and understanding between Lessee and Lessor relating to the subject matter thereof. No term or provision of this Agreement or any Lease may be modified unless set forth in writing and signed by both parties. LESSEE ACKNOWLEDGES THAT NO PROVIDER NOR ANY SALESPERSON, EMPLOYEE, REPRESENTATIVE OR AGENT OF A PROVIDER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THE ABOVE IS AUTHORIZED TO WAIVE OR ALTER ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT OR ANY LEASE, OR MAKE ANY REPRESENTATION WITH RESPECT TO THIS AGREEMENT, ANY LEASE OR THE SYSTEM ON BEHALF OF LESSOR. Time is of the essence in this Agreement and each Lease hereunder. No waiver by Lessor of any breach or default shall constitute a waiver of any additional or subsequent breach or default by Lessor nor shall it be a waiver of any of Lessor's rights. Any provision of this Agreement or any Lease hereunder which for any reason may be held unenforceable in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement or any Lease hereunder, and any such unenforceability in any one jurisdiction shall not render such provision unenforceable in any other jurisdiction. This Agreement and all of the Leases may be executed in any number of counterparts and by different parties hereto or there-to on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument; provided, however, that to the extent that any Lease would constitute chattel paper, as such term is defined in the UCC as in effect in any applicable jurisdiction, no security interest herein or therein may be created through the transfer or possession of this Agreement in and of itself without the transfer or possession of the original of such Leases and incorporating this Agreement by reference; and no security interest in a Lease may be created by the transfer or possession of any counterpart of such a Lease other than the original thereof, which shall be identified as the document marked "Original" and all other counterparts shall be marked "Duplicate".

IN WITNESS WHEREOF, the parties hereto have caused this Master Lease Agreement to be duly executed by their authorized representatives as of the date first above written. Lessee agrees that an electronic version of this Agreement and/or any delivery and acceptance certificate with electronic signatures may be treated as an original and will be admissible as evidence thereof.

LESSEE SIGNATURE	Legal Name of Corporation or Partnership	
	Cumberland County Hospital System, Inc.	
	Lessee Signature	Date
	X	X
	Print Name	
	Michael Nagowski	
	Title	
	CEO	
	Address	
	1638 Owen Dr.	
City		
Fayetteville		
State		
NC		
Zip		
28304		
Organization ID#		
0168554		
Witness Signature		
X		
Print Name		
X		
Title		
X		
LESSOR	Lessor Signature	
	X	
	Print Name	
	Title	
	For	
	PHILIPS MEDICAL CAPITAL, LLC	
Witness Signature		
X		
Print Name		
Title		

08PHIL684V4

Philips Medical Capital

Certificate of Secretary / Assistant Secretary

PHONE: (866) 514-4PMC • FAX: (866) 516-4PMC

Re: that certain Master Lease Agreement, dated as of December 1, 2011, by and between Cumberland County Hospital System, Inc. ("Debtor") and Philips Medical Capital, LLC ("PMC") and any Schedules related thereto (collectively the "Agreements").

To Whom It May Concern:
I, Anita Davis-Melvin, HEREBY CERTIFY as follows:

1. That I am the Secretary/Assistant Secretary of Debtor, a corporation duly organized under the laws of the State/Commonwealth of North Carolina and official custodian of certain records including the charter, by-laws, and the minutes of the meeting of the Board of Directors of Debtor.

2. That the following is a true and accurate transcript of a resolution duly adopted by the Board of Directors of Debtor at a meeting or by unanimous written consent in accordance with the Debtor's charter and by-laws and that said resolutions have not been amended or revoked and is in full force and effect:

RESOLVED, that Debtor enter into the Agreements with PMC substantially in the form presented to this meeting providing for the incurring of loans or indebtedness and/or the lease or financing by Debtor from PMC of the equipment described in the Agreement; and it is further

RESOLVED, that each of the officers of Debtor hereby are authorized to (a) execute and deliver the Agreements in the name and on behalf of Debtor, either in the form presented to this meeting or with such changes therein as the officer executing the same may approve, such officer's approval and authority to be conclusively evidenced by the execution thereof, such execution to be valid and binding on Debtor with or without the corporate seal of Debtor, (b) carry out the obligations and enforce the rights of Debtor under the Agreements, (c) execute and deliver in the name and on behalf of Debtor such other documents as may be requested or required by PMC in connection with the Agreements including without limitation, agreements with respect to the purchase by Debtor of equipment upon termination of the Agreement, security agreements, and authorizing the filing of financing statements evidencing the security interest of PMC in the equipment, (d) exercise any renewal, purchase, or other option of Debtor, if any, under the Agreements, and (e) take all other action deemed by them necessary or advisable in connection with the foregoing; and it is further

RESOLVED, that the officers of Debtor, and each of them, hereby are authorized from time to time on behalf of Debtor to incur additional loans or indebtedness and/or to lease or finance additional equipment from PMC upon such terms and conditions as the officers, or any of them, shall determine, and in that connection to execute and deliver in the name and on behalf of Debtor such amendments or additional schedules to the Agreements, for further equipment leases or loans, with the same authority in connection with such additional leases or loans as is set forth in the preceding resolutions in respect of the original lease approved at this meeting and it is further

RESOLVED, the Board of Directors hereby ratify and confirm the actions of Debtor taken on or before the date of the Agreements and all actions of those named below in previously executing the documents and entering into the transactions covered by these resolutions.

3. That the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures appearing hereon are the genuine, original signatures of each respectively:

NAME	TITLE	SIGNATURE
Michael Nagowski	CEO	X
		X
		X

In addition, the party set forth below is authorized to execute the delivery and acceptance document on behalf of Debtor:

NAME	TITLE	SIGNATURE
		X

4. That this certification may be relied on by PMC or its successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this X _____ day of X _____, _____.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

(COMPANY SEAL)

SIGNATURE	Secretary/Assistant Secretary Signature X _____
	Print Name <u>Anita Davis-Melvin</u>

05PHIL542v3

Philips Medical Capital

Insurance Information
 1111 Old Eagle School Road, Wayne, PA 19087
 PHONE: (866) 514-4PMC • FAX: (866) 516-4PMC

Please fill in the information below and return this form with your documents.

Lessee Name Cumberland County Hospital System, Inc.			
Equipment Location 1638 Owen Dr.	City Fayetteville	State NC	Zip 28304
Qty	Make	Model	Description see attached Exhibit "A"
Insurable Value			
Name of Insurance Broker			
Contact Name			
Telephone Number		Fax Number	
Name of Insurance Carrier			
Policy (or Binder) #			
Effective Date		Expiration Date	
Amount of Coverage	Property Insurance - not less than the replacement value of the equipment Comprehensive Public Liability - \$3,000,000 per occurrence		

You must maintain the insurance coverage set forth above during the entire term of the lease. This insurance must be in place when the equipment is delivered and may not be reduced or terminated except with 30 days advance written notice to Philips Medical Capital, LLC. "Philips Medical Capital, LLC its successors and/or assigns" must be named as lender loss payee on property insurance for the equipment and Additional-Insured on general and professional liability insurance.

IN WITNESS WHEREOF, the undersigned has entered into this Authorization effective as of December 1, 2011

LESSEE SIGNATURE	Lessee <u>Cumberland County Hospital System, Inc.</u>
	Signature X _____
	Print Name <u>Michael Nagowski</u>
	Title <u>CEO</u>

05PHIL549

Philips Medical Capital

Delivery and Acceptance Certificate
 PHONE: (866) 514-4PMC • FAX: (866) 516-4PMC

LESSEE	Full Legal Name <u>Cumberland County Hospital System, Inc.</u>
	Billing Address <u>1638 Owen Dr.</u> Phone Number <u>9106154758</u>
	City <u>Fayetteville</u> County _____ State <u>NC</u> Zip Code <u>28304</u>

SYSTEM LOCATION	Street Address <u>1638 Owen Dr.</u>
	City <u>Fayetteville</u> County _____ State <u>NC</u> Zip Code <u>28304</u>

With respect to that certain Master Lease Agreement dated December 1, 2011 and Master Lease Schedule No. 01, dated December 1, 2011, related thereto (collectively, the "Agreement"), between Philips Medical Capital, LLC and the above referenced Lessee, Lessee by its signature hereto certifies that it has a reasonable period of time to inspect the System and that each item of the System has been delivered, installed and accepted. In addition, the Lessee agrees that the System and each such item thereof is in good condition and satisfactory for all purposes of the Agreement. The person signing below represents and warrants that he/she is authorized to deliver this document on behalf of Lessee.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____
	Print Name _____
	Title _____
	Date _____
	Legal Name of Corporation <u>Cumberland County Hospital System, Inc.</u>
	THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICE OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED LESSEE.

05PHIL548A

**ADDENDUM NO. 1
TO MASTER LEASE AGREEMENT**

The terms and conditions of this Addendum No. 1 to Master Lease Agreement dated as of December 1, 2011 ("Addendum") are hereby incorporated into the Master Lease Agreement dated as of the same ("Master Agreement") by and between Philips Medical Capital, LLC ("Lessor") and Cumberland County Hospital System, Inc. ("Lessee"). Unless otherwise defined herein, capitalized terms shall have the definitions set forth in the Master Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree to make the following changes to the Master Agreement:

- 1) Section 2 of the Master Agreement is hereby modified by deleting the fifth sentence and replacing it with the following: "Whenever any sum due hereunder is not paid within 15 days of the due date, Lessee agrees to pay to Lessor, on the next due date, a late charge equal to one and one half percent (1.5%) of the amount of any late payment (but not less than \$10.00), but only to the extent permitted by law."
- 2) Section 5 of the Master Agreement is hereby modified by adding the following as an unnumbered paragraph at the end of Section 5:

"In a separate written agreement ("Provider Product Contract") between Lessee and Philips Electronics North America Corporation ("Provider"), Provider has agreed to negotiate in good faith with Lessor to secure a buy-out of product manufactured or provided by the Provider covered under any Lease which has been recalled by the FDA ("Provider Product") in the event Provider is unable to repair or replace such Provider Product as agreed by Provider and Lessee in the Provider Product Contract ("FDA Recalled Provider Product"). In the event Provider is unable to repair or replace such FDA Recalled Provider Product as agreed by Provider and Lessee in the Provider Product Contract, Lessor and Lessee agree to negotiate in good faith with Provider to secure a buy-out payment by Lessee of FDA Recalled Provider Product for an amount that is approximately equal to what the Accelerated Value of such FDA Recalled Provider Product would be had a Casualty occurred in respect of such FDA Recalled Provider Product as provided in Section 9."
- 3) Section 8 of the Master Agreement is hereby modified by deleting the fifth sentence and replacing it with the following: "If Lessee does not have an obligation to purchase the System at the end of the Lease Term, Lessee shall provide written notice to Lessor at least 120 days and not more than 270 days before the end of the Lease Term stating Lessee's commitment to: (a) return the System at the end of the Lease Term; (b) enter into a new lease for the System; or (c) purchase the System at its fair market value."
- 4) Section 9 of the Master Agreement is hereby modified by deleting the third sentence and replacing it with the following: "Lessee shall notify Lessor in writing of any Casualty within 10 days thereof and shall, at the option of Lessor: (a) place the System in good repair, condition and working order; (b) replace the System with a like System in a condition acceptable to Lessor and transfer clear title to or a right to use, as appropriate, such System to Lessor, whereupon such System shall be subject to the Lease and be deemed the System for purposes hereof; or (c) on the due date for the next Payment or upon the expiration of the Lease, whichever first occurs, pay to Lessor the "Accelerated Value which shall equal: (1) the "Stipulated Loss Value" (as may be defined in a Lease, if any) plus all unpaid Payments and other sums then due; or (2) if the Lease does not provide for a Stipulated Loss Value, all unpaid Payments and other amounts then due, plus (A) the total of all future Payments for the entire Lease Term, plus (B) the greater of (i) the Lessor's original estimate of the value of the

System at the end of the Lease Term or (ii) the fair market value of the System at the end of the originally scheduled Lease Term or the agreed upon purchase option price, if any.”

- 5) Section 10 of the Master Agreement is hereby modified by deleting the fifth sentence and replacing it with the following: “Lessor, its successors or assigns, shall be the named lender loss payee (or equivalent) with respect to the property insurance for the System.”
- 6) Section 10 of the Master Agreement is hereby modified by deleting the last two sentences.
- 7) Section 11 of the Master Agreement is hereby modified by deleting the second and third sentences and replacing them with the following: “Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against; provided, however, that the failure to deliver such prompt notice shall not release the Lessee from any of its obligations to indemnify hereunder except to the extent that such failure materially prejudices Lessee’s legal position. After the Lessee has provided a written acknowledgment of its obligation to indemnify hereunder, Lessee shall be entitled to control the defense of a claim with counsel consented to by Lessor, which consent shall not be unreasonably withheld, so long as no Event of Default (as hereinafter defined) is outstanding and such claim does not seek material relief against any Indemnitee or its property (other than the System).”
- 8) Section 11 of the Master Agreement is hereby modified by deleting the ninth sentence and replacing it with the following: “Lessee shall pay Lessor on demand as additional payment for each System the amount of the personal property tax required to be paid by Lessor as owner of such System.”
- 9) Section 13(a) of the Master Agreement is hereby modified by deleting the section and replacing it with the following: “(a) Lessee shall fail to pay any Payment or other sum when due and such failure is not cured within fifteen (15) days of such due date;”
- 10) Section 14(d) of the Master Agreement is hereby modified by deleting the section and replacing it with the following: (d) Remove and take possession of any or all items of System, with or without any court order or pre-taking hearing; and;”
- 11) Section 14 of the Master Agreement is hereby modified by deleting the third sentence and replacing it with the following: “In the event Lessor disposes of the System, Lessor shall give Lessee credit for any sums received by Lessor from the sale or lease of the System after deduction of reasonable expenses of sale or lease with such sums discounted at the implicit rate of interest, if appropriate.”
- 12) Section 15 of the Master Agreement is hereby modified by deleting the second sentence.
- 13) Section 17 of the Master Agreement is hereby modified by deleting the seventh sentence and replacing it with the following: “Lessee authorizes Lessor to fill in descriptive information in this Agreement, such as Equipment serial numbers, that is left blank.”
- 14) Section 17 of the Master Agreement is hereby modified by adding the following to the end of the section: “The parties acknowledge and agree that the mutual promises and other consideration set forth in this Agreement represent a fair market value exchange, negotiated in an arm’s length transaction, and not determined in a manner which takes into account the volume or values or referrals or other business generated between the parties. Nothing in this Agreement, whether written or oral, contemplates or requires the referral of any patient by either party to any particular hospital or provider.”

- 15) Section 18(a) of the Master Agreement is hereby modified by deleting the section and replacing it with the following: "(a) United States first class mail, postage prepaid, and addressed to the other party at the address specified above (or to such other address as such party shall have designated by proper notice) (in the case of any notices to Lessee of an Event of Default, a copy will also be sent to the attention of Legal Services at the same address listed above),"
- 16) Section 20 of the Master Agreement is hereby modified by deleting the first and second sentences and replacing them with the following: "This Agreement and each Lease hereunder shall be binding and effective when accepted by Lessor at its corporate office in Wayne, Pennsylvania, shall be deemed to have been made in Wayne, Pennsylvania and, except for local filing requirements and laws relating to the conflict of laws, shall be governed by and construed in accordance with the laws of the State of North Carolina. Lessee hereby consents to and agrees to the non-exclusive jurisdiction of the courts of the State of North Carolina with respect to any provision or dispute arising under this Agreement or any Lease."
- 17) Section 20 of the Master Agreement is hereby modified by deleting the last sentence
- 18) In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Master Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

Dated: _____

Cumberland County Hospital System, Inc.

By: _____

Print name: Michael Nagowski

Title: CEO

Dated: _____

Philips Medical Capital LLC

By: _____

Print name: _____

Title: _____

MASTER LEASE SCHEDULE No. 01

LESSEE: Cumberland County Hospital System, Inc.

This Master Lease Schedule No. 01 ("Lease Schedule"), dated November 14, 2011, constitutes an independent lease incorporating the terms and conditions of the Master Lease Agreement ("Agreement"), dated November 14, 2011 by and between PHILIPS MEDICAL CAPITAL, LLC ("Lessor") and Lessee. All capitalized terms in this Lease Schedule shall have the meanings ascribed to them in the Agreement. To the extent that the terms of this Lease Schedule conflict with the terms of the Agreement, the terms of this Lease Schedule shall control. Lessee hereby acknowledges and certifies that (i) the System and each item thereof described below or in any exhibit attached hereto was selected by the Lessee, (ii) the Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each item of the System, (iii) as between the Lessor and the Lessee, each such item is of a size, design, capacity and manufacture acceptable to and suitable for Lessee's need; and (iv) as of the Commencement Date, each item of the System has been delivered and inspected by Lessee, is in good working order, repair and condition and that Lessee unconditionally and irrevocably accepts the System and each item thereof for lease hereunder.

1. System Description: Items of Equipment, Software and Maintenance: Philips Brilliance iCT SP as described on quote 1-SSQZXR

2. Provider Name & Address: Philips Medical Systems

3. System Location: 1638 Owen Dr. Fayetteville, NC 28304 (only if different from address in Agreement).

4. Lease Term: 44 months starting the first day of the first full month after the "Commencement Date" (as defined below). Nevertheless, the Lease Term shall automatically renew for an additional 12 months upon payment terms then in effect unless Lessee notifies Lessor not less than one hundred and twenty (120) days and not more than two hundred and seventy (270) days prior to the last day of the Lease Term ("Term Expiration Date") that it is going to return the Equipment and returns the Equipment on Term Expiration Date. Thereafter, the Lease Term shall extend for additional three (3) month periods until Lessee has returned or purchased the System as provided for hereunder. For the purposes of this Lease Schedule, the Commencement Date shall mean the earliest to occur of: (i) the date on which the System is Available for First Use (as hereinafter defined); (ii) the date on which the Lessor shall have received telephonic confirmation from the Lessee that the System has been accepted; or (iii) execution by Lessee of a Delivery and Acceptance Certificate. As used herein, "Available for First Use" shall mean that the System is available for first patient or clinical use. It is agreed that if the appropriate Provider represents to Lessor that a System has been installed and is available for first patient or clinical use, such representation shall, as between Lessor and Lessee, constitute a definitive determination that such System is "Available for First Use."

5. Payments:

(a) Payment: 44 equal consecutive monthly payments in the amount of \$18,048.44 plus all applicable taxes due on the first day of each month during the Lease Term and the same day of each month thereafter with a final payment of all sums due and owing hereunder on the Term Expiration Date. 794,131

(b) Changes in Payment: The Payment amount is based on an interest rate equivalent to that of Interest Rate Swaps as quoted by the Federal Reserve at <http://www.federalreserve.gov/releases/H15/update> that would have a repayment term equivalent to the Lease Term (or Lessor may use an interpolated rate if a like-term is not available), as reasonably determined by Lessor ("Swap Rate") and on Lessor's estimated value of the System at the Term Expiration Date (the "Projected Value"). The Payment shall be adjusted upward by Lessor to reflect any change: (i) in the Swap Rate set forth in the most recent proposal delivered by Lessor to Lessee and accepted by Lessee, and the Swap Rate in effect on the Commencement Date; and (ii) in the Projected Value due to market conditions if the Commencement Date does not occur within ninety (90) days of the date first set forth above.

(c) Advance Payment: \$0.00 plus all applicable taxes (1st Payment unless otherwise described in this subsection).

6. Security Deposit and Fee: Lessee will provide Lessor with a security deposit of \$0.00 as security for its obligations hereunder and pay Lessor a processing fee of \$500.00 for Lessor's documentation, UCC-1 financing statement filing and other administrative costs. Any security deposit is non-interest bearing and may be commingled by Lessor. Lessor may apply any security deposit upon an Event of Default and Lessee shall promptly restore any amount so applied. If Lessee is not in default on the Term Expiration Date, then Lessor shall return any security deposit not applied to Lessee without interest.

7. Fair Market Value Purchase Option: So long as no Event of Default exists, Lessee may, not less than one hundred and twenty (120) days and not more than two hundred and seventy (270) days prior to the Term Expiration Date, elect to purchase all, but not less than all, of the System for a purchase price equal to the fair market value of the System as of the Term Expiration Date. For the purposes of this Lease Schedule, fair market value of the System will equal the price a willing buyer would pay and a willing seller would accept (neither buyer or seller being under compulsion to act) for the System as installed, in continued use, giving due consideration to its replacement cost, as determined by Lessor in its sole discretion, but which shall not exceed \$137,291.17 plus all applicable taxes. Upon receipt by Lessor of the purchase price and all other sums due hereunder on or about the Term Expiration Date, Lessor shall convey title to the System to Lessee free and clear of all liens and encumbrances arising through Lessor but otherwise "As Is" and "Where Is" and without warranty of any kind, including the warranty of fitness for a particular purpose and of merchantability. Lessee shall pay all taxes attributable to any sale other than net income taxes imposed on any gain recognized by Lessor as a direct result of such sale.

8. Return of System: Upon the expiration or other termination of the term of this Lease Schedule and unless the System is purchased by Lessee, Lessor shall be responsible for any dismantling, rigging, packing and shipping of the System at such time so long as: (i) Lessee is not in default hereunder, (ii) the location of the System does not change from the System Location set forth above and (iii) the System Location is not altered in a manner after the date of the initial installation of the System that will increase the costs of dismantling, rigging or packing and shipping the System in any material manner. Lessee shall be responsible for all other costs of returning the System that are not the responsibility of Lessor, if any.

In Witness Whereof, the parties hereto have executed this Master Lease Schedule No. 01 as of the date first set forth above.

Cumberland County Hospital
System, Inc.

Philips Medical Capital, LLC

By _____

Lessor Signature _____

Print Name Mike Nagowski

Print Name _____

Title CEO

Title _____

Witness Signature _____

Witness Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

PHILIPS HEALTHCARE
 22100 Bothell Everett Highway
 P.O. Box 3003
 Bothell, Washington 98041-3003
 Tel: (800) 722-7900



Quotation #: 1-SSQZXR	Rev: 6	Effective From: 16-Sep-11	To: 28-Sep-11
Presented To: CAPE FEAR VALLEY MEDICAL CENTER 1638 OWEN DR FAYETTEVILLE, NC 28304		Presented By: Bryan Starling <i>Account Manager</i> Steve Weiss <i>Regional Manager</i>	
Tel:		Tel: (888) 564-8643	
Alternate Address:		Fax: (678) 924-6003	
		Tel: (678) 924-6087	
		Fax: (678) 924-6003	
Date Printed: 16-Sep-11			
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>
	100029 Brilliance ICT SP	1	\$915,274.48
Equipment Total:			\$915,274.48

Solution Summary Detail

<u>Product</u>	<u>Qty</u>	<u>Each</u>	<u>Monthly</u>	<u>Price</u>
100029 Brilliance ICT SP	1	\$915,274.48		\$915,274.48

Buying Group: PREMIER PURCHASING PARTNERS L P **Contract #:** PP-IM-098

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. Philips' standard Terms and Conditions of Sale, attached to the Quotation solution, will also apply, to extent they do not conflict with the terms and conditions of the agreement referenced by the Buying Group/Contract Number. 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 0% Down, 80% Upon Delivery, 20% Due When the Product is Available for First Patient Use, Net due upon receipt

Total Equipment Cost per Quote:

CT Cost \$915,274.48 + Trade-in amount \$158,000.00 (shown on page 19) = \$1,073,274.48

Per language on page 19 and 20, de-installation of trade-in included in product price.

100029 Brilliance iCT SP

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
1	**NNAC226	Brilliance iCT SP Configuration	1
		Brilliance iCT SP Configuration	

The Brilliance iCT SP has been configured with a powerful combination of 100kw x-ray generation and 0.3 second rotation time aimed at shortening total scan times, improving the patient's experience, and streamlining workflow. Founded upon Essence and Brilliance iCT platform technologies, the SP has been designed to deliver reliable and efficient operation for routine and advanced clinical applications.

Key benefits include:

- Performance enhanced for routine and emerging applications.
- Life-cycle benefits through a scalable hardware and software platform.
- DoseWise including iDose4 to reduce dose while maintaining diagnostic image quality.
- Patient specific acquisition protocols balance image quality and dose utility.
- DE Ready to support new discoveries in CT imaging through dual energy acquisition and analysis.

The Brilliance iCT configuration includes:

- Essence and intelligent technologies:
 - iMRC X-ray tube with segmented anode, double-supported spiral groove bearing and Smart Focal Spot
 - Nano-Panel detector technology
 - RapidView Reconstruction with quad-core processors and FastPreview
 - AirGlide Gantry with air-bearing technology to achieve rotation speeds up to 220 revolutions per minute
- 128 Slices (Smart Focal Spot)
- 4cm Coverage (64 Channels)
- Up to 0.3 second Rotation Speed
- Up to 100kW Generator
- Breathing Lights
- Eclipse DoseRight Collimator
- Dual Energy Imaging and Analysis Licenses (requires optional EBW)
- Rate Responsive CV Toolkit for Brilliance iCT SP
- AVA Stenosis for Console
- Infant Calibration Phantom

The flexibility of this high performance scanner includes features designed to automate clinical exams, ease through reconstruction and post-processing, and aid in accuracy of diagnoses. Above all, the speed and usability of the Brilliance iCT SP configuration positively impacts everyday workflow and increases patient throughput throughout the entire workflow process:

- Patient handling and setup

100029 Brilliance iCT SP

Line #	Part #	Description	Qty
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- Scan and image acquisition
- Dose management
- Reconstruction and display
- Post-processing and communication

Philips has created a comprehensive package of Brilliance CT ScanTools containing advanced components and productivity features that make workflow smooth and easy. From start to finish, they provide everything necessary to streamline routine imaging studies.

ScanTools Pro is a supplemental set of tools that improve productivity, workflow, and diagnostic confidence even further. ScanTools Pro includes features like DICOM Modality Worklist, Split Study, Prefetch Study, Automatic Procedure Selection, Bolus Tracking, Spiral Auto Start, Organ ID, DVD Archive, CD Writer, and Dual Monitor Configurations.

CT User Environment

Brilliance Workspace

The Brilliance Workspace user environment is flexible and available wherever it is needed. Designed in collaboration between Philips and its customers, it is a powerful set of CT applications that improves productivity by working the way a user does. Users can do all of their planning, scanning, visualization and archiving in a simple, easy-to-use graphical user interface (GUI) that is harmonized across Philips Healthcare.

Guided Flow

Logical Guided Flow graphical user interface increases productivity through ease-of-use features:

- Features and functions are visible, not hidden.
- Most common operations are shown most prominently.

A top-level workflow bar directs the user along important tasks and provides non-linear movement between functions without losing any current work. This provides the user with maximum flexibility for viewing, performing applications, filming or reporting.

Patient handling and setup

Philips' "Design for Life" approach provides high levels of flexibility for users and comfort for patients. Philips helps improve productivity during patient handling and setup through a variety of features, making patients more comfortable and making technologists' jobs easier.

Breathing Lights

Patient Aperture Panel

Visual display of breathing instructions coordinated with recorded breath hold instructions (Auto Voice) to improve the patients experience and compliance.

Gantry

Scan Control Panel

Touch screen controls and displays for patient couch elevation and stroke are located on both sides of the gantry using color LCD displays on the front and tactile displays on the rear.

Scan Control Box (ScanTools)

Gantry and patient couch controls and displays are located conveniently at the operator's console. Additional functions include emergency stop, intercom, and scan enable/pause buttons.

100029 Brilliance ICT SP

Line #	Part #	Description	Qty
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		Gantry Aperture: 700 mm diameter	
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AutoVoice (ScanTools)

A standard set of commands for patient communication: before, during and after scanning.

Multi-lingual AutoVoice (ScanTools)

Commands for patient communication in multiple languages including: English, French, Spanish, Italian, Japanese, Hebrew, Arabic, Russian and Georgian. Also provides the ability to record customized messages - up to 25 seconds per message.

Intercom System: Two-way intercom allows patient monitoring and communication.

Table Accessories (ScanTools)

From extra padding to optimal support, these table accessories prevent fatigue and discomfort and give both patients and technologists a sense of security: patient restraint kit, table extension, standard head holder, table pad, IV Pole, arm rests, cushions, and pads.

Infant Calibration Phantom

The Infant Calibration Phantom is a Philips exclusive tool used to calibrate system parameters (HCOR) to optimize the system for scanning infants.

Scan Planning

The Brilliance Workspace provides intuitive registration and easy entry of patient information and clinical procedure selection, using anatomic graphical display and sample images.

Expert Protocol Planning (ScanTools)

Tailor protocols to meet specific needs via a selection of parameters optimized for certain studies.

Preset Post-processing (ScanTools)

User-defined presets improve workflow, by automatically opening the relevant post-processing applications for a specific type of exam. For example, automatically launching CTA studies in MIP or spine studies in MPR.

Surview Plan

Planning via interactive mouse control of multiple, independent acquisition series of any type on Surview image

Scan length: up to 1750 mm

Scan width: 500 mm

Dual Surview Planning (ScanTools)

Planning patient scans with two survivals provides flexibility in exam planning and execution, and also avoids repeat scans.

Manual Scan

Places slice-by-slice scans under operator control with on-line or off-line reconstruction, background image archiving to local or remote storage devices. At any time, the operator is able to switch from automatic to manual scan and back.

Automatic Scan

Enables automatic execution of pre-planned studies, with concurrent, on-line or off-line reconstruction, background image archiving to local or remote storage devices, without operator intervention.

Productivity Tools

QuickStart (ScanTools)

100029 Brilliance iCT SP

Line # Part # Description Qty

Brilliance CT scanners have an efficient start-up sequence that allows scanning to begin within five minutes after turning the system on.

QuickSetup (ScanTools)

System utilities such as quality assurance tools and service functions are readily available with a single mouse click.

DICOM® Modality Worklist (ScanTools Pro)

Provides HIS/RIS interface through DICOM Modality Worklist service class; enhances clinical workflow by importing patient demographics and study information from an information management system.

DICOM® MPPS

Provides performed exam information (start/end/info) to HIS/RIS using DICOM MPPS (Modality Performed Procedure Step) service.

Split Study (ScanTools Pro)

Many times multiple orders or accession numbers are generated for a patient's CT scan that require only a single scan acquisition. In these instances Philips' Split Study feature allows the user to virtually split the acquisition so that proper accession numbers are assigned to specific areas of the scan acquisition (i.e. chest slices to the chest accession number, etc.) and billing and tracking is completed accurately and appropriately. By assigning the accession numbers quickly and easily during scan setup, scan information is matched accurately in all subsequent steps (matching, reporting, archiving, billing, etc.). Philips' Split Study reduces error and improves workflow efficiency.

Prefetch Study (ScanTools Pro)

This feature searches the database (PACS) for previous patient studies (CT, MR, CR, RF). After location and selection, these studies are then sent to the background of the configurable destination (e.g., Extended Brilliance Workspace).

Automatic Procedure Selection (ScanTools Pro)

Maps the procedure selection from the HIS-RIS with individual scan protocol(s) from the Brilliance CT scanners, simplifying the scanning process. Only the most relevant scan protocol(s) for any requested procedure are shown to the user, ensuring that only the desired scanning procedures are performed. This is especially useful for infrequent users of the CT scanner.

Scan and image acquisition

Reliable, maximized system performance allows clinicians to remain focused on patient care. Brilliance CT is perfectly balanced, combining power and flexibility that maximizes image quality, speed and throughput while lowering patient dose.

System: Rotate-rotate architecture with optimized geometry for low dose imaging.

Generator

The Brilliance iCT generator uses modern, low-voltage slip ring technology to provide a constant high voltage to the CT x-ray tube assembly. Higher mA at 1mA increments improves image quality, optimizes image noise and dose, and decreases gated imaging artifacts.

Output capacity: Up to 100 kW

kV selections: 80, 100, 120, 140 kVp

100029 Brilliance iCT SP

Line #	Part #	Description	Qty
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mA selections: 10 to 850mA (1,000 mA optional)

iMRC X-ray Tube

The instantaneous heat management demands of volume imaging calls for an exceptional tube and resilient anode. With its patented segmented anode, double mounted spiral groove bearing design, Philips' iMRC tube manages high instantaneous heat loads and dissipates heat as rapidly as it is collected, with focal spot stability designed to maximize image quality at the fastest gantry rotation speeds.

Motion-free focal spot guarantees optimized image quality.

Unique 100mm, double supported, spiral groove bearing improves focal spot stability.

- Absolute noiseless design calms patients.
- 3rd generation tube technology built on proven record of performance and reliability.

Focal Spot:	Smart Focal Spot (X-DFS & Z-DFS)
Anode Rotation Speed:	10,800 RPM
Focal spot (IEC):	0.6mm x 0.7mm (small) 1.1mm x 1.2mm (large)

Smart Focal Spot (SFS)

Smart Focal Spot builds upon Dynamic Focal Spot (ScanTools) to double the in-plane and longitudinal data sampling density from the detectors effectively doubling the number of detectors and provides high spatial resolution in axial and spiral scanning.

Detector

Detector design is fundamental to the objective of acquiring high quality images while minimizing patient dose. Unlike single matrix detectors that simply sum elements, Philips designs configuration-specific detectors that minimize the separation between elements to always provide the highest geometric detector efficiency. Direct-to-digital signal conversion with TACH technology reduces dose and improves image quality.

Material:	Solid State - High Performance Multislice Ceramic
Slip Ring:	5.3 Gbps transfer rate
Slice Collimation:	(2x0.625), 64x1.25, 64x0.625, 32x2.5, 20x0.625 (UHR)

Image Quality

Spatial Resolution	
Ultra-high mode:	24.0 lp/cm @ cut-off (ScanTools)
High mode:	16.0 lp/cm @ cut-off
Standard mode:	13.0 lp/cm @ cut-off

Low Contrast Resolution:	4.0 mm @ 0.3% as measured on the 20 cm CATPHAN phantom
Absorption Range:	-1024 to +3071 Hounsfield units

Scanning Modes

Spiral Scanning

- Multiple contiguous slices acquired simultaneously with continuous table movement during scans.
- Multiple, bi-directional acquisitions
- Spiral pitch: 0.07 to 1.5 (user selectable)

Axial Scanning

100029 Brilliance iCT SP

Line #	Part #	Description	Qty
		<ul style="list-style-type: none">• Multiple-slice scan with up to 256 slices acquired simultaneously (via Smart Focal Spot) with incremental table movement between scans• Fused modes for reconstructing partial volume artifacts free thick slices from thin slice acquisition	

Scan Times

0.3 to 1.5 seconds for full 360° scans (0.27 optional).

Test Injection Bolus Timing (ScanTools)

This feature establishes the optimum delay time for contrast injection. By using a test injection, a real-time graph of the enhancement in the selected region of interest is displayed. The delay time is then selected to provide optimal peak contrast enhancement and reduced contrast usage - ideal for CTA.

Bolus Tracking (ScanTools Pro)

This automated injection planning technique permits the user to monitor actual contrast enhancement and initiate scanning at a pre-determined enhancement level. Combine with SAS for full automation and efficacy.

Spiral Auto Start (ScanTools Pro)

Spiral Auto Start integrates the injector with the scanner, allowing the technologist to monitor the contrast injection to check for extravasation, and to initiate and stop the scan (with the pre-determined delay) while in the scan room.

NOTE:

- Costs to upgrade an approved injector and any cabling is the responsibility of the user.
- Compatible with most Medrad E-Z-EM and Tyco injectors

Dose Management

Philips' DoseWise philosophy is a set of principles and practices that ensures the best possible outcomes with minimal risk to patients and staff. Brilliance CT systems employ a number of features that help provide extremely high dose efficiency.

DoseRight ACS (Automatic Current Selection) (ScanTools)- Optimizes the dose for each patient based on the planned scan by suggesting the lowest possible mAs settings to maintain constant image quality at low dose throughout the exam.

DoseRight DDOM (Dynamic Dose Modulation) (ScanTools)- Automatically distributes or controls the tube current, increasing the signal over larger areas of attenuation (shoulders, hips, etc.) and decreasing signal over small areas of attenuation.

DoseRight ZDOM (Dynamic Dose Modulation) (ScanTools)- Automatically distributes or controls the tube current, decreasing the signal over thinner areas of attenuation (head, neck, etc.) along the z-axis.

Eclipse DoseRight Collimator – Lowers delivered dose by eliminating start of scan and end of scan radiation not contributing to image formation in spiral scanning.

Dose Displays

- Volume CTDI (CTDIvol) (ScanTools)
- Dose Length Product (DLP) (ScanTools)
- Dose Efficiency (ScanTools)

Line #	Part #	Description	Qty
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Dedicated Pediatric Protocols (ScanTools)

Developed in collaboration with top children's hospitals, Brilliance age and weight-based infant and pediatric protocols ensure the best clinical results with minimal dose.

iDose4, an output of Philips' DoseWise philosophy, is an advanced fourth generation iterative reconstruction technique designed to maintain critical image quality aspects of low-contrast detectability and spatial resolution while enabling dramatically lower dose levels. *iDose4* complements other proven dose reduction techniques available on Philips CT scanners to improve image quality and / or lower radiation dose acquisitions beyond those previously achievable through conventional filtered back-projection techniques.

iDose4 is easy to use. The operator simply plans the scan as they normally would. *iDose4* does the rest, automatically preparing images for review from lower radiation dose exposures. *iDose4* generates a statistical noise model and a structural model of the anatomy to iteratively remove noise while preserving morphological information. The *iDose4* comparative dual model (noise & anatomic) technique balances image quality, dose reduction, full dose appearance, and workflow. Giving you the information you need, quickly and efficiently and making it possible to see pathology and structural detail typically hidden by excessive noise due to photon attenuation and low dose imaging in under a minute.

Reconstruction and Display

RapidView IR Reconstruction (ScanTools)

RapidView IR reconstruction is the result of years of advanced research, and was designed specifically to satisfy the performance requirements and processing power needed to seamlessly integrate *iDose4* into your department. RapidView provides dramatic improvements in workflow by displaying images at breakthrough rates, regardless of acquisition speed or reconstruction parameter. The RapidView system employs true cone beam reconstruction algorithms and Philips-patented back projection hardware to provide the user with the images they desire, along with best-in-class reconstruction speeds, without compromise in image quality.

Reconstruction Rate: Up to 20 images per second with *iDose4*

Reconstruction Rate: Up to 33 images per second without *iDose4*

ConeBeam Reconstruction Algorithm - COBRA (ScanTools)

Philips' multi-patented Cone Beam Reconstruction Algorithm (COBRA) enables true three-dimensional data acquisition and reconstruction in both axial and spiral scanning. This avoids and/or corrects artifacts present in reconstruction by reducing pixel to noise ratio, resulting in superior multislice image quality.

Reconstruction Modes

- Concurrent: Axial and spiral modes - image reconstruction concurrent with acquisition
- Off-Line (batch): Background image reconstruction of user-defined groups of raw data files with automatic image storage.

100029 Brilliance iCT SP

Line #	Part #	Description	Qty
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Fast Preview (ScanTools)

Provides immediate interrogation of acquired data through realtime, contiguous 5mm x 5mm images during acquisition.

Add Reconstruction (ScanTools)

Enables quick and easy unplanned or modified reconstructions of part or all of the images prospectively or retrospectively planned.

Reconstruction parameters

Any study can be set up to automatically reconstruct using various reconstruction parameters. Exams can be tailored online while planning the scan, or during off-line recon. Up to six different reconstruction assignments are possible for each study. Image reconstruction parameters include image matrix, filters, enhancements, zoom and pan, and archive.

Ultra High Resolution Matrices (ScanTools Pro)

Exclusive to Philips, 768 x 768 and 1024 x 1024 image reconstruction matrices display all of the high-resolution data acquired in applications, such as inner ear, spine and high-resolution lung imaging. As resolution increases, larger matrices are required to display the full resolution for the reconstructed field of view.

UltraImage (ScanTools)

UltraImage includes proprietary pre- and post-processing hardware and software for enhanced visualization of soft tissue structures. UltraImage significantly improves image quality for the most accurate representation of even the most difficult to image anatomic areas, such as the bone-brain-air interface in neurological exams. The full clinical impact of UltraImage is best appreciated in the brain, long bones, spine, pelvis or shoulder, where subtle, soft tissue structures can be obscured by adjacent high contrast bone.

Adaptive Filtering

Adaptive filters reduce pattern noise (streaks) in non-homogenous bodies, improving overall image quality.

Post-processing and communication

Image Processing (ScanTools)

The interactive image viewer is designed for fast, efficient and simple image review and filming purposes. Images can be handled individually or in user-selected groups.

- Image viewer window: Displays a single image or a selection of images.
- Zoom & Pan: Magnification from 0.8 to 10 times
- Scroll Bar, Leaf and Cine, Invert Image, Image Parameters Display

Ogan ID (ScanTools Pro)

Automatically isolates lung images for better viewing, including lung limit detection, zoom and pan setting, lung windowing, image enhancement, and image filming.

Image Graphics (ScanTools)

To help interpret clinical images, a variety of text and graphic aids can be individually positioned and manipulated with the mouse:

- Text annotation
- Cursors for pixel value measurements.

100029 Brilliance iCT SP

Line #	Part #	Description	Qty
		<ul style="list-style-type: none">Regions of Interest (ROI) - elliptical, rectangular, curved or freehand, with instantaneous calculation and display of area, average pixel value and standard deviation. Values of several ROIs may be added or subtracted.Lines, grid and scales for distance measurements, curved and freehand lines for measuring any shape.Arrows for pointing to features.Angle measurements.Histogram of pixel values in a user-defined region of interest.Profile of the pixel values along any line.Grid with adjustable spacing for distance assessment	

Window Control (ScanTools)

- Eight user-defined preset windows provide fast and convenient window setting. Mouse-driven fine adjustments of the window center and width enable optimal image viewing
- Highlight Window: paints user-defined range of CT densities in color.
- Double Window: Simultaneous displays two independent CT density ranges on the same image, i.e. thorax slice with lung and mediastinum windows
- Invert Window: Ability to toggle between negative and positive image.

Host Computer

Computer Architecture: Windows XP Dell Precision host computer
Main Memory: 4.0 GB RAM

Display Monitor

Dual Monitor Configuration (ScanTools Pro)

Expands the Brilliance workspace by utilizing two flat panel monitors side-by-side. The left monitor is utilized for scanning operations while the right is used for post-processing activities. These high-resolution, flat panel LCD, color monitors save space and weight when compared to conventional CRT-based monitors.

Post-Processing Analysis Tools

SlabViewer (ScanTools)

MPR- Multiplanar Reformation (ScanTools)

Maximum or Minimum Intensity Projection (MIP) (ScanTools)

3-D SSD Reconstruction (ScanTools)

MasterCut (ScanTools)

With the MasterCut feature, MPR (Multiplanar Reformatting) curved cuts along vascular structures can be defined on Maximum Intensity Projection (MIP) or volume rendered images to display panoramic and cross-sectional views that accurately visualize the vasculature.

RelateSlice (ScanTools)

RelateSlice is a Philips-exclusive tool provided in Volume Rendering, 3-D SSD, MIP, and MPR, that correlates the axial image to a user-selected location on multiplanar views and renderings. RelateSlice makes it easy for a user to compare the axial image to its post-processed presentation, improving the user's productivity and diagnostic confidence.

Masterlook (ScanTools)

An automated real-time image enhancement, or smoothing, that can be defined for up to three independent density ranges, such as lung, soft tissue and bone.

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Line #	Part #	Description	Qty
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3-D Small Volume Analysis (ScanTools)

3-D Small Volume Analysis permits tumor or nodule characterization with respect to growth rates within the 3-D application. This tool uses automatic segmentation for help in identifying a solitary nodule or tumor (early staging of lung cancer), and measures volumetric parameters such as nodule volume, long axis, and short axis for follow-up purposes.

Q-CTA - Quantitative CT Measurement Tool Package (ScanTools)

Q-CTA is a tool kit for quantitative measurements of anatomic structures, such as vasculature pathology from 2-D, 3-D or volume-rendered images.

Volume Rendering (ScanTools)

Philips advanced volume rendering 3-D visualization software provides unique simultaneous visualization of vasculature, soft tissue and bone. Unlike conventional 3-D or MIP, volume-rendering visualization offers real time interactive control over opacity and transparency values. This permits viewing through and beyond surrounding structures, such as metallic stents and arterial calcifications, and virtually eliminates the need for organ segmentation.

Image Management and Archiving

Image archiving is organized according to the DICOM 3.0 hierarchical model, in a DICOM 3.0 compliant image format. Loss less image compression/decompression algorithm is used during image storage/retrieval to/from all local archives. Images can be auto-archived to selected archive media.

292 GB Hard Disk:

Image Storage Capacity: 512 X 512 Image Matrix = 500,000 typical number of uncompressed images.

DVD-RAM:

Image Storage Capacity: 512 X 512 Image Matrix = 15,000 typical number of compressed images per side.

CD Writer:

Image Storage Capacity: 512 X 512 Image Matrix = 1,200 typical number of uncompressed images

DVD RAM Archive

Philips DVD-RAM solution is an archive solution for storing CT and other modality datasets archived from the Brilliance CT Scanner. The DVD-RAM solution provides an inexpensive, reliable method for high-speed random access recording. Ideally suited for mass storage.

DICOM CD Writer

A DICOM CD Writer option stores DICOM images and associated image viewing software on very low cost CD media. Images on these CDS can be viewed and manipulated on PC meeting the minimum specifications. Ideally suited for individual result storage and referring physician support.

Filming

This function allows the user to set up and store filming parameters. Pre-stored protocols can be set to include auto-filming. The operator can film immediately after each image, at the end of a series, or film after the end of a study and review images before printing. The operator can also automatically film the study at three different windows and incorporate "Combine Images" functionality to manage large datasets. Basic monochrome and color DICOM print capability are supported.

DICOM

Brilliance Workspace supports DICOM connectivity and can work with DICOM 3.0-compliant

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Line #	Part #	Description	Qty
		PACS, scanners, workstations, and printers. It supports IHE requirements for Scheduled Workflow and other integration profiles as defined in IHE Statement. Brilliance Workspace includes DICOM service classes to communicate with the following modalities:	

- CT
- MR
- Nuclear Medicine including PET/CT
- Computed Radiography
- Radiography & Fluoroscopy (R&F)

Brilliance Workspace includes the following DICOM functionality:

- Storage Service Class User & Provider (CT, MR, NM, Secondary Capture)
- DICOM Print User
- DICOM Modality Worklist User
- Query/Retrieve User and Provider
- Modality Performed Procedure Step User
- Storage Commitment User
- Removable Media

Siting information

Power Requirements

- 380 - 480 VAC at 225 kVA and 50/60Hz
- Three-phase distribution source

Computer cabinets are included.

DE Ready

Philips' commitment to deliver pioneering applications of CT continues through the integration of an advanced Dual Energy imaging package. The Dual Energy imaging package provides the software needed to ready the Brilliance iCT scanner to perform spectral analysis. Simply configure the iCT with an Extended Brilliance Workspace (option) and begin your exploration of new imaging frontiers.

DE Ready includes:

- Dual Energy scanning protocol on Brilliance iCT
 - Acquisition and reconstruction of sequential 140kVp and 80kVp scan series
- Dedicated spectral analysis viewing and CT reporting applications
 - Spectral analysis of Dual Energy image series from Brilliance iCT
 - Separation and analysis of materials such as bone, iodine and uric acid may be possible using sophisticated registration, segmentation and quantification algorithms when configured with an optional extended Brilliance Workspace (sold separately).
- CT Reporting software license
 - Provides reporting capabilities of clinical including key images and results frames from when configured with an optional extended Brilliance Workspace (sold

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Line #	Part #	Description	Qty
		separately). Reports are available for paper or electronic distribution to referring physicians, patients, or for medical records. Each report is editable and new default templates can be easily created and included in the system configuration. The report can be saved as a PDF file for digital transfer or printed as a paper report directly from an optional extended Brilliance Workspace (sold separately).	

Rate Responsive CV Toolkit for iCT SP

The "Rate Responsive CV toolkit" package is a set of features designed to allow basic cardiovascular imaging of the heart. This package is a prerequisite to the cardiac packages and to the "Stand Alone" applications, it includes:

Acquisition Features

DoseRight Cardiac

ECG Dose Modulation reduces the mA of the X-ray beam up to 80% during acquisition of non-desired phases (estimated overall dose reduction to the patient of ~45% for single-phase, end-diastolic imaging). For example, only one phase may be required for coronary CTA, and the system will reduce the mA during the other portions of the acquisition, saving considerable dose.

Retrospective Tagging

SpiralRetrospective Tagging allows the Brilliance CT system to acquire a volume of data while the patient's ECG is recorded. The acquired data is "tagged" using AccuTag and reconstructed retrospectively at any desired phase of the cardiac cycle. This phase selection is accomplished using the Philips' patented Beat-to-Beat Variable Delay Algorithm, which automatically finds the best phase for cardiac CT imaging.

Prospective Gating

Prospective Gating automatically triggers axial multislicescanacquisitions using patient information from the ECG monitor. This feature uses Philips patented Beat-to-Beat variable delay algorithm for accurate and reproducible calcification scoring studies.

Integrated ECG Monitor

Philips' advanced ECG monitor is used to collect the patient's ECG signal and then transfer the signal to the scanner for gated cardiac CT imaging. The ECG signal is stored on the system for later recall and display in the Brilliance Workspace. This can be used to interactively complete raw data reconstructions at differentportions of the ECG cycle. Also can be used to correct reconstruction artifacts caused by irregular heartbeats.

Reconstruction Features

COBRA Reconstruction (COBRA Cardiac)

This reconstruction algorithm along with the adaptive multi-cycle reconstruction algorithm (MaxCycle) delivers the clearest images with the best temporal resolution possible at all times, as low as 34 mseconds with speed and power option, in full 3-D conebeam resolution.

Review Features

Cardiac Viewer

Provides a comprehensive set of user tools that allows quick visualization of one or multiple cardiac phases, synchronization of multiple cardiac phases with interactive slab-MIP tools for review purposes, cine mode for cardiac axes views and a simple "Area-Length" calculation of End Systolic Volume (ESV), End Diastolic Volume (EDV), Cardiac Output (CO) and Ejection Fraction (EF) for basic ventricular functional assessment.

Calcium Scoring

Cardiac scoring program which provides Agatston, Volume and Mass scores. Incorporates a database of > 5,000 asymptomatic multislice cardiac scoring patients.

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Line #	Part #	Description	Qty
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Reporting Features

CT Reporting

Provides reporting capabilities for paper print of clinical results from the Philips Brilliance Workspace including display of key images and results frames. The report is available for paper or electronic distribution to referring physicians, patients, or for medical records. Each report is editable and new default templates can be easily created and included in the system configuration. The report can be saved as a PDF file for digital transfer or printed as a paper report directly from the Brilliance Workspace remote station.

AVA Stenosis (for Console)

AVA Stenosis offers a set of tools for stent planning and general vascular analysis. It allows the user to easily remove bone, and extract and segment the vessels to quickly perform typical measurements such as intra-luminal diameter, cross sectional lumen area, length and tortuosity of vessel's segments, and angle of the vessels. AVA allows the user to display the dataset using volume rendering, Average, or MIP with cross sections images that can be used to delineate aneurysm, presence of mural calcification and lining mural thrombus, branch vessel (celiac, mesenteric, renal) and the ilio-femoral arterial runoff circulation.

The interactive measurement tools make it easy for the user to calculate the angulation between the superior neck and aneurysm, the angle between the superior neck and aneurysm lumen, as well as other complex anatomic calculations.

Clinical Education Program for Brilliance iCT SP Configuration:

Essentials Off-Site Education: Essentials Off-Site Education: Philips will provide up to two (2) lead technologists, as selected by customer, with in-depth lectures covering basic clinical applications, Philips-specific imaging techniques, protocol optimization and scan parameters. A Brilliance CT "system emulator" is used during the lab sessions to simulate all basic scanning operations without x-ray exposure. Students will graduate from this class with an 80% understanding of the base system functionality. The remaining 20% is covered during the Handover On-Site experience. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, geography, 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 On-Site Education, and should be attended no earlier than two weeks prior to system installation. ASRT CEU credits may be available for each participant that meets the Guidelines provided by Philips during the scheduling process. **Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292078 (CT Full Travel Pkg Off-Site) is purchased with all Off-Site courses.**

Handover On-Site Education: This twenty-eight (28) hour training event will fine tune and expand upon knowledge learned during the Essentials Off-Site with focus on maximizing scanning techniques and protocols. This session is to be attended by the same two (2) technologists from Essentials Off-Site, and up to two (2) more of your dedicated CT Technologists, preferably from night or weekend shifts if necessary. ASRT CEU credits may be available for each participant that meets Philips Guidelines. 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.

Follow-Up On-Site Education: Clinical Education Specialists will provide twenty-eight (28) hours of follow-up CT On-Site Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEUs are not available in all cases.

Follow-Up On-Site Education: Clinical Education Specialists will provide twenty-four (24) hours of follow-up CT On-Site Education for up to four (4) students, selected by customer, including

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Line #	Part #	Description	Qty
		This Philips-exclusive feature provides up to 120 mm (Brilliance iCT 256), 80mm (Brilliance 40 and 64-channel systems), 60mm (Brilliance iCT SP) or 48mm (Brilliance 6, 10 and 16-slice systems) of imaging area for perfusion studies. An axial scan is taken in one location, the couch translates to another location within a few seconds, and another axial scan is taken. These multiple datasets are registered automatically to provide the extended coverage. Combined with Philips advanced Brain Perfusion with summary maps, the Jog Scan application can position CT as the modality of choice for acute stroke evaluation, providing unprecedented functional information over the functionally significant area of the brain.	
8	**NCTD293	O-MAR	1
		Metal Artifact Reduction for Orthopedic implants reduces artifacts in image data caused by high density metal objects such as prosthetic hip replacements. This artifact reduction may aid diagnosis and help treatment planning accuracy by enhancing visualization of critical structures and target volumes	
		Prerequisite: For installed base upgrades on Brilliance 64-Channel, Brilliance 64-Channel w/ Essence technology, iCT SP, and iCT, O-MAR requires iDose4 installed	
9	**NCTC620	Step & Shoot Cardiac for iCT	1
		Step & Shoot Cardiac enables low dose, high quality cardiac CT imaging. This axial prospective ECG-gated acquisition technique uses a large collimation to achieve full heart coverage with sub-millimeter, isotropic resolution within a short breath-hold. It is ideally suited for patients with heart rates below 75 bpm and where low radiation dose is needed. Arrhythmias are detected by proprietary algorithms; scanner acquisitions are adjusted accordingly. Post-processing may be performed on existing coronary CT software.	
		Prerequisite: Brilliance iCT, Rate Responsive CV toolkit for iCT	
10	**NCTC850	Load Unload Foot Pedal iCT	1
		Load and Unload foot pedals allow the operator to move the patient couch to the load or unload position using a foot pedal thus improving patient handling efficiency by the freeing the operator's hands to prepare, restrain, or release the patient.	
11	**NCTB370	30 Min Console UPS	1
		Uninterruptible Power Supply (UPS) provides up to 30 minutes of battery backup for computer/reconstruction system.	
12	**989605200911	iCT Isolation Transformer 380 - 500VAC	1
		The isolation transformer may be used in conjunction with a Full System UPS to provide Voltage correction or may be used stand-alone when an isolated ground is not present or when a Wye supply is not available. This 225kVa (50/60Hz) rated isolation transformer required incoming voltages of 380/400/415/460/480/500VAC.	
		Input voltage: 380/400/415/460/480/500VAC - 60/50 Hz. Refer to Planning Reference Documentation for more details.	
13	**989801210007	Medrad Stellant ISI Interface Unit	1
		Medrad Stellant "ISI Interface Unit: Medrad Catalog # 3010434 The Medrad Stellant "ISI" Interface Unit provides the needed interface between the Stellant CT Injector and the SAS Option of the Brilliance CT Scanner.	

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Line #	Part #	Description	Qty
14	**989801292069	16 Hours of Additional OnSite Clinical Training	1
<p>Clinical Education Specialist will provide sixteen (16) hours of tailored CT OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEUs are not available in all cases. Please read Guidelines for more information, which will be provided to you during the scheduling process. 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.</p>			
15	**989801292078	Full Travel Package for OffSite Training	6
<p>Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with modest 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. Expires one (1) year from the earlier of equipment delivery date or purchase date.</p>			
16	SP059Q	Clinical Education Contract	1
<p>Customer may request clinical education training ("Training") commencing on warranty start date, for a period of 4 years ("Training Contract Period") chosen from Philips course catalog(s) ("Course Catalog(s)") available at the time training is requested. The current price for the training in the quotation is \$45,000. Courses may be requested at any time during the Training Contract Period. The Course Catalogs include:</p>			

- Guided pathways to clinical excellence Imaging Systems continuing education course catalog
- Education designed around you Ultrasound course catalog
- Philips online Learning Center www.philips.com/learningcenter
- Some additional clinical education programs may apply.

Selections can be made across one or any of these modalities:

- Computed Tomography (CT)
- Cardiovascular (CV)
- General X-Ray (GXR)
- Hybrid
- Magnetic Resonance (MR)
- Nuclear Medicine (NM)
- CT Simulation and Treatment Planning (Oncology)
- Ultrasound

Courses include a variety of delivery formats including:

- Onsite, at your facility
- Offsite at the Cleveland Education Center the Atlanta Alpharetta Customer Solutions Center and other Philips locations
- Remote Clinical Education (RCE), using Philips Remote Services (PRS) technology from a secure Philips location - „seeing the images you are seeing in real time Virtual Instructor-led Training (VILT)
- Online, including over 650 self-directed learning activities and ASRT-approved courses

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Line #	Part #	Description	Qty
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As Customer requests Training, the monetary level (equal to the current list price for the training described above) will be reduced by Philips then current published list price for the Training, multiplied by the number of Trainees scheduled to attend the Training. Subject to the terms and conditions in this agreement, Philips will provide requested Training during the Training Contract Period until the monetary level of Training stated above is exhausted or falls below the then current published list price of the requested Training. Training coverage expires at the end of the Training Contract Period and no credit for any unused funds may be carried forward to the next year.

Training may be conducted at Philips training facilities, the Customer location(s) described in this Agreement ("Customer Site(s)"), through on-line or remote training or at a third party location as determined by Philips. Customer is responsible for scheduling Training for its employees ("Trainee(s)"). Philips will make reasonable efforts to accommodate Customers scheduling requests. All Training is subject to availability. Philips reserves the right to cancel or reschedule courses at its sole discretion. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, must satisfy all prerequisites prior to admission and may be required to sign or acknowledge Philips safety checklist prior to receiving Training. PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES PROVIDED OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE PRODUCTS.

Unless otherwise indicated in this agreement, all travel and living expenses incurred by the Trainee(s) will be borne by Customer.

To receive remote Training Customer must provide Philips a secure location to store a Philips remote services ("PRS") router (or a Customer owned router acceptable to Philips) for connection to the products and Customer network; provide Philips appropriate access to the PRS router to enable Philips to access the products remotely; provide Philips with 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 PRS and Customers network for Philips use in remote Training, transmitting automated status notification from the products 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 new services). Unless Philips determines in its sole discretion that the products cannot be connected to the PRS, then Customers failure to provide the access described in this paragraph will constitute Customers waiver of its rights to remote Training under this Agreement. Customer must identify one Customer representative to Philips in writing who will manage and be responsible for Customers selection and scheduling of all Training to be provided by Philips.

17	SP019	Trade in Allowance	1
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Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in.

Product: GE LIGHTSPEED
 Serial Number: 54321
 Manufacturer: GE MEDICAL SYSTEMS

Trade-In authorization number: 23145
 Trade-In Value: \$158,000.00
 De-install Date: 10/31/2011

Customer will be trading-in equipment that is described on the attached System Disclosure Form (the "Trade-In"), which Trade-In the parties agree (i) will be removed on the De-install Date and (ii) is currently in the condition as represented on the System Disclosure Form. In addition, the parties agree as follows:

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- | Line # | Part # | Description | Qty |
|--------|--------|--|-----|
| 1. | | Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title when Philips removes the Trade-In from Customer's site (the "Removal Date"); | |
| 2. | | Title to the Trade-In shall pass from Customer to Philips on the Removal Date, unless otherwise agreed by Philips and the Customer; | |
| 3. | | Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that as of the Removal Date all Protected Health Information will have been de-identified or removed from the Trade-In; | |
| 4. | | Philips may test and inspect the Trade-In prior to de-installation. If the condition of the Trade-In is not substantially the same on the Removal Date (ordinary wear and tear excepted) as it is identified on the System Disclosure Form, then Philips may reduce the price quoted for the Trade-In; | |
| 5. | | If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month. | |
| 6. | | Philips is responsible for normal de-installation costs of the Trade-In. | |
| 7. | | The trade-in value will not include costs associated for any facility modifications and/or rigging required for de-installation and must be accounted for separately. | |
| 8. | | Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines. | |
| 9. | | Prior to the Removal Date, Customer shall remove from the room all equipment that is not being de-installed. | |

*****PROMOTIONS*****

Promotion Name	Description
Premier POS Service Agreement Promotion	Philips is pleased to offer an additional 2% promotional discount off the total list price of the solution proposed here, when that solution is purchased with a signed Point of Sale Service Agreement of a minimum 48 month term.
0% Financing for CT, Q3 2011	Philips Healthcare and Philips Medical Capital (PMC) are pleased to offer you 0% Financing for your CT acquisition. Make your budget dollars go further with this offering available for new Philips CT systems only. Take delivery of your system, enjoy thirty-six months of financing with no interest costs and own your system outright. Alternative financing structures are also available. Terms and Conditions: 0% financing is a limited promotional offering available on a first come, first served basis. PMC reserves the right to withdraw the 0% offering prior to the expiration of this quote if finite promotional funds have been exhausted. Only from Philips Healthcare and Philips Medical Capital. Program valid for orders placed by September 30, 2011, with acceptance by March 31, 2012. Special financing available with a Philips Medical Capital financing agreement only. Certain credit requirements must be met, and not all customers will qualify. Applicable for Philips Healthcare equipment only.

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NET PRICE

\$915,274.48

Buying Group: PREMIER PURCHASING PARTNERS L P

Contract #: PP-IM-098

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. Philips' standard Terms and Conditions of Sale, attached to the Quotation solution, will also apply, to extent they do not conflict with the terms and conditions of the agreement referenced by the Buying Group/Contract Number. 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.

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OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	**989801210064	MedRad Stellant D CT Injector- OH System	1	\$30,233.60	\$30,233.60	_____

Medrad Stellant DX CT - Dual Syringe - Overhead System:

Medrad Catalog # SCT 212

The Stellant CT Injection System is comprised of the injector head located in the screening room and a touch screen Display Control Unit (DCU) and Base unit, which is typically located in the control room. The three components are connected by a communication link.

Control console system with Dual 200 ml variable speed injector head with automatic docking, Auto Advance and Auto retract. Includes touch screen display input, 75 ft. cable to control console, injector head overhead mount, operation manual and two 200 ml syringe kits.

Philips representatives are responsible for the unpacking, assembly and installation of the CT Injector equipment. Medrad will be available for technical assistance, by phone: call (412) 767-2400. Medrad will also provide an operational checkout, final calibration, in-service of the equipment and initial applications training. Please contact the local Medrad sales office at least two weeks in advance to schedule installation. Call (412) 767-2400.

Philips does not warranty the Medrad Stellant CT Injector System but will pass on the Medrad warranty. Medrad warrants each new injector system; including control unit, display control, remote panel and injector head sold in North America and Europe against defects in material and workmanship, under proper, normal use and service for a period of one year (12 months) from the date of installation. There will be no charge for any action deemed necessary by Medrad, including parts, travel, or labor to fulfill the terms of the warranty, during normal business hours (8:30am to 5:00pm, local time, Monday through Friday, except holidays).

Not compatible with PQ/UltraZ/Mx8000 injector Interface. NOT compatible with MCT8651 SAS Spiral Auto Start on Mx8000.

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.

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, RF or magnetic shielding and acoustical suppression 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 If a separate product warranty page prints as part of this quotation, that product warranty applies to your purchase and is incorporated herein; otherwise Section 9.2-9.5 shall apply.

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 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 defend or settle any claim against Customer that a Philips product provided in the quotation infringes a valid claim under a United States patent 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 products not manufactured by Philips; if infringement would have been avoided by the use of a current unaltered release of the products and Philips provided Customer written notification that use of such release was mandatory; or use of the products after Philips has offered Customer one of the options described herein. 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 THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

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 not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

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

16.1 **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.

16.2 **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.

16.3 **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.

16.4 **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.

16.5 **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.

16.6 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.

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

16.8 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.

16.9 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.

16.10 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.

16.11 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.

16.12 Additional Terms. Schedule 1 is incorporated herein and its additional terms shall apply solely to Customer's purchase of Interventional X-Ray (iXR), Computed Tomography (CT), Magnetic Resonance (MR), Cardiovascular (CV), Positron Emission Tomography (PET), Nuclear Medicine (NM) and Ultrasound (US) products (including Image Guided Intervention and Therapy (IGIT) products). If any terms set forth in a schedule conflict with terms set forth in these Terms and Conditions of Sales, the terms set forth in the schedule shall govern.

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.

3. Open Source.

3.1 Customer's rights under this License are conditioned upon Customer not performing, and Customer shall not perform, any actions in a manner that would require any software furnished with the product, or the product and/or any derivative work thereof, to be licensed under Open License Terms. These actions include but are not limited to:

- (a) combining such software, the product or a derivative work thereof with Open Source Software by means of incorporation, linking or otherwise; or
- (b) distributing such software, the product or a derivative work thereof with Open Source Software; or

(c) using Open Source Software to create a derivative work of the product or such software, insofar as these actions would require such software, the product or a derivative work thereof to be licensed under Open License Terms.

3.2 As used herein, "Open Source Software" means any software that is licensed under Open License Terms. "Open License Terms" means terms in any license agreement or grant that requires as a condition of use, modification and/or distribution of a work that:

(a) source code will be made available; or

(b) permission will be granted for creating derivative works; or

(c) a royalty-free license be granted to any party under any intellectual property right regarding that work and/or any other work that contains, is combined with, requires or is based on that work.

3.3 Customer shall indemnify Philips and its affiliates against and hold Philips and its affiliates harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Section 3, and Customer shall reimburse all costs and expenses incurred by Philips and/or its affiliates in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

Schedule 1
**Interventional X-Ray (iXR), Computed Tomography (CT), Magnetic Resonance (MR), Cardiovascular (CV),
Positron Emission Tomography (PET), Nuclear Medicine (NM), 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), Computed Tomography (CT), Magnetic Resonance (MR), Cardiovascular (CV), Positron Emission Tomography (PET), and Nuclear Medicine (NM) products:

- (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.

2.1 **All Schedule 1 Products, except Ultrasound.** 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 may not be cancelled after shipment.

2.2 **Ultrasound.** 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 after an ultrasound product has shipped, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price for the product cancelled. Orders may not be cancelled after shipment.

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 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'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.

4.2 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.

PHILIPS PRODUCT WARRANTY

COMPUTED TOMOGRAPHY (CT) 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 (12) MONTH SYSTEM WARRANTY

Philips warrants to Customer that the Philips CT System (the "System") will be free from defects in material and manufacturing workmanship for a period of twelve (12) months after completion of installation or availability for patient use, whichever occurs first. If an X-ray tube, Chiller Unit, Power Conditioner Unit, CT Injector Unit, Option, Upgrade or Accessory is purchased from Philips, they will be covered by the special warranty set forth below.

PLANNED MAINTENANCE

During the warranty period, Philips service 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., excluding Philips observed holidays.

SYSTEM OPTIONS, UPGRADES OR ACCESSORIES

Any commercially available options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same 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 option, upgrade or accessory is installed, b) after ninety (90) days for parts only from the date of installation. Any commercially available options, upgrades, or accessories for the System which are delivered and/or installed on the System after the original term of the System warranty has expired shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire the later of: a) after ninety (90) days for parts only from the date of installation, or b) on the twelve (12) month renewal date of any current service agreement then in effect on the System.

X-RAY TUBE WARRANTY BRILLIANCE CT

SERIES -MRC X-RAY TUBES:

The CT MRC X-ray Tube ("tube") warranty period is for twelve (12) months from the date of installation or availability for patient use, whichever occurs first. If a tube becomes inoperative or fails when operated within this twelve (12) month warranty period, upon return of the tube, Philips will provide a replacement tube at no additional charge. The replacement tube will be warranted for the balance of the original twelve (12) month warranty.

BRILLIANCE CT SERIES & MX8000 CT SERIES - AKRON OR CTR2112/ CTR2150 X-RAY TUBES:

The CT X-ray Tube ("Tube") warranty period is the shorter of twelve (12) months from the date of installation or 120,000 scan-seconds. If a tube becomes inoperative or fails when operated within published ratings, upon return of the tube, a prorated credit toward the purchase of a replacement tube from Philips will be issued as follows: Failure within the first 3,000 Scan-Seconds = 100% credit will be provided. Failure after the first 3,000 Scan-Seconds = tube credit will be prorated (See CT X-ray Tube Credit Proration Calculation below). Scan-Seconds are the number of seconds the System operates with the X-ray on.

Brilliance CT Series & Mx8000 CT Series X-Ray Tube Credit Proration Calculation:

$$\text{Credit} = 1 - \frac{\text{Number of Scan-Seconds Used}}{120,000}$$

Expressed in a percentage not to exceed 100%.

ACQSIM CT, PQ2000S OR ULTRA-Z CT X-RAY TUBES

The CT X-ray Tube ("Tube") warranty period is the shorter of twelve (12) months from the date of installation or 100,000 exposures. If a tube becomes inoperative or fails when operated within published ratings, upon return of the tube a prorated credit toward the purchase of a replacement tube will be issued as follows: Failure within the first 3,000 exposures = 100% credit will be provided. Failure after the first 3,000 exposures = tube credit will be prorated (See CT X-ray Tube Credit Proration Calculation below). An Exposure is any 360 degree or partial angle rotation of the gantry scan frame with the X-ray on.

ACQSIM CT, PQ2000s or ULTRA-Z CT X-ray Tube Credit Proration Calculation:

$$\text{Credit} = 1 - \frac{\text{Number of Exposures Made}}{100,000}$$

Expressed in a percentage not to exceed 100%.

All claims under this Tube warranty must be made within sixty (60) days of failure, or fourteen (14) months of (1) the date of installation (if installation of the tube is performed by Philips) or (2) the delivery (if installation of the tube is not performed by Philips), whichever comes first.

CHILLER UNIT, POWER CONDITIONER UNIT OR INJECTOR UNIT WARRANTY

The System can be purchased with an optional Chiller Unit, Power Conditioner Unit or Injector Unit. If any of these Units are purchased with the System, Philips will include these Units under the twelve (12) month System warranty as an OEM Warranty pass through. Authorized representatives of the Original Equipment Manufacturer will perform warranty service on each of these units.

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. "Updates" shall mean changes to the right of the decimal point for the software shipped with the product.

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 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 new components. 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; operation of the system outside its environmental, electrical, or performance specifications; 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 PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO THIS SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, THE SOFTWARE, 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. Customer Support 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 03551 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	CAPE FEAR VALLEY MEDICAL CENTER
Address	1638 OWEN DR FAYETTEVILLE, NC 28304

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	Bryan Starling
Title	
Telephone	(888) 564-8643
Fax	(678) 924-6003
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
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.

PHILIPS HEALTHCARE
 22100 Bothell Everett Highway
 P.O. Box 3003
 Bothell, Washington 98041-3003
 Tel: (800) 722-7900



Quotation #: 1-SSQZXR	Rev. 6	Effective From: 09/16/2011	To: 09/28/2011
Presented To: CAPE FEAR VALLEY MEDICAL CENTER 1638 OWEN DR FAYETTEVILLE, NC 28304		Presented By: Bryan Starling <i>Account Manager</i> Steve Weiss <i>Regional Manager</i>	
Tel:		Tel: (888) 564-8643 Fax: (678) 924-6003	
Alternate Address:		Tel: (678) 924-6087 Fax: (678) 924-6003	
Date Printed: 16-Sep-11			
Submit Orders To: 22100 Bothell Everett Hwy Bothell, WA 98021-8431 Tel: (800) 982-2011 Fax: (425) 487-8110			

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).

Model	Months	Qty	Service Plan
100029 Brilliance iCT SP	48	1	SVC0130 Philips RightFit Service Agreement Protection POS
100029 Brilliance iCT SP	12	1	VC1500 Supplemental In-Warranty Coverage

Home Office Use Only		
Site #	Start Date	End Date

POINT OF SALE SERVICE CONTRACT SECTION

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.

Philips Ultrasound Customer Services Ranked #1 by Customers in IMV ServiceTrak™ Survey in 2010 for 18th consecutive year

Brilliance ICT SP

Item #	Part #	Description
1	SVC0130	Philips RightFit Service Agreement Protection POS

Thank you for the opportunity to provide this proposed Philips RightFit Service Agreement. Our Protection Service Agreement offers you robust security, a hands-on relationship with Philips, and open communications.

SERVICE DELIVERY:

- 98% uptime guarantee for each contract year. This provides assurance of the equipment availability to scan patients, as described in the uptime guarantee exhibit.

LABOR:

- Labor and travel coverage for on-site service 8:00 am - 9:00 pm, Monday – Friday, excluding Philips published holidays. The warranty period is included.
- Preferential Scheduling of service calls for service contract customers.
- On-site Response. At customer's request, Philips service goal is to be on-site within 4 hours.
- Planned maintenance coverage from 8:00 am – 9:00 pm, Monday – Friday, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Philips current recommendation for CT systems is 2 - 6 times per year depending on the specific product model.
- Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.

PARTS:

- Standard parts coverage. This provides coverage on parts used to maintain and repair the equipment including both hardware and software items.
- Earliest next day a.m. parts delivery. This provides delivery in most areas that can be accommodated by 8:30 am to fit the urgency of your need. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

LIFECYCLE:

- Operating system software and hardware reliability updates. These include on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.
- 20% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

- 24/7 Technical telephone support.
- Clinical telephone support from 8:00 am - 9:00 pm, Monday – Friday.
- Remote Services. This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.

SOLUTION ENHANCEMENTS:

Brilliance iCT SP

- Philips Service Information. This contains important service management reports through a secure Internet site. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.
- Annual customer loyalty meetings. These include a review of current and future performance goals of Philips equipment and service.

1.1 **SVC00292** **Planned Maintenance : 7am - 12am M-F**

Extended Planned Maintenance coverage from 7:00 am - 12:00 am, Monday – Friday, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips.

1.2 **SVC00848** **Tube Coverage Multi-Slice CT-Unlimited**

Multi-Slice CT Tube replacement as needed during the contract term. Tube replacements will be performed during normal contract coverage hours.

Brilliance iCT SP

Service Plan: SVC0130 Philips RightFit Service Agreement Protection
 POS
 Quantity: 1

To commence at a time of system warranty expiration with the exception of In-Warranty Coverage and selected Supplement Items Plans

Select Payment Terms Desired:

Select Choice *	Payments Plans	Single System Net	Total Net
<input type="checkbox"/>	48 Monthly Payments at	\$11,228	\$11,228
<input type="checkbox"/>	16 Quarterly Payments at	\$33,684	\$33,684
<input type="checkbox"/>	4 Yearly Payments at	\$134,735	\$134,735
<input type="checkbox"/>	Single Payment at	\$538,940	\$538,940

* If no selection is made, the default choice will be monthly payments.

Prices above do not include any applicable sales taxes

The service agreement payment does not include optional equipment. If optional equipment is purchased please see attached Equipment Configuration Option Pricing (if available) or contact your Account Manager for amended service pricing.

Buying Group: PREMIER PURCHASING PARTNERS L P Contract #: PP-IM-098

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. Philips' standard Terms and Conditions of Sale, attached to the Quotation solution, will also apply, to extent they do not conflict with the terms and conditions of the agreement referenced by the Buying Group/Contract Number. 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.

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: _____

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until _____ days prior to warranty expiration. Initialed: _____

Customer Agreement as Quoted

Upon customer signing and acceptance by an authorized Philips representative, this document constitutes a contract and customer agrees to be bound by all terms hereof which include IMPORTANT LIMITATIONS OF LIABILITY.

BY: X _____
 Customer Signature

 Printed Name

Title _____ Date _____

For Headquarters Use Only

Philips by its acceptance thereof, agrees to provide maintenance service for the equipment listed above in accordance with all terms.

 Signature

Title _____ Date _____

Brilliance iCT SP

Item #	Part #	Description
2	VC1500	Supplemental In-Warranty Coverage
2.1	SVC00292	Planned Maintenance : 7am - 12am M-F Extended Planned Maintenance coverage from 7:00 am - 12:00 am, Monday – Friday, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips.

Brilliance iCT SP

Service Plan: VC1500 Supplemental In-Warranty Coverage

Quantity: 1

To commence at a time of system warranty expiration with the exception of In-Warranty Coverage and selected Supplement Items Plans

Select Payment Terms Desired:

Select Choice *	Payments Plans	Single System Net	Total Net
<input type="checkbox"/>	12 Monthly Payments at	-\$3,528	-\$3,528
<input type="checkbox"/>	4 Quarterly Payments at	-\$10,585	-\$10,585
<input type="checkbox"/>	1 Yearly Payment at	-\$42,340	-\$42,340
<input type="checkbox"/>	Single Payment at	-\$42,340	-\$42,340

* If no selection is made, the default choice will be monthly payments.

Prices above do not include any applicable sales taxes

The service agreement payment does not include optional equipment. If optional equipment is purchased please see attached Equipment Configuration Option Pricing (if available) or contact your Account Manager for amended service pricing.

Buying Group: PREMIER PURCHASING PARTNERS L P Contract #: PP-IM-098

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. Philips' standard Terms and Conditions of Sale, attached to the Quotation solution, will also apply, to extent they do not conflict with the terms and conditions of the agreement referenced by the Buying Group/Contract Number. 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.

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: _____

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until _____ days prior to warranty expiration. Initialed: _____

Customer Agreement as Quoted

Upon customer signing and acceptance by an authorized Philips representative, this document constitutes a contract and customer agrees to be bound by all terms hereof which include IMPORTANT LIMITATIONS OF LIABILITY.

BY: X _____
Customer Signature

Printed Name

Title _____ Date _____

For Headquarters Use Only

Philips by its acceptance thereof, agrees to provide maintenance service for the equipment listed above in accordance with all terms.

Signature

Title _____ Date _____

Brilliance iCT SP

EQUIPMENT CONFIGURATION OPTION PRICING

SELECTION OF ANY OPTION ON THE EQUIPMENT QUOTATION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. PRICING IS VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Item	Part #	Description	Qty	Annual Price
1	989801210064	MedRad Stellant D CT Injector-OH System	1	\$5,000.00

Service Agreement Terms and Conditions

PHILIPS HEALTHCARE SERVICE AGREEMENT TERMS AND CONDITIONS

Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") will perform the services ("Services") listed below and on the above pages of this service agreement and any exhibits and attachments ("Exhibits") attached to it (together, the "Agreement") under the following terms and conditions:

1. SERVICE

During the term of this Agreement, unless otherwise set forth in the Exhibits, Philips will provide Customer the Services on the equipment identified so long as it remains under Customer's exclusive ownership or control ("Equipment"), at the location described ("Equipment Site"), and for the prices set forth in this Agreement, including

- a. Equipment quality performance planned maintenance as scheduled by Philips to include a general Equipment inspection and review of Equipment operation, calibrating the Equipment as necessary, system lubrication and filter replacement or cleaning, completing minor operational and reliability field engineering change notices or updates and other remedial maintenance of a non-emergency nature. Philips will provide such planned maintenance during the Service Coverage hours (as defined in paragraph 3 below) at a time that is mutually agreed upon; and
- b. Repair service, due to Equipment malfunction, as required. Repair service includes the cost of Philips replacement parts as required on an exchange (refurbished) or new part basis and labor to install Philips replacement parts. Replaced parts become Philips' property and may be promptly removed by Philips from the Equipment Site. The prices set forth in this Agreement are subject to change if (i) the Equipment is upgraded or reconfigured, or (ii) cryogenics are included in this Agreement and the Consumer Price Index (CPI) for open market crude helium prices, as reported by the Bureau of Land Management (BLM), is increased by five percent (5%) or more during the term of this Agreement.

2. EXCLUSIONS

The Services do not include:

- a. servicing or replacing components of the Equipment other than those listed in the Exhibits;
- b. providing any service or parts specifically excluded under this Agreement;
- c. providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment;
- d. servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infectious substances;
- e. any service necessary due to:
 - (1) a design, specification or instruction provided by Customer or Customer representative;
 - (2) the failure of anyone other than Philips' subcontractor or Philips to comply with Philips' written instructions or recommendations;
 - (3) any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips;
 - (4) any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips' subcontractor or Philips;
 - (5) damage caused by an external source, regardless of nature;
 - (6) any removal or relocation of the Equipment; or
 - (7) neglect or misuse of the Equipment;
- f. any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips' subcontractors;
- g. unless specifically included in this Agreement, the cost of consumable materials, including but not limited to cushions, knee supports, pads, magnetic media, cryogenics, PET calibration sources, film, batteries, X-ray plates and cassettes or other supply items;
- h. the cost of reconditioning, rebuilds, and overhauls if reasonably necessary because repair by Philips cannot maintain the Equipment in satisfactory operating condition;
- i. providing software updates or upgrades, back-up copies of software, or the programming of custom code;
- j. unless specifically included in this Agreement, maintenance or repair, including the cost thereof, of third-party products including but not limited to HVAC systems and chiller systems;
- k. unless specifically included in this Agreement, the cost of nuclear camera detector crystals, surface coils, flat panel detectors, magnet replacement, magnet refrigeration system (coldhead, compressor), chiller, power conditioners, power filters, surge suppressors, uninterruptible power supplies and evacuated devices such as x-ray tubes, image intensifiers, TV camera pick-up tubes and photo multiplier tubes
 - l. disposal of hazardous, infectious, or biomedical waste or materials, whether or not generated from the Services; or
 - m. service to Equipment that has exceeded its useful life (i.e., has reached end-of-life as identified by the original manufacturer), is classified as obsolete, is beyond economical repair, for which continued support by the original manufacturer or repair parts are no longer available, or that can no longer be maintained in a safe or effective manner as determined by Philips. Philips will use commercially reasonable efforts to Service Equipment that has exceeded its useful life, but if Philips determines that its ability to provide Service is hindered due to the unavailability of parts or trained personnel, then Philips may remove the item(s) of Equipment from this Agreement upon notice to the Customer and refund any Customer pre-payments for periods of Service Coverage terminated by Philips or terminate this Agreement as described in paragraph 7.

3. COVERAGE

- a. Unless otherwise set forth in the Exhibits, Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays ("Service Coverage"). Unless otherwise set forth in the Exhibits, travel necessary to perform the Services during the Service Coverage hours is included. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips' then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rates for out-of-hours service of this type in effect for service contract customers with this Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips standards for business expense reimbursement of Philips' employees.
- b. If this Agreement includes Support or Assist coverage, then the terms and conditions of Exhibit 1 and its attachments are incorporated into this Agreement.
- c. If this Agreement includes Multi-Vendor Comprehensive Management coverage, then the terms and conditions of Exhibit 2 and its attachments are incorporated into this Agreement.
- d. If the Philips Technology Upgrades option is available for the Equipment and purchased or included in this Agreement, then the terms and conditions of Exhibit 3 are incorporated into this Agreement.
- e. If an uptime guarantee is available for the Equipment and purchased or included in this Agreement, then the terms and conditions of Exhibit 4 are incorporated into this Agreement.

4. CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

- a. assure that the Equipment Site is maintained in a clean and sanitary condition and that the Equipment is cleaned and decontaminated after contact with blood or other potentially infectious material;
- b. dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment;
- c. maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system) in a condition suitable for operation of the Equipment;
- d. operate the Equipment in accordance with the published manufacturer's operating instructions;
- e. make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions;
- f. provide:
 - (1) Philips a secure location to store a Philips remote services ("PRS") network router (or a Customer owned router acceptable to Philips) for connection to the Equipment and Customer network and a Philips diagnostic site server ("DSS") for connection to any non-Philips Equipment subject to Multi-Vendor Comprehensive Management coverage; provided, however, that the PRS router and DSS remain Philips' property and are only provided during the term of this Agreement;
 - (2) Philips and its vendors full and free access to the PRS router and DSS to enable Philips to remotely access the Equipment or non-Philips Equipment subject to Multi-Vendor Comprehensive Management coverage; and
 - (3) Philips at each Equipment Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the Equipment through the PRS and Customer network for Philips use in remote servicing of the Equipment, remote assistance to personnel that operate the Equipment, performing real-time screen sharing with Customer's personnel, updating the Equipment software, transmitting automated status notification from the Equipment and regular uploading of Equipment data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into new services). Unless Philips determines in its sole discretion that the Equipment cannot be connected to the PRS, then Customer's failure to provide the access described in this paragraph 4(f) will constitute Customer's waiver of its rights to Services under this Agreement and any uptime guarantee provided with the Equipment or in connection with this Agreement, if any;
 - g. provide Philips service personnel full and free access to the Equipment at the scheduled service time. Customer's failure to provide such access at the scheduled time constitutes Customer's waiver of the scheduled planned maintenance service and voids Agreement coverage of Equipment malfunctions until such time as planned maintenance service is completed. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment;
 - h. provide Philips service personnel access to safe and secure parking in an area close to the normal Equipment Site entrance/exit points and access to Customer's cafeteria, if any;
 - i. report cryogen readings for all Equipment covered by this Agreement into the Magnet Monitoring System at 1-800-722-9377 (option 8) each week if the Equipment is not connected to the PRS. If an emergency cryogen fill is required due to a lack of such cryogen reporting, then Customer will be responsible for all costs and expenses associated with such emergency cryogen fill; and
 - j. connect all Equipment located in a mobile unit to a fully functional and operating generator during transport. If such generator malfunctions, then Customer agrees to replace or repair the generator within two (2) business days. If generator repair goes beyond two (2) business days, then Customer will be responsible for all costs and expenses associated with

the resulting cryogen fill.

5. PAYMENT

All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.

6. EXCUSABLE DELAYS

Philips is excused from performing under this Agreement when Philips' delay or failure to perform is caused by events beyond Philips' 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, terrorism, 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, or Equipment being contaminated with blood or other potentially infectious material.

7. TERM; TERMINATION

Except as otherwise provided in this paragraph 7, this Agreement is noncancelable by Customer and will remain in effect for the term specified in this Agreement.

a. Customer may cancel this Agreement upon 60 days written notice to Philips (i) representing that the Equipment is being permanently removed from the Equipment Site and that the Equipment is not being used in any other Customer or third party site, or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period.

b. If Customer transfers ownership of the Equipment as part of the transfer of (i) Customer's business or a substantial amount of its assets to a third party or (ii) a mobile unit that houses the Equipment to a third party, in either case without assignment of this Agreement to such third party (as described in paragraph 16), then Customer will pay a cancellation fee equal to thirty percent of the remaining balance of this Agreement.

c. Customer's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to become due to be immediately due and payable under this Agreement and any or all of the other agreements, (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with 10 days notice to Customer, and (v) pursue any other remedies permitted by law.

d. If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, then Philips may terminate this Agreement upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage terminated by Philips.

8. WARRANTY DISCLAIMER

Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

9. LIMITATIONS OF LIABILITY AND DISCLAIMER

A. 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 THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.

B. 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.

10. PROPRIETARY SERVICE MATERIALS

In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver or transmit to the Equipment Site, along with the Equipment or separately, and store at the Equipment Site, attach to or install on the Equipment, and use certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. Customer hereby consents to this delivery, transmission, storage, attachment, installation and use, and to the presence of Philips' locked cabinet or box in the Equipment Site for storage of this property, and to Philips' removal of all or any part of this property at any time, all without charge to Philips. The presence of this property within the Equipment Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property and any decompilation of this property by anyone other than Philips' personnel is prohibited. Customer agrees that it will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use or decompilation of this property contrary to this prohibition. Customer also agrees to immediately report to Philips any violation of this provision known by Customer.

11. THIRD PARTY MANAGEMENT

If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, Customer agrees that the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement, and that Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer have made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer agrees to promptly pay for such parts and services on demand.

12. TAXES

Customer will not be obligated to pay any federal, state or local tax imposed upon or measured by Philips' net income. Any other applicable tax will be invoiced to and payable by Customer, along with the Agreement Price in accordance with the payment terms set forth in this Agreement, unless Philips receives a tax exemption certificate from Customer which is acceptable to the taxing authorities.

13. INDEPENDENT CONTRACTOR

Philips is Customer's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Customer employees, agents, joint venturers or partners. Customer will indemnify, defend, and hold harmless Philips and its officers, directors, and employees from any claims for loss, cost, damages, expense or liability (including reasonable attorneys fees) to the extent such claims result from Customer's or Customer's employees' act or omissions related to the services to be performed by Customer's employees under this Agreement.

14. RECORD RETENTION AND ACCESS

If Section 1861 (v) (1) (I) of the Social Security Act applies to this Agreement, Subsections (i) and (ii) of that Section are made a part of this Agreement. In such an event, Philips agrees to retain and make available, and to insert the requisite clause in each applicable subcontract requiring Philips subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.

15. PRIVACY

In the course of providing the Services to Customer, it is necessary for Philips to have access to, view and/or download computer files from the Equipment that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, medical record number) and non-health information (e.g., date of birth, gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

16. SUBCONTRACTS AND ASSIGNMENTS

Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

17. SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW

Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. Either party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will 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 on the face of this Agreement. The law of the state in which the Equipment is located will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Phillips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement.

19. AUTHORITY TO EXECUTE

In executing this Agreement, the parties hereto acknowledge that they have read each of the terms and conditions hereof on behalf of their respective interests, that they know and understand the same, and that they have signed this Agreement as their own respective free acts and with the express authority to do so.

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Exhibit 4

Uptime Guarantee

This Uptime Guarantee Exhibit ("Exhibit") is an exhibit to and incorporated into the Philips Healthcare Service Agreement to which this Exhibit is attached. Unless otherwise defined in this Exhibit, the capitalized terms used in this Exhibit have the same meanings as set forth in the Agreement. This Exhibit provides terms and conditions that are in addition to and may supersede the Agreement. In the case of a conflict between this Exhibit and the Agreement, this Exhibit shall supersede the Agreement and the terms and conditions herein shall govern with respect to the Uptime Guarantee.

1. GENERAL

Philips agrees to provide to Customer the uptime guarantee specified below on the Philips manufactured equipment ("Uptime Equipment") covered under the Agreement at the Equipment Site ("Uptime Guarantee"). Uptime Equipment does not include peripheral equipment such as external printers, archiving devices, external display monitors, or attached cameras. The terms and conditions of the Agreement are hereby incorporated into this Uptime Guarantee. This Exhibit will remain in effect for the term of the Agreement. Philips performance of its obligations under this Exhibit are subject to Customer meeting its responsibilities described in paragraph 4 of the Agreement for the Uptime Equipment.

UPTIME EQUIPMENT DOES NOT INCLUDE ULTRASOUND SYSTEMS UNLESS SPECIFICALLY LISTED ON THE QUOTATION AS AN ENTITLEMENT.

If an item of Uptime Equipment fails to achieve the Uptime Percentage (as defined below) set forth on Schedule 3(a) below, then Customer, as its sole and exclusive remedy, will receive a discount of future Agreement payment(s), as more fully described in paragraph 3 below.

2. DEFINITIONS

- a. Uptime Equipment has the meaning set forth in paragraph 1 above.
- b. **Measurement Period:** The measurement period for determining Uptime Percentage is 12 months beginning on the effective date of the Agreement and thereafter on the annual anniversary date of such effective date.
- c. **Base Hours** means the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under the Agreement for each particular piece of Uptime Equipment.
- d. **Downtime** means the time that the Uptime Equipment is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime will commence when the Customer notifies the Philips customer service center that the Uptime Equipment is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition included under the Agreement. The determination of the cause of Downtime is subject to verification by a Philips regional service manager.
- e. **Uptime Hours** is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime Equipment. [Uptime Hours = Base Hours – Downtime]
- f. **Uptime Percentage** is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100. [Uptime Percentage = (Uptime Hours/Base Hours) x 100]

3. ADJUSTMENT SCHEDULE

a. **Philips-Manufactured Uptime Equipment.** If the Uptime Percentage specified in Schedule 3(a) is not achieved for Uptime Equipment that is manufactured by Philips, the applicable discount specified in Schedule 3(a) under the Uptime Guarantee specified in the Agreement for such equipment will be made to the portion of Customer's payment(s) due under this Agreement for the piece(s) of equipment that failed to meet the applicable Uptime Percentage. The discount will be applied to all such payments due during the next Uptime Measurement Period.

Schedule 3(a): Agreement Payment Adjustment Schedule for Uptime Equipment

99.99% Uptime Guarantee (Available only for Medical IT High Availability Components)		99% Uptime Guarantee		98% Uptime Guarantee		96% Uptime Guarantee	
Uptime Percentage	Discount	Uptime Percentage	Discount	Uptime Percentage	Discount	Uptime Percentage	Discount
99.99% - 100%	None	99% - 100%	None	98% - 100%	None	96% - 100%	None
96% - 99.98%	5%	96% - 98.9%	5%	95% - 97.9%	5%	91% - 95.9%	5%
92% - 95.9%	10%	93% - 95.9%	10%	92% - 94.9%	10%	<90.9%	10% *
<91.9%	15% *	<92.9%	15% *	<91.9%	15% *		

* Maximum adjustment available

4. UPTIME PERCENTAGE DETERMINATION

The Uptime Percentage is determined according to the following formula: $\text{Uptime Percentage} = (\text{Uptime Hours} / \text{Base Hours}) \times 100$. The Uptime Percentage is then used in Schedule 3(a) above to determine the applicable discount, if any. Below are examples of how Uptime Percentage is determined:

a. MEASUREMENT EXAMPLE # 1:

Base Hours = 8 AM to 5 PM Monday through Friday over the 12 month Measurement Period.

((9 hours x 5 days) x 52 weeks = 2,340 Base Hours)

2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours

$(2280 / 2340) \times 100 = 97.4\%$ Uptime Percentage

b. MEASUREMENT EXAMPLE # 2:

Base Hours = 8 AM to 9 PM Monday through Friday over the 12 month Measurement Period.

((13 hours x 5 days) x 52 weeks = 3,380 Base Hours)

3,380 Base Hours – 60 Downtime hours = 3,320 Uptime Hours

$(3320 / 3380) \times 100 = 98.2\%$ Uptime Percentage

5. REPORTS

Uptime Percentage performance reports will be provided at the Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. One report per Measurement Period will be provided if the Customer requests a report within 60 days following the completion of the Measurement Period. Customer must notify Philips in writing if the Uptime Percentage was not achieved for a particular piece of equipment within 60 days after the end of a Measurement Period to receive any applicable discount.

6. WARRANTY DISCLAIMER

Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. All service and parts to support service under this Uptime Guarantee are provided "AS IS". NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

7. LIMITATIONS OF REMEDIES AND DAMAGES

Philips and its affiliates total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein. IN NO EVENT WILL 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 PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS UPTIME GUARANTEE, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS UPTIME GUARANTEE.

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BEHAVIORAL HEALTH CARE
BLADEN COUNTY HOSPITAL
CAPE FEAR VALLEY
MEDICAL CENTER
CAPE FEAR VALLEY
REHABILITATION CENTER
HEALTH PAVILION NORTH
HIGHSMITH-RAINEY
SPECIALTY HOSPITAL
BLOOD DONOR CENTER
CANCER CENTER
CARELINK
CAPE FEAR VALLEY
HOMECARE & HOSPICE, LLC
CUMBERLAND COUNTY EMS
FAMILY BIRTH CENTER
HEART & VASCULAR CENTER
HEALTHPLEX
LIFELINK
CRITICAL CARE TRANSPORT
PRIMARY CARE PRACTICES
SLEEP CENTER

December 1, 2011

Dear CON Analyst:

Cape Fear Valley Health owns and operates a GE LightSpeed 16 slice CT located at Cape Fear Valley Medical Center ("CFVMC"). This CT was installed on 19 September 2002 and is due for replacement. Cape Fear Valley Health intends to replace this CT system with a Philips Brilliance iCT SP 128 slice CT system.

Currently, the 16 slice CT to be replaced is installed on the campus of Cape Fear Valley Medical Center on Owen Drive. This CT is fully operational. This unit will not be taken out of service until the new Philips Brilliance iCT SP 128 CT is ready for clinical operation, at which time the 16 Slice CT will be deactivated and removed from service.

If you have any questions regarding this replacement CT please call me directly.

Thank you.

Sincerely,



Daniel Cameron, R.T., MBA
Service Line Director for Radiology Services
Cape Fear Valley Health
1638 Owen Drive, Fayetteville, NC 28304
910-615-8130
dcame@capefearvalley.com



Yakaboski, Greg

From: Sandy Godwin [stgodwin@capefearvalley.com]

Sent: Monday, March 26, 2012 2:50 PM

To: Yakaboski, Greg

Subject: CT No Review and Exemption Requests

Please allow me to clarify the difference in the equipment included in two separate project requests from December 2011. One was for a CT Exemption and the other was for a No Review.

Our Exemption request includes the purchase of a 128 Slice CT scanner. This Scanner allows advanced complex highly technical testing not provided by a 64 slice.

In contrast, our No Review includes the purchase of a 64 slice CT Scanner, a much lower technology.

Thank you

Sandy Godwin

Cape Fear Valley Health System

CONFIDENTIALITY NOTICE: This electronic mail transmission may contain informat

3/27/2012

Yakaboski, Greg

From: Shea Poteet [spoteet@capefearvalley.com]

Sent: Tuesday, March 20, 2012 4:28 PM

To: Yakaboski, Greg

Cc: Sandy Godwin

Subject: relocation back up

Attachments: Relocation.tif; ATT00001.c

Attached follows behind Exhibit A's. Please see description.



Shea Poteet | Strategic Analyst | Corporate Planning
Cape Fear Valley Health System | 1638 Owen Drive | Fayetteville, NC 28304
(910) 615-4544 | (910) 476-2693 cell | Fax (910) 321-6187 | spoteet@capefearvalley.com

Yakaboski, Greg

From: Shea Poteet [spotet@capefearvalley.com]

Sent: Tuesday, March 20, 2012 9:31 PM

To: Yakaboski, Greg

Cc: Sandy Godwin

Subject: RE: relocation back up

Cape Fear Imaging is located on north side of the hospital; Valley Pavillion is located on south side of the hospital,
Shea

From: Yakaboski, Greg [mailto:greg.yakaboski@dhhs.nc.gov]

Sent: Tuesday, March 20, 2012 4:33 PM

To: Shea Poteet

Subject: RE: relocation back up

Shea,

Where is Cape Fear Imaging in relation to Valley Pavillion?

Thanks, Greg

Gregory F. Yakaboski, Project Analyst

Certificate of Need Section, DHSR

919-855-3873

From: Shea Poteet [mailto:spotet@capefearvalley.com]

Sent: Tuesday, March 20, 2012 4:28 PM

To: Yakaboski, Greg

Cc: Sandy Godwin

Subject: relocation back up

Attached follows behind Exhibit A's. Please see description.



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