



North Carolina Department of Health and Human Services
Division of Health Service Regulation

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Division Director

October 1, 2014

Colleen Crowley, Esq.
K & L Gates, LLP
P.O. Box 14210
Research Triangle Park NC 27709-4210

Exempt from Review - Replacement Equipment

Facility: Rex Hospital
Project Description: Replace linear accelerator in Vault 4 at Rex Hospital
County: Wake
FID #: 953429

Dear Ms. Crowley:

In response to your letter of September 22, 2014, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(f). Therefore, you may proceed to acquire, without a certificate of need, the Elekta Versa HD linear accelerator to replace the existing Varian Clinac 2100 linear accelerator located in Vault 4. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you should provide the Medical Facilities Planning Branch with the serial number of the new equipment to update the inventory, if not already provided.

Moreover, you need to contact the Construction and Radiation Protection Sections 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,

Michael J. McKillip
Project Analyst

Martha J. Frisone, Interim Chief
Certificate of Need Section

cc: Medical Facilities Planning Branch, DHSR
Construction Section, DHSR
Radiation Protection Section, DHSR

Certificate of Need Section

www.ncdhhs.gov

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Received by
the CON Section
SEP 22 2014

September 22, 2014

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Via Hand Delivery

Martha Frisone, Chief
Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health and Human Services
809 Ruggles Drive
Raleigh, NC 27603

RE: **EXPEDITED REQUEST** - Rex Hospital, Inc. – Exemption Notice for Acquisition of Replacement Linear Accelerator for Vault 4 at Rex Hospital, Inc.’s main campus, Wake County

Dear Ms. Frisone:

Our client, Rex Hospital, Inc. (“Rex”), seeks to acquire an Elekta Versa HD linear accelerator (“Elekta”) (“Replacement Equipment”). The Replacement Equipment will replace Rex’s current Varian Clinac 2100 cd Linear Accelerator (“Existing Equipment”). The Existing Equipment is currently housed in Vault 4 of the Rex Cancer Center on Rex’s main campus. The Replacement Equipment will be located in the same location. The purpose of this letter is to provide the Agency with notice and to request a determination that Rex’s purchase of the Replacement Equipment is exempt from Certificate of Need (“CON”) review under the replacement equipment exemption provisions contained N.C. Gen. Stat. § 131E-184(f)(1)-(3)).

The General Assembly has chosen to exempt certain, otherwise reviewable events from CON review. Among those exemptions is the acquisition of “replacement equipment,” defined as follows in the CON law:

“Replacement equipment” means equipment that costs less than two million dollars (\$2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

See N.C. Gen. Stat. § 131E-176(22a). Under the new provisions found at N.C. Gen. Stat. § 131E-184(f)(1)-(3), the CON Law provides:

- (f) The Department shall exempt from certificate of need review the purchase of any replacement equipment that exceeds the two million

Martha Frisone
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dollar (\$2,000,000) threshold set forth in G.S. 131E-176(22) if all of the following conditions are met:

- (1) The equipment being replaced is located on the main campus.
- (2) The Department has previously issued a certificate of need for the equipment being replaced. This subdivision does not apply if a certificate of need was not required at the time the equipment being replaced was initially purchased by the licensed health service facility.
- (3) The licensed health service facility proposing to purchase the replacement equipment shall provide prior written notice to the Department, along with supporting documentation to demonstrate that it meets the exemption criteria of this subsection.

The term “main campus” is defined at N.C. Gen. Stat. § 131E-176(14n)) as follows:

- (14n) “Main campus” means all of the following for the purposes of G.S. 131E-184(f) and (g) only:
- a. The site of the main building from which a licensed health service facility provides clinical patient services and exercises financial and administrative control over the entire facility, including the buildings and grounds adjacent to that main building.
 - b. Other areas and structures that are not strictly contiguous to the main building but are located within 250 yards of the main building.

In addition to the foregoing, to qualify for this exemption, the replacement equipment must be “comparable” to the equipment it replaces and must be “sold or otherwise disposed of when replaced.” Rex’s proposal qualifies for this exemption.

A. Cost of the Replacement Equipment

The total cost to acquire, install, and make operational the Replacement Equipment is \$4,115,886 which includes construction costs of \$399,369, architect and engineering fees of \$60,000, equipment costs of \$2,900,000 and other ancillary costs of \$756,717 for treatment planning software and other materials. (See Exhibit 1, Quotation for Replacement

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Equipment; Exhibit 2, Quotation for Ancillary Costs; Exhibit 3 Proposed Total Capital Cost Sheet; Exhibit 4 Certified Cost Letter) The construction cost of \$399,369 for making the proposed equipment operational is indicated in a certified cost letter from James F. King, III AIA, Project Architect from RGG Architects. (See Exhibit 4, Certified Cost Letter and Exhibit 5, Floor Plan of Vault 4 Renovations) No other construction-related costs will be incurred for this project. The cost for the removal of the Existing Equipment is included in the price quotation of \$2,900,000 for the Replacement Equipment itself. (See Exhibit 6, Existing Equipment Disposal Letter)

In combination, the cost for acquiring the Replacement Equipment, installation of the Replacement Equipment, and removal of the Existing Equipment represents a total capital cost of \$4,115,886. There will be no other construction costs or other capital costs associated with this replacement project.

B. Equipment Being Replaced is Located on the Main Campus

The Existing Equipment is currently located in the Rex Cancer Center in Vault 4 which is located on Rex's main campus. (See Exhibit 7, Floor Plan at Rex Cancer Center) The Replacement Equipment will be placed in the same location. As the site plan, attached as Exhibit 7, shows the Rex Cancer Center is adjacent to the main hospital entrance and accessed by a hallway on the 1st and 2nd floors, As such the Rex Cancer Center is clearly part of the main campus pursuant to N.C. Gen. Stat. § 131E-176(14n)(a).

Clinical patient services are provided at the main campus of Rex, which is where the Existing Equipment is located. (See Exhibit 8, Rex Site Plan, 2nd floor) Financial control of Rex is exercised from the main campus of Rex, which is where the Existing Equipment is located. Administrative control of Rex is exercised from the main campus of Rex, which is where the Existing Equipment is located.

C. Comparable Equipment

The CON rule codified as 10A N.C.A.C. 14C.0303 (the "Regulation") defines "comparable medical equipment" in subsection (c) as follows:

"Comparable medical equipment" means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.

10A N.C.A.C. 14C.0303(c).

Rex intends to use the Replacement Equipment for substantially the same linear accelerator services for which it currently uses the Existing Equipment. The Existing Equipment is a Varian Clinac 2100 cd that was installed new at Rex in 1993. This Existing

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Equipment has been used for linear accelerator scans since installation and is still currently in use.

The Replacement Equipment will perform all procedures currently performed on the Existing Equipment. Although it possesses some expanded capabilities due to technological improvements, the Replacement Equipment will perform the same general range of procedures as the Existing Equipment. (See Equipment Comparison Chart, attached as Exhibit 9). The Replacement Equipment is therefore “comparable medical equipment” as defined in Subsection (c).

Furthermore, Rex does not intend to increase patient charges or per procedure operating expenses more than 10% within the first 12 months after its acquisition. For further equipment comparison, please refer to Exhibit 9, the Equipment Comparison Chart.

Subsection (d) of the regulation further provides:

(1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and

(2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and

(3) the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

10A N.C.A.C. 14C.0303(d). The Replacement Equipment will meet all three of the tests set out in Subsection (d). The Replacement Equipment satisfies the technology and functionality tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart (See Exhibit 9). Moreover, Rex represents that use of the Replacement Equipment will not result in the types of expense or charge increase described in Subsection (d)(3).

E. Disposition of Equipment

As part of the proposal to acquire the Replacement Equipment from Elekta, Elekta will de-install and take possession of the Existing Equipment, which will not be re-sold or re-installed in North Carolina without appropriate CON approval. (See Exhibit 6)

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F. Expedited Request

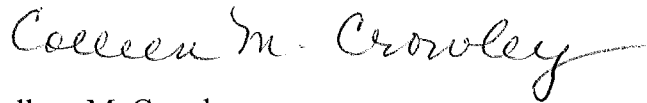
Rex is currently on the vendor's removal schedule for the weekends of October 11th and 18th, pending a determination by the CON Section. Rex can delay the removal of the equipment if it does not have approval for the replacement linear accelerator, however, it will fall back further on the vendor's removal schedule. In order to avoid unnecessary delay, Rex respectfully requests expedited consideration of its Request by October 1, 2014.

CONCLUSION

Based on the foregoing information, Rex hereby requests that the Agency provide a written response confirming that the acquisition of the Replacement Equipment described herein is exempt from CON review. If the Agency needs additional information to assist in its consideration of this request, please apprise us as soon as possible.

We thank you for your consideration of this notice.

Sincerely,



Colleen M. Crowley

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Exhibits

- | | |
|-----------|---------------------------------------|
| Exhibit 1 | Quotation for Replacement Equipment |
| Exhibit 2 | Quotation for Ancillary Costs |
| Exhibit 3 | Proposed Total Capital Cost Sheet |
| Exhibit 4 | Certified Cost Letter from Architect |
| Exhibit 5 | Floor Plan of Vault 4 Renovations |
| Exhibit 6 | Equipment Disposal Letter from Vendor |
| Exhibit 7 | Floor Plan of Rex Cancer Center |
| Exhibit 8 | Site Plan of Rex Hospital |
| Exhibit 9 | Equipment Comparison Chart |





Quotation Number: 2014-63606-CB

Quotation Date: July 30, 2014

Valid Until: December 31, 2014

Prepared For:
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Elekta is pleased to submit the following Quotation for the products, software licenses, and/or services described herein at the prices and terms stated.

Elekta Versa HD

Total Offer Price: \$2,900,000.00

The price under this Quotation reflects a discount of \$5,105,165.71 USD. If customer is an entity that reports its costs on a cost report required by the Department of Health and Human Services or a state healthcare program, the customer must fully and accurately report any discount that has been provided by Elekta under the final agreement between the parties in the applicable cost report and provide information upon request by the Secretary of Health and Human Services or a state agency.

Subject to Elekta, Ltd. Terms & Conditions or those previously negotiated.

State, local and other taxes, and import/export licenses are not included in this Quotation.



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Scope of Supply

Qty . Description

1 Elekta Versa HD™ - A single delivery system with unmatched versatility

-Versa HD is a single solution with the flexibility to deliver conventional therapies to treat a wide range of tumors throughout the body, while also enabling treatment of highly complex cancers that require extreme targeting precision. As an integrated treatment system, Versa HD offers the versatility to address today's growing cancer management challenges.

Building on Elekta's longstanding history of pioneering solutions for radiation therapy Versa HD provides:

- Advanced digital accelerator with exclusive cover set design, featuring enhanced ergonomics and softer streamlined design to provide a confident and relaxed treatment environment.
- A broad spectrum of delivery techniques from 3D Conformal Radiotherapy to IMRT, VMAT and SBRT, SRT/SRS techniques.
- The ability to deliver higher dose rates through Versa HD's High Dose Rate Mode, which provides the latest advantages in flattening filter free beam delivery of 6MV & 10MV beams at dose rates up to 1400MU/Min and 2200MU/Min respectively, as well as significant reduction in scatter, lowering whole body radiation doses.
- Agility™, Elekta's revolutionary integrated multi-leaf collimator, that provides full field high resolution beam shaping (5mm at isocentre), a 40 x 40cm treatment field and effective leaf tip speed of up to 6.5cm/sec, capable of covering multiple targets with interdigitation and island shapes. In addition to this it provides significant reduction in non-therapeutic dose, which is important with dose escalated techniques such as SRS & SRT. With unprecedented combination of high dose rate delivery provided by Versa HD's High Dose Rate Mode and rapid MLC leaf speed of Agility™, allows for clinicians to explore the full capabilities of high dose rate delivery and take advanced therapies such as VMAT, SRT and SRS to new levels.
- Confident dose placement is provided by 2D MV and 2D & 3D kV image guidance for advanced soft tissue visualization, to provide accurate target localization.

The Elekta Versa HD™ Treatment Delivery Accelerator with full image guidance includes:

- Digital Linear Accelerator and Patient Support System.
 - Agility™ Beam Shaping Device.
 - High Dose Rate Mode providing 6 and 10 MV flattening filter free deliveries supporting dose rates of up to 1400MU/Min and 2200MU/Min respectively.
 - 6 and 10MV flattened photon beams as standard.
 - Optional additional flattened photon energy (15 MV).
 - Optional Electron delivery capability. (choice from 4,6,8,9,10,12,15 MeV).
 - Integrated Auto-Wedge providing any wedge angles from 1 to 60 degrees.
 - Short shadow tray for shielding blocks.
 - Mechanical Front Pointer.
 - Laser Back pointer.
 - Three soft touch hand held controllers for linac and imaging equipment movement in the treatment room.
 - Two in-room monitors mounted on both sides of the linac for easy of accessibility.
 - Independent brake control for the Patient Support System table lateral, longitudinal and isocentric rotation movements.
 - Function Key Pad, providing the following features:
 - MV Start, Interrupt and Terminate.
 - LED's to indicate radiation on / off status.
 - Linac Assisted Setup (ASU) - automatic gantry and diaphragm rotations.
 - Table ASU and Remote Automatic table moves- supporting automatic table translations and isocentric setup.
 - Imaging ASU - facilitating automatic remote retraction of the iViewGT™ detector.
 - kV image acquisition control.



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- Integrity™ Treatment control system managing all aspects of the treatment delivery process. Providing control, monitoring and recording facilities for all pertinent Linac, patient and machine data.
 - PreciseBEAM™ Segmental, Dynamic, Dynamic Arc and VMAT IMRT delivery capability.
 - Network Security Solution. Supplies antivirus, antimalware and firewall protection for the treatment control system. Also hosts the Intellimax™ Agent supporting remote support via Intellimax™ Connect.
 - Control system rack mounted MOSAIQ® Sequencer (excludes software).
 - Extended Service capability.
 - Provides ability to record details of delivered beam to a network printer or as an electronic file to a network location.

- XVI, offering 2D and 3D kV imaging capability supporting image guided treatment workflows.
 - kV imaging Hardware.
 - Fan Cooled X-ray Tube.
 - Retractable kV tube support arm.
 - 40kW kV generator.
 - 41x41cm Amorphous Silicon kV detector panel mounted on a robotic motorized retractable arm.
 - Manual collimator and filter facility.
 - High performance dual Processor PC providing a user interface for kV image acquisition, VolumeView™ reconstruction, and suite of imaging review tools.
 - In treatment room display of XVI settings.

- XVI Software options.
 - PlanarView™ enables the acquisition of static 2D kV images on the XVI system. Images are displayed, and can be compared to a reference image. Image annotation tools are available.
 - Reference images can be imported via DICOM.
 - Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator.
 - Ability to export images via DICOM to MOSAIQ® for image analysis. Export can be manually or automatically initiated.
 - MotionView™ enables the acquisition of 2D kV sequence images. These images can be acquired to monitor organ motion over a specified period of time. Images are then displayed as a movie loop series of images.
 - Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator.
 - VolumeView™ enables the acquisition of 3D fully isotropic Volume images.
 - Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator. They also include gantry rotation control, and settings for number of projections to be acquired during 3D-volume acquisition.
 - Selectable Field of View includes Amorphous Silicon detector position and X-ray collimator setting for 3D-volume acquisition.
 - Provides the user with the ability to interrupt and restart VolumeView™ acquisitions using the Function Key Pad. Supports 3D acquisition during breath-holding procedures by allowing the acquisition of partial volumes for each separate breath hold, with subsequent reconstruction a single 3D image.
 - Includes 3D-image reconstruction software.
 - Multi planar reconstructed image display, with easy 3D volume explore facility.
 - Image display tools, window level/width, Zoom.
 - DICOM CT, DICOM RT Image and Structure Set import, DICOM RT Plan import.
 - Reference image display.
 - Sophisticated Image registration tools, provide automatic image registration as well as manual registration facility.
 - A 3D Shaped Registration Region of Interest can be generated from any structure imported from the Treatment Planning System, or created manually using tools in the software. This allows generation of a 3D registration volume which conforms to anatomical structures.
 - Isocenter display in volume display.
 - Reference image structures display overlay onto VolumeView™ image.
 - Relative table zero and correction vector display and record.
 - In room table zero and relative table position display and operation.
 - In treatment room display of XVI settings.
 - Image storage facility.
 - QA software for geometric calibration of kV to MV system.
 - Support manual or automatic export of VolumeView™ images as DICOM CT images to a configured external system.
 - Tape drive Backup and archive solution



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- iViewGT™ offering 2D MV Imaging capability supporting image guided treatment workflows.
 - MV imaging hardware.
 - Rigid and fully retractable slim line amorphous silicon detector panel on an interlocked retractable arm with automatic and manual movement control.
 - PC for acquisition of MV images.
 - iViewGT software provides.
 - Full image acquisition capability for iViewGT™ customers.
 - Automated patient creation, selection and image acquisition capability.
 - Enhanced image display options offering superior structure visualization. (Enabled with the CLAHE (Contrast Limited Adaptive Histogram Equalization) algorithm).
 - Extensive networking capabilities through DICOM.
 - Automated DICOM export of acquired images.
 - Sophisticated tool set for efficient image acquisition, review and approval.
 - Confident tracking of sophisticated treatments such as IMRT, with fast continuous synchronized imaging.
 - Enhanced printing for display of images.
 - Export image log for trend analysis facility.
- Set of phantoms for ease of calibration and QA of the image guided technology. Including:
 - Geometric Phantom - specially designed to enable kV to MV isocenter alignment and other calibration activities for the imaging system. Used in conjunction with the specific associated software tools delivered with the system to enable fast calibration of the kV to MV X-ray isocenter, and flex map calibration for VolumeView™ imaging.
 - 2D Phantom - Image quality phantom use for 2D kV image quality to determine the low contrast and spatial resolution of 2D kV images (PlanarView™ images).
 - Calibration phantom.
 - VolumeView™ Contrast phantom - QA phantom to enable measurement of high resolution and contrast resolution and other image quality parameters of the VolumeView™ images acquired on the XVI workstation.
- Elekta Versa HD™ System Manuals

1 15 MV High Energy Photon

1 6 MeV Electron Energy

1 9 MeV Electron Energy

1 10 MeV Electron Energy

1 12 MeV Electron Energy

1 15 MeV Electron Energy

1 **Combined Interdigitation & CVDR license**

Optional license providing interdigitation and Continuously Variable Dose Rate (CVDR) functionality on MLCi2 and Agility heads only.

This license is applicable to customers who are purchasing a linear accelerator with the Integrity treatment control system. This license is for MLCi2 and Agility systems only. The license is valid for customers requiring interdigitation with an MLCi2/Agility head and dynamic/VMAT delivery licenses.



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1 XVI R5.0 Software License

The advanced XVI license enables efficient streamlined IGRT workflows, including one touch VolumeView™, and fast automated image registration.

This license also includes;

- start/stop MotionView™
- Annotation overlay during MotionView™
- Import master RPS data to XVI (Distributed Imaging)
- HU specification
- optimised presets for dose reduction
- data anonymisation

The advanced Intrafraction Imaging functionality is optional with this software.

The advanced registration functionality such as 3D Automated Seed Matching, Critical Structure Avoidance and Symmetry (4D IGRT) are also optional with this software.

Please note that the SYNERGISTIQ configuration requires additional hardware and software to be ordered from BASS.

1 Elekta Versa HD™ XVI Kit

This kit provides the XVI hardware in the Elekta Versa HD™ color scheme

The XVI Kit includes

- The kV imaging and source arm with Elekta Versa HD™ coversets
- Standard set of XVI collimators and filters in Elekta Versa HD™ colours.
- Installation cables and XVI hardware upgrade kit.

1 VolumeView™ Contrast phantom

QA phantom to enable measurement of high resolution and contrast resolution and other image quality parameters of the VolumeView™ images acquired on the XVI workstation.

1 Las Vegas Calibration Phantom

The Las Vegas phantom is a device that is used to check image quality of a portal imaging device at different Megavoltage energies both at acceptance and as part of the corrective maintenance procedure.

1 SYNERGISTIQ Software License

Enables the XVI functionality to support advanced workflows available with SYNERGISTIQ.

SYNERGISTIQ integrates MOSAIQ and Elekta Synergy into a consolidated and synchronized user interface that brings together, in a coordinated manner, the various systems that are required for Image Guided Radiotherapy.

1 Response™ Gating Control System for Digital Accelerators

Response™ provides a seamless interface that supports automated gated treatment delivery for a range of delivery techniques, from conformal to IMRT & VMAT, in combination with validated external triggers and Elekta digital accelerators.

1 HexaPOD™ evo RT CouchTop with IGUIDE® 2.0 Tracking System

This package can be used for a Precise as well as for a Elekta Synergy or an Axesse.

This package supplies the user with all the necessary hardware and software for a complete HexaPOD™ evo RT System installation.

1 Symmetry™ License



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4D Acquisition, In line Reconstruction and Registration

Symmetry™ provides acquisition and in line reconstruction of 4D volumetric data, utilizing unique patented technology for sorting each projection image into a phase based bin. This sorting occurs by reviewing the moving anatomy within the projection images and calculating a respiratory trace directly from the internal anatomy. No external surrogates are required in this process.

Following reconstruction, Symmetry™ includes an optimized workflow for registration purposes. Each reconstructed phase of the respiratory cycle is matched to a 3D reference image automatically. Following registration, the user can review the results quickly and efficiently due to an optimized software view. Correction vectors are automatically calculated to position the tumor in either the average or the exhale position.

1 3D Automated Seed Match License

This functionality employs an optimized 3D registration algorithm to register implanted markers, providing fast, efficient registration without compromising on 3D volumetric information.

1 Critical Structure Avoidance

Registration of a Clipbox and Shaped Registration Region of Interest.

Critical Structure Avoidance allows registration of two separate areas of anatomy, utilizing both the Clipbox and the Shaped Registration Region of Interest. XVI software will calculate the relationship of both areas of anatomy to the proposed correction vectors and alert the user if the target has moved closer to the critical structures due to anatomical changes. The user can then choose to select a compromise between the two areas, or send the patient for re-planning.

1 Standard Set of Aperture Plate Electron Beam Applicators

Field sizes:

- 6 x 6 cm, SSD 95 cm
- 10 x 10 cm, SSD 95 cm
- 14 x 14 cm, SSD 95 cm
- 20 x 20 cm, SSD 95 cm

Fitted with spring loaded touch guard, coded end frames and electrical connection to linear accelerator latch mounting system enables easy and rapid attachment.

1 Software License Collation XVI 5.0

The XVI software offers a fully integrated solution for advanced Image Guided Radiation Therapy techniques on the Elekta Synergy® and Elekta Infinity™ range of machines. 2D, or optional 3D and 4D kV images can be acquired with the patient in the treatment position, at the point of treatment on the Elekta Digital Accelerator.

This is mandatory XVI Software. MRT 20261 is also required.

1 Software License Collation XVI

The XVI software offers a fully integrated solution for advanced Image Guided Radiation Therapy techniques on the Elekta Synergy® and Elekta Infinity™ range of machines. 2D, or optional 3D and 4D kV images can be acquired with the patient in the treatment position, at the point of treatment on the Elekta Digital Accelerator.

This is mandatory XVI Software

Compatible with Desktop 7.01 or higher

1 XVI TFT Monitor

Specification for high resolution 17" Flat Panel Monitor.

The TFT monitor will fit neatly into the linac control area.

It is used to display the high resolution images acquired on XVI, from PlanarView™, MotionView™, and VolumeView™.

1 Elekta Versa HD™ - Optional XVI Cassettes



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Provision of additional XVI collimators, in Elekta Versa HD™ colours, for imaging.

Includes:

- VolumeView cassettes : L10, M2, L2
- XVI Cassette holder

1 External Portal Imaging Interface

A mechanism where user and system events in iView™ are sent to an external customized program. Could be used as an interface to third party systems or for analysis of image data.

1 40kW kV generator

The Elekta Synergy® System XVI has an integrated 40kW kV generator which provides multiple setting control via the XVI software. Acquisition parameters are configured within the Preset protocol function in the XVI software which is user configurable. The generator and X-ray tube have been optimized for the 3D VolumeView™ imaging, as well as radiographic type exposures for PlanarView™ and MotionView™.

1 Remote Retraction of the iViewGT™ detector

This kit allows Remote Retraction of the iViewGT™ detector from the Function Key Pad.

1 In-room Monitor, Keyboard and Mouse

Local Procurement Specification

1 IMKM

The In-room Monitor and Keyboard function provides the operator with access to all clinical and service functions available at the control console from inside the treatment room.

Comprising:

- Cable switching connectors for attaching the in-room monitor to the treatment control system.

1 Agility Service Tool

Tool to support maintenance of the Agility beam shaping device.

1 Agility Spare Kit - Basic

Optional kit providing a set of commonly used spares for the Agility Beam shaping device.

1 IntelliMax™ Intelligent Agent

This License provides only the IntelliMax™ Intelligent Agent license. Any provision of services relating to the use of data collected by the Agent (via the IntelliMax™ Enterprise) should be negotiated as part of the Service Contract between the Customer and the BU/distributor.

IntelliMax™ Intelligent Agent requires a dedicated PC. Provision of this PC must be negotiated between the Customer and the Elekta BU/Distributor. A specification of the PC can be obtained from your Elekta representative.

IntelliMax™ Intelligent Agent also requires a direct internet connection to the Agent PC opening secure port 443 (https).

1 Standard Hard Copy Printer

1 Flat panel monitor for iView



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- 1 **Applications Training for Standard Therapy on the Desktop**
The 2-day Standard Precise Desktop Course (travel time inclusive) provides training for 4 Radiation Therapists in the clinical use of the Precise Desktop Digital Linear Accelerator. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy.

- 1 **XVI Applications Training**
The 4-day XVI training course (travel time inclusive) provides training for Radiation Therapists in the clinical use of the X-ray Volume Imaging portion of the Elekta Digital Accelerators. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy, CT, or Diagnostic Imaging. This course is given at the customer site for a maximum of 4 users.

- 1 **Software Media Pack, SYNERGISTIQ Clients**

- 1 **Aperture Plate Electron Beam Applicator 25 x 25 cm**
Fitted with spring loaded touch guard, coded end frames and electrical connection to linear accelerator.
The X-ray diaphragms are then set automatically to the optimum position.
A unique hook and latch mounting system enables easy and rapid attachment.

- 1 **Turbo Starter Kit for Linear Accelerators**
Ancillary equipment required for the installation and maintenance of any Precise Digital Accelerator.
Comprising:
 - Rotary vacuum pump
 - Turbo molecular pump attachment for rapid pump down times and higher roughing vacuum

- 1 **Room Lasers, Red, Remote**
Laser patient alignment system, red lines with remote control adjustment.
Set of 4 red room lasers.
Comprising 3 crosshair and 1 line sagittal laser.
Featuring extremely fine lines (< 1mm), high precision adjustment at the isocenter and easy to install, stable mounting bracket.

Inclusive of switchable (110v to 240v) Power Supply and universal main adaptor and remote hand-held controller.

- 1 **Standard Rigging & Handling**
Basic rigging of Linac to first floor or ground floor location. Elekta will provide the necessary crew to offload, uncrate, rigging and machinery moving required to set system as per plan, and remove debris. Basic rigging excludes use of a crane or rigging down an elevator shaft.

Standard Rigging includes:
 - Make one pre-installation site visit and delivery project management.
 - Drill holes for equipment fasteners
 - Supply a 12,000 lb capacity forklift during the off loading procedure
 - Stage and uncrate the linac machine, move all components into the facility, and set as directed.
 - Remove and dispose of all packaging that will not be reused.
 - Transport the base, gantry and beam arm into the facility/bunker on transport trolleys supplied by Elekta.
 - Set the base frame in place (Elekta will level).
 - Set the gantry drum onto the base frame.
 - Set beam arm into the gantry.
 - Install counterweight holder and stack the counterweights.
 - Supply a manual gantry lifting system to perform aforementioned setting activities and all necessary tools.-
 - Supply a crew, including a rigging supervisor.
 - Include the cost of all associated resource and expenses, including related travel time.
 - Complete all rigging activities in a single day.



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Standard Rigging excludes:

- Crane service.- Elevator, or shaft deliveries.
- No clear access to the building (exterior).
- Interior obstruction en route to treatment room.
- Any shoring needed to protect the structure from the weight of the system.
- Any shoring and/or plating needed to build temporary dock or landing area for the unit.
- Extra long delivery routes, distances in excess of 150' from offload site to the treatment room.
- Overtime, weekend, premium time, unless Weekend Rigging selected.

additional travel expenses should the project exceed the time allotted in this scope for reasons beyond Elekta or our contractor's control.

additional man-hours, manpower, travel expenses, or equipment required due to delays caused by incorrect site preparation, waiting time, or delays not caused by Elekta or our contractor will be itemized and billed to the customer at then current rates.

- 1 **Applications training for iViewGT™**
The 3-day iViewGT™ training course (travel time inclusive), provides training for 4 radiation therapists in the clinical use of the iView™ imaging system. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in radiation therapy.
- 1 **Kit, XVI Daily QA Phantom**
Daily QA Phantom for kV and MV projection imaging and kV VolumeView™ checks
Laser and lightfield coincide additionally
Spreadsheet for recording and analyzing trend results
- 1 **20" Flat panel control room monitor**
- 1 **Customer Interface Terminal Board**
- 1 **U.S.A. Electron Flatness**
Electron flatness according to U.S.A. standards, optimized at 100 cm.
- 1 **Control System hardware for XVI R5.0**
The XVI control system is a high specification dual processor PC which supports all aspects of the IGRT process including 2D, 3D and 4D kV image acquisition, VolumeView™ reconstruction, and analysis using a suite of advanced registration functionality.
- 1 **Power Distribution Unit for Elekta® Linear Accelerator - 480 Volt Input**
The PDCU incorporates a transformer, output circuit breakers, filtering for high frequency noise, distortion, and transient pulse suppression, in one cabinet. This reduces site preparation costs and complexity for the customer.
- 1 **Medical Gases SF6 for Installation and Service**
Includes:
 - 44-liter cylinder for SF6 gas
 - 115 lbs of SF6 gas
 - Regulator
 - Delivery



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1 Medical Gases Nitrogen for Installation and Service

Includes:

- 16-liter cylinder for Nitrogen (N2) gas
- Nitrogen (N2) gas
- Regulator
- Delivery

1 A Frame for Installation/Service

Includes:

- A Frame
- Trolley
- Hoist (pulley)
- Delivery Note: Not required if iBeam is in place.

1 Close Circuit TV System-Color

1 Intercom system for patient and radiographer communication

The MP-S Aiphone System consists of :

1. Single Master Station located in the Treatment control station room for the Radiation Therapist use.
2. Substation - This will be mounted on the wall in the Treatment room. The substation is hands free and will carry the patient's voice back to the Master Station.
3. A ceiling frame with speaker to be mounted in the ceiling of the Treatment room and transmit the therapist's voice inside the Treatment room
4. A power supply, 24V transformer, and 100 feet of shielded cable

1 Electron Beam Field Shaping System

For use with Electron applicators from Elekta and allows the user to easily provide Electron Beam field shaping. The system comprises:

- A Universal leveling template with an adjustable arm for securing styro-foam inserts- Set of five (5) rubber molds compatible with Elekta Electron applicators
 - 6cm x 6cm
 - 10cm x 10cm
 - 14cm x 14cm
 - 20cm x 20cm
 - 25cm x 25cm
- Provided as part of the system is one (1) Hot Wire Cutter.

1 Hook and Latch Magnification Graticule

Solid Frame Port Film magnification graticule that attaches directly to the linac, taking the place of the coded shadow tray, thus providing more clearance between the patient and the accessory.

Used in treatment verification for situations where simultaneous fitment of blocking tray is not required.

1 Open Air Graticule

The Open Air Graticule is intended to be used for Radiation Therapy to project a scale of defined increments on port film images which can aid in treatment setup and verification.



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The Open Air Graticule does not require the use of a shadow tray holder and can be attached directly to the head of the Precise Treatment System or SL Linac. It consists of two wires delineating the X & Y axis of the treatment field. This model of graticule is ideal for MLC customers and especially those using Elekta's iView & iViewGTTM. Because the open air graticule has a minimal transmission factor, with Physic's approval, the customer does not have to re-enter the treatment room after the port film to deliver the treatment. Please see product User manual for specific treatment information.

1 Elekta® - IGRT Clinical Training Course

To provide clinical understanding of the use of 4D image guided radiation therapy and give practical guidelines in the use of Elekta linac.

Content

- Introduction to IGRT - clinical experience and benefits
- General clinical workflows
- Image acquisition - calibration and basic QA
- Data communications (TP-XVI)
- Image registration
- Set-up deviation handling - decision rule - table correction
- Protocol - correction of error
- Practical workflows (on/off-line)
- Lectures on different clinical indications (pelvis, lung, head & neck and breast)
- Practical hands-on
- QA sessions and planning

Pricing Includes:

- Tuition for one user

Pricing Does Not Include:

- Airfare
- Hotel
- Travel related expenses

Training centers and duration 2-3 day course at:

- The Netherlands Cancer Institute (NKI/AVL), Amsterdam, the Netherlands
- Princess Margaret Hospital, Department of Radiation Oncology, Toronto, Canada
- Swedish Cancer Institute, Seattle, Washington, USA
- Or an alternate collaborating training hospital.

Target group

- Radiation Oncologists
- Physicists
- Radiation Therapists/Radiographers

Pre-requisite: None

For further information please contact: info.education@elekta.com

Courses are available for twenty-four (24) months after Acceptance or first clinical use, whichever occurs first.

1 SRT Clinical Training Course

The objective of this training program is to present the steps required to implement SRT for routine treatment on Elekta's linear accelerators.



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Content

- Providing the theoretical background to Stereotaxy and hypofractionation techniques
- Demonstrate the use of a range of Elekta SRT systems functionality for target localization
- Hands-on patient immobilization and Positioning simulations
- Principles and functions of Stereotaxy using Elekta SRT systems
- Dose escalation and hypofractionation techniques
- Tumor types considered suitable for treatment
- Practical hands-on sessions using patient simulations
- Patient set-up simulations
- Optimal dose plans for different lesions
- Discussions on target planning and dose planning

Pricing Includes:

- Tuition for one user

Pricing Does Not Include:

- Airfare
- Hotel
- Travel related expenses

After registration, a selection of hotels in the vicinity of the hospital will be forwarded.

Training centers and duration

2 day course held at Wake Forest University Baptist Medical Center, North Carolina, USA in collaboration with Elekta.

Target group

- Radiation Oncologists
- Physicists-Radiation Therapists/Radiographers
- Dosimetrists
- Anyone interested in SRT

Pre-requisite

A solid understanding of oncology and extensive experience of delivering image-guided RT.

For further information please contact: info.education@elekta.com.

1 Elekta Oncology Engineer Technical Training (EOE) 1

Objective

Basic understanding of both electrical and mechanical operation of:

- Linear Accelerator
- iViewGT & XVI
- Precise Table
- MLCi & Beam Modulator
- Computer Systems



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Linear Accelerator

- Course introduction
- Patient Workflow and Clinical Operation
- Pre-Course Learning Modules
- Machine Geography
- Control Systems
- Interlocks & Supplies
- Isocenter Checking
- Services
- External Systems Overview (including MOSAIQ)
- Machine calibration
- Fault Finding

iViewGT and XVI

- Service support of iViewGT and XVI mechanical systems
- Panel position calibration on iViewGT and XVI

Precise Table

- Safety and Geography
- Calibration and ASU setup
- Principles of Operation
- Corrective and Planned Maintenance
- Trouble Shooting

MLC and Beam Modulator

- Control Systems
- MLC Mechanical Systems
- Beam Modulator Mechanical Systems
- Component Exchange and Fault Finding
- MLC Calibration
- Beam Modulator Calibration
- ACAL Image Based Calibration

Computer Systems Overview and Principles of Operation of:

- Linac Control System
- iViewGT Control System
- XVI Control System

Pricing Includes:

- Tuition for one user

Pricing Does Not Include:

- Airfare
- Hotel
- Travel related expenses

Assessment Three (3) theory assessments

Training center and duration 15-day course at training center in Europe or USA. Target group

- Hospital physicists
- Hospital engineers
- Elekta and distributors

Pre-requisite:

- None

Further information: Contact the local Elekta business unit or representative.

Courses are available for twenty-four (24) months after Acceptance or first clinical use, whichever occurs first.

1 **Elekta Oncology Engineer Technical Training (EOE) 2**

Objective

A competent student will be able to:

Linear Accelerator beam physics

- Measure and adjust photon and electron beam energy, symmetry, and uniformity
- Check the operation of connectivity to an external system
- Conduct logical fault finding methodology



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iViewGT and XVI imaging systems

- Setup, calibrate and operate iViewGT to demonstrate image quality
- Setup, calibrate and operate XVI to demonstrate 2D and 3D image quality

Content:

- Linear Accelerator beam physics
- Control systems- Measurement techniques
 - High tension and RF
 - Beam energy
 - Beam transport
 - Electrons
 - Fault finding

iViewGT and XVI imaging systems

- iViewGT Setup and Bad Pixel Map
- XIS Software Operation
- iViewGT Initial Image Setup, Multilevel Gain
- XVI Imaging Chain, Initial Image Setup and Bad Pixel Map, Multilevel Gain, flexmap, Volume View and Registration
- KV Generator

Pricing Includes:

- Tuition for one user

Pricing Does Not Include:

- Airfare
- Hotel
- Travel related expenses

Assessment:

- Two (2) theory assessments

Training center and duration 13-day course at training center in Europe or USA. Target group includes:

- Hospital engineers
- Elekta and distributors

Pre-requisites:

Completion of Elekta Oncology Engineer (EOE) 1 followed by at least four months experience on an Elekta digital linear accelerator or exemption test pass.

Further information: Contact the local Elekta business unit or representative.

Courses are available for twenty-four (24) months after Acceptance or first clinical use, whichever occurs first.

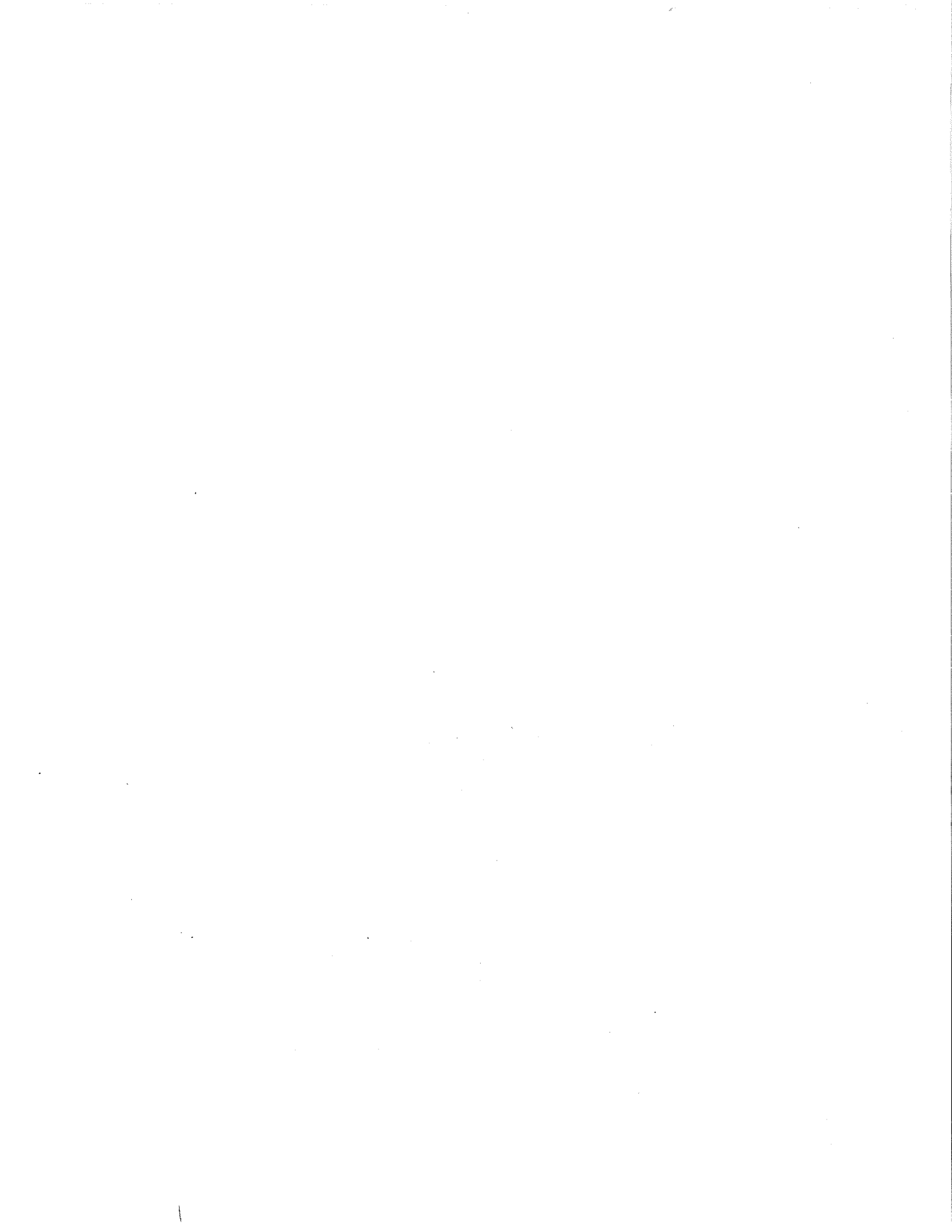
20000 Customer Travel Support

Funds that are granted for customer travel, meals, and expenses to industry related activities (e.g. ASTRO attendance, IGRT training, local symposia, etc.). This fund is limited to the amount shown and must be distributed within 24 months after equipment acceptance.

1 Beam Block Tray - Star Pattern

Beam block tray with holes in a star pattern.

Trays are designed with threaded, removable plugs for the coding of each block. Specially designed for use with the Elekta shadow tray assembly.





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Prepared For:

Fred Fangman
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(f) 919-784-3004
Currency: USD

Prepared By:

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Elekta is pleased to submit the following Quotation for the products, software licenses, and/or services described herein at the prices and terms stated.

OIS Machine Connectivity

Total Offer Price:

\$191,667.00

The price under this Quotation reflects a discount of \$114,895.80 USD. If customer is an entity that reports its costs on a cost report required by the Department of Health and Human Services or a state healthcare program, the customer must fully and accurately report any discount that has been provided by Elekta under the final agreement between the parties in the applicable cost report and provide information upon request by the Secretary of Health and Human Services or a state agency.

Subject to Elekta, Ltd. Terms & Conditions or those previously negotiated.

State, local and other taxes, and import/export licenses are not included in this Quotation.

EXHIBIT

2



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Valid Until: December 31, 2014

Scope of Supply

| Part Number | Name | Qty | Extended List Price | License Term |
|-----------------|--|-----|---------------------|--------------|
| 55500003000IQRO | MOSAIQ IGRT Connectivity for Elekta IGRT Connectivity kit for Elekta Connectivity kit including the RTD and Synergy delivery platform, interface to Elekta 80-leaf MLC/IMRT, interface to iView GT electronic portal imaging device and connectivity to the XVI including volumetric imaging. | 1 | 104500 | Perpetual |
| 45016003101IQRO | Connectivity to Elekta VMAT Elekta VMAT-Interface license that activities support - VMAT | 1 | 15000 | Perpetual |
| 46100003020IQRO | SYNERGISTIQ (Elekta Bundle) Consolidates and synchronizes MOSAIQ and the Elekta Synergy | 1 | 149000 | Perpetual |
| TPPLSR-SYQ2MON | DUAL MONITOR OPTION FOR SYNERGISTIQ PC | 1 | 1039 | NA |
| 53100000000IQRO | DICOM Information Manager for MOSAIQ Data Director DICOM Object Management Tool Core module MOSAIQ Data Director. Provides standards based, full fidelity storage for all DICOM objects + DICOM RT. Provides non-DICOM storage support for many file formats + highly configurable data storage, migration and organization rules for both. | 1 | 35000 | Perpetual |
| 53400000000IQRO | DICOM Device Connectivity for MOSAIQ Data Director Access to data from DICOM sources (5 Per Core DICOM License) DICOM Data Connectivity including access to imaging devices, treatment planning systems, DICOM-based data generation devices. | 1 | 0 | Perpetual |



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| | | | | |
|-----------------|--|---|---------|----|
| TPPSEQVMEXT | KVM Extender Kit for In-Room SEQUENCER Monitor Contract pass-through 3rd party product. Includes: 1 x ACS4001A-R2 Black Box ServSwitch Single DVI-D CATx KVM Extender, USB 1 x A3L980-150-BLUS Belkin CAT6 150' patch cable, RJ45 1 x 26911 Cables to Go DVI-D M/M Display Cable - 6.6 ft | 1 | 1472.32 | NA |
| TPPLSRLCDWSMON | HP LCD Monitor for MOSAIQ Workstations Contract pass-through 3rd party product. Includes: 1 x XN376A8#ABA HP LA2206x 21.5" LED LCD Monitor - 5 ms | 1 | 505.58 | NA |
| TPPLSRWSKBDMOUS | HP Keyboard and Mouse for MOSAIQ Workstation Contract pass-through 3rd party product. Includes: 1 x RC465AA HP USB Keyboard and Mouse Bundle | 1 | 45.9 | NA |



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Currency: USD

Prepared By:
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chris.broyles@elekta.com

Elekta is pleased to submit the following Quotation for the products, software licenses, and/or services described herein at the prices and terms stated.

MOSAIQ Upgrades/New Features

Total Offer Price: \$466,328.48

The price under this Quotation reflects a discount of \$466,328.49 USD. If customer is an entity that reports its costs on a cost report required by the Department of Health and Human Services or a state healthcare program, the customer must fully and accurately report any discount that has been provided by Elekta under the final agreement between the parties in the applicable cost report and provide information upon request by the Secretary of Health and Human Services or a state agency.

Subject to Elekta, Ltd. Terms & Conditions or those previously negotiated.

State, local and other taxes, and import/export licenses are not included in this Quotation.



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Scope of Supply

| Part Number | Name | Qty | Extended List Price | License Term |
|-----------------|---|-----|---------------------|--------------|
| 60701000000IQRO | EPRESCRIPTION ePrescription Base License | 1 | 5000 | Perpetual |
| 81000000000RO | Formulary Plus US Version First DataBank's NDDF Plus Embedded in IMPAC EMR US Version Applies the power of the National Drug Data File (NDDF) plus drug knowledge base from First DataBank to support the administration of medications using the IMPAC EMR; US DB; seat license. MO users need this for MOSAIQ, optional for RO users. US Version. | 10 | 3250 | Annual |
| 25002000000IQRO | MOSAIQ INTEGRATED FAXING | 1 | 3000 | Perpetual |
| TPPMQFAXSRV8P | FAX SERVER APPLIANCE FOR MOSAIQ - 8 LINES Contract pass-through 3rd party product. Includes: 1 x FF830 (Multi-Tech FaxFinder FF830 - fax server 8 ports) | 1 | 3617.97 | NA |
| 60302000000RO | ESI: Lab Order Export to TBD HL7 Lab Order Export from IMPAC EMR to TBD Export of HL7-formatted orders from IMPAC EMR. | 1 | 15730 | Perpetual |



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| | | | | |
|---------------|---|----|-------|-----------|
| 90401000000RO | ESI Implementation Services Hourly Service Fee for External System Interfaces | 25 | 5000 | NA |
| | Hourly implementation services fee for external system interfaces. | | | |
| 60401000000RO | ESI: Document Import HL7 Document Import to IMPAC EMR | 1 | 15730 | Perpetual |
| | Import of HL7-formatted documents into IMPAC EMR. | | | |
| 90401000000RO | ESI Implementation Services Hourly Service Fee for External System Interfaces | 25 | 5000 | NA |
| | Hourly implementation services fee for external system interfaces. | | | |
| 60402000000RO | ESI: Document Export from IMPAC EMR HL7 Document Export from IMPAC EMR | 1 | 15730 | Perpetual |
| | Export of HL7-formatted documents from IMPAC System | | | |
| 90401000000RO | ESI Implementation Services Hourly Service Fee for External System Interfaces | 20 | 4000 | NA |
| | Hourly implementation services fee for external system interfaces. | | | |
| 60312000000RO | ESI: Pharmacy Order Export HL7 Pharmacy Order Export from IMPAC EMR | 1 | 15730 | Perpetual |
| | Export of HL7-formatted pharmacy orders from IMPAC EMR | | | |
| 90401000000RO | ESI Implementation Services Hourly Service Fee for External System Interfaces | 30 | 6000 | NA |
| | Hourly implementation services fee for external system interfaces. | | | |



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| | | | | |
|--|---|---|-------|-----------|
| 60502000000RO | ESI: Schedule Export to TBD HL7 Schedule Export from IMPAC EMR to TBD | 1 | 15730 | Perpetual |
| Export of HL7-formatted schedule information from Multi-ACCESS | | | | |

| | | | | |
|--|---|----|------|----|
| 90401000000RO | ESI Implementation Services Hourly Service Fee for External System Interfaces | 25 | 5000 | NA |
| Hourly implementation services fee for external system interfaces. | | | | |

| | | | | |
|---------------|--------------------------------------|---|-------|-----------|
| 60501000000RO | ESI: Schedule Import from TBD | 1 | 15730 | Perpetual |
|---------------|--------------------------------------|---|-------|-----------|

| | | | | |
|--|---|----|------|----|
| 90401000000RO | ESI Implementation Services Hourly Service Fee for External System Interfaces | 40 | 8000 | NA |
| Hourly implementation services fee for external system interfaces. | | | | |

| | | | | |
|---------------|--------------------------------|---|-------|-----------|
| 60801000000RO | ESI CGD Export software | 1 | 15730 | Perpetual |
|---------------|--------------------------------|---|-------|-----------|

| | | | | |
|--|---|----|------|----|
| 90401000000RO | ESI Implementation Services Hourly Service Fee for External System Interfaces | 15 | 3000 | NA |
| Hourly implementation services fee for external system interfaces. | | | | |

| Part Number | Name | Qty | Extended List Price | License Term |
|---|--|-----|---------------------|--------------|
| 53200000000IQRO | Oncology Workflow Manager for MOSAIQ Data Director Integrated MDD Workflow and Analysis Tool | 1 | 129000 | Perpetual |
| Provides the MOSAIQ EMR access to MDD data and functionality within the context of oncology workflow. The user can initiate a query | | | | |



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to retrieve a listing of all the selected patient's archived DICOM studies and series, regardless of its actual storage location. Objects in MDD can be viewed alongside the data within the EMR. These data can be sent to other locations in standard DICOM formats. Licensing: Required for MOSAIQ Data Director and licensed one per MOSAIQ database

| Part Number | Name | Qty | Extended List Price | License Term |
|-----------------|--|-----|---------------------|--------------|
| | | 6 | 300000 | NA |
| 54000003000IQRO | MOSAIQ EVALUATE MOSAIQ EVALUATE MOSAIQ Evaluate provides multi-vendor capable plan review. Features a flexible layout environment, powerful graphical displays and a variety of analytical tools to help clinicians compare plans from different systems, quantify and evaluate dose coverage trade-offs, to ensure the best possible course of treatment for each patient. It allows clinicians to: <ul style="list-style-type: none"> • Review and assess plans in a distributed manner • Use MOSAIQ workflow tools such as worklists and Tx prevention to ensure compliance with department processes • Evaluate plans from various TPS • Manage plans for different Tx modalities • Streamline Tx field creation • Simplify chart rounds • Reduce backlog of plans to review/approve Includes: <ul style="list-style-type: none"> • One-day On-Site training • Installation, Service, or Systems Administration • One-year software warranty | | | |
| 15520000000IQRO | IQ SCRIPTS EDITOR IQ Scripts are developed using MOSAIQ Workflow Manager Technology. They are designed to customize workflow, create greater efficiency, and standardize care provided by clinicians. NULL | 1 | 31500 | Perpetual |
| 26000000000IQRO | SURVIVORSHIP MOD./TREATMENT SUM & FOLLOW-UP CARE GUIDELINE | 1 | 5000 | Perpetual |
| 15600000000IQRO | ELECTRONIC ELIGIBILITY TO VERIFY HEALTH INSURANCE COVERAGE | 1 | 12500 | Perpetual |
| TPPCRYREPNU | CRYSTAL REPORTS 2011 LICENSE - 1 NAMED USER | 1 | 399 | NA |



ELEKTA

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| | | | | |
|-----------------|--|----|--------|-----------|
| 90202000000TRRO | Web-Based Training Class On-line Training | 25 | 7500 | NA |
| | Participation in web-based training class defined and presented by IMPAC to multiple users/centers or as a one to one custom session. | | | |
| 90200000006TRRO | ON-SITE TRAINING DURING REGULAR WORKING HOURS - 4 DAYS | 8 | 88000 | NA |
| | On-site training visit by Elekta trainer focusing on agreed-upon goals, format, and agenda. Training duration is 4 business days and is conducted during regular working hours. | | | |
| 45017010001IQRO | MOSAIQ Connectivity to Nucletron HDR Connectivity to Nucletron HDR | 1 | 64600 | Perpetual |
| | Connectivity to Nucletron High Dose Rate Brachytherapy delivery systems to import a plan, send scheduled treatments and record delivery. This is a DICOM-based, record-only interface. | | | |
| 55500008000IQRO | MOSAIQ Connectivity to Tomotherapy Connectivity to Tomotherapy | 1 | 104500 | Perpetual |
| | Includes machine / MLC / IMRT / IGRT In one device | | | |



3275 Suntree Blvd.
 Melbourne, FL 32940
 Phone: +1 321-259-6862
 Fax: +1 321-757-0066

Quotation

Questions? Contact: Mark Loftus x260 MarkLoftus@sunnuclear.com

BILL TO

Rex Healthcare
 Mitch Price
 4420 Lake Boone Trail
 Raleigh, NC 27607

SHIP TO

Rex Healthcare
 Mitch Price
 4420 Lake Boone Trail
 Raleigh, NC 27607

| | |
|----------|----------------|
| Date | 07/31/14 |
| Quote # | 00333396 |
| Date Exp | 10/31/14 |
| Terms | Net 30 |
| Ship Via | UPS Ground |
| | Service |
| FOB | Shipping Point |

For Purchase Order processing, please email orders to Orders@sunnuclear.com

| Item | Part # | Description | Qty | Unit Price | Extended Price |
|------|-----------|---|-----|--------------|----------------|
| 1 | 1230000-0 | <p>3D SCANNER™ (BNC) Relative dosimetry cylindrical 3D water scanning system. Ring drive mechanism positions detector in any relevant 3D location, making the detector axis always perpendicular to the profile scanning direction. One year hardware and software warranty. One day installation and setup included (training separate). System includes: 1. Museum quality PMMA tank resists deformation with 686 outside diameter, 600mm system height, 13mm wall thickness, 19mm bottom thickness, 37kg weight. 2. Electrometer with industry leading specifications including dual independent measurement input channels. 3. Multi-functional hand pendant. 4. One detector holder kit. 5. SNC Dosimetry software with unlimited workstation software license with comprehensive functionality including automatic beam center location, leveling accuracy verification, and pre-defined editable scanning scripts. 6. RTP export interface to TPS. Requires 1230000-1. See product datasheet for minimum PC requirements.</p> | 1 | \$ 59,950.00 | \$ 59,950.00 |
| 2 | 1230000-3 | <p>3D MiniLift 3D SCANNER electronic lift table with 50cm vertical travel and vertical stability better than 1.0mm over two days with full tank and at maximum lift height. Legs fold inward to compact size for easy portability. When extended legs fully clear all common Linac floor mounted couch disks improving setup quality and eliminates the risk of tank-shift when the couch disk is stepped on.</p> | 1 | \$ 13,950.00 | \$ 13,950.00 |



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 Fax: +1 321-757-0066

Quotation

Questions? Contact: Mark Loftus x260 MarkLoftus@sunnuclear.com

| | | | | | |
|---|-----------|---|---|-------------|-------------|
| 3 | 1118000-0 | EDGE™ Dosimetry Detector Fully guarded therapy beam scanning diode for precision IMRT and SRS commissioning and modeling. Active area of 0.8 x 0.8mm with 0.5mm effective buildup. Waterproof, cable length 1.8m, connecting system triax-BNC. Includes one holder (p/n: 1118320 for PTW, p/n: 1118325 for Wellhofer or p/n: 1118375 for Scanditronix) Specify Sun Nuclear, PTW, IBA Blue Phantom or RFA 200 tank when ordering. | 2 | \$ 2,495.00 | \$ 4,990.00 |
| 4 | 1230370 | EDGE Detector Holder Kit for 3D SCANNER Includes EDGE Detector holder and EDGE Detector setup cap; part numbers: 1230360 and 1041306 Included with purchase of Edge Detector. | 1 | \$ 0.00 | \$ 0.00 |
| 5 | 1041000-0 | SNC 125c™ Scanning Ionization Chamber (BNC) SNC 125c™ is a waterproof, fully-guarded, scanning ionization chamber with a design that reduces the convolution of high-dose gradient regions during profile and depth measurements. It is intended for use in scanning, field, and reference dosimetry measurements of therapeutic radiation beams. | 2 | \$ 1,725.00 | \$ 3,450.00 |
| 6 | 1230455 | 10mm Detector Holder Kit for 3D SCANNER Includes horizontal detector holder and radial offset detector holder; part numbers: 1230375 and 1230475 Included with purchase of 3D Scanner. | 1 | \$ 0.00 | \$ 0.00 |
| 7 | 1041311Z | Setup Cap, SNC 125C Setup Cap, SNC 125C Included with 10mm Holder Kit. | 1 | \$ 0.00 | \$ 0.00 |
| 8 | 711000 | 0.6cm³ Farmer Chamber (BNC) Farmer type chamber 0.6 cm³, waterproof, connecting system BNC | 1 | \$ 2,075.00 | \$ 2,075.00 |
| 9 | 710313 | ADCL Calibration for Chamber (1st point) One Co-60 calibration point in water | 1 | \$ 700.00 | \$ 700.00 |



3275 Suntree Blvd.
 Melbourne, FL 32940
 Phone: +1 321-259-6862
 Fax: +1 321-757-0066

Quotation

Questions? Contact: Mark Loftus x260 MarkLoftus@sunnuclear.com

| | | | | | |
|----|-----------|---|---|--------------------------|---------------------|
| 10 | 1230155 | Farmer Chamber Detector Holder for 3D SCANNER Farmer Chamber Detector Holder for 3D SCANNER | 1 | \$ 305.00 | \$ 305.00 |
| 11 | 1230000-9 | WP PROFILER Water-Proof PROFILER linear diode detector array for use with 3D SCANNER. Interfaces with 3D SCANNER software for real-time measurement of therapy beams. Includes holder for attachment to 3D SCANNER. (Not yet available. Please check for expected availability date) | 1 | \$ 19,950.00 | \$ 19,950.00 |
| | | | | Discount | (\$6,849.05) |
| | | | | Total Investment: | \$ 98,520.95 |



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This quotation is a confidential document containing privileged information that is not to be disclosed to parties outside of quotee and Sun Nuclear Corporation. (Disclosure to GPOs is considered a violation of confidentiality) Disclosure of this information to third parties voids terms and pricing outlined in the quotation.

Sun Nuclear Corporation Terms & Conditions

1. All purchases approved for Net terms are due 30 days from the shipping date or services.
2. Shipping terms are FOB Shipping Point.
3. Payment with credit cards is restricted to SNC products and services of less than \$2,500. A 3% convenience charge will be added to any payment processed for special order products (resale items) and any SNC product of service with a sales price greater than \$2,500
4. Prices do not include applicable taxes. SNC will collect and remit the appropriate taxes for some U.S. states. If applicable taxes are not on Customer Purchase Order, Customer is responsible for remittance of appropriate taxes.
5. Undisputed past due accounts are subject to a late service fee charge of 18% per annum (1.5% per month), or the maximum allowed by law.
6. Any payment made in respect of credit transactions shall first be applied to the accumulated service charge, if any, and thereafter to the principal amount of the outstanding debt.
7. SNC will assess handling charges in the amount of \$100.00 for any dishonoured check received from the Customer.
8. All products shipped are subject to recourse by SNC until paid in full. Upon request from SNC, Customer agrees to immediately relinquish and return all unpaid equipment in its original condition to SNC, subject to a 20% restock fee or costs required to return equipment to its original condition, whichever is higher.
9. The parties agree that the Customer's sole and exclusive remedy for defective products shall be limited to the stated warranty provided by SNC for its manufactured products, or the warranty assigned by SNC to the extent provided by the manufacturer (resale items) of the particular component or system. The Customer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, transportation charges or other incidental or consequential loss) shall be available.
10. Customers who cancel or postpone scheduled training/education/installation services are subject to cancellation fees (minimum of \$500 not to exceed \$3,000) for resource allocations and non-recoverable scheduling costs (i.e., hotels, airfare, reservations, etc.).
11. Travel allowance for customers attending courses at the Sun Nuclear Training Center is limited to \$800 for one day training (\$1,000 for two day training) for itineraries requiring airfare and \$500 for itineraries requiring ground transportation.
12. Customer is liable for invoicing of unused training days 90 days after product shipment.
13. Customer agrees to advise SNC of any defective product(s) and/or any disputed invoice(s) in writing within 10 days of receipt. Failure to properly notify SNC of any dispute and/or defective goods constitutes a waiver of any and all such disputes, provided, however, that this provision shall in no way affect or limit Customer's rights under SNC warranty, or where such is limited by law.
14. Subject to SNC approval, Customer may return unused product within 30 days from the shipping date subject to a 20% restocking fee and Customer must pay for the return shipping charges. Generally, returns after 30 days will not be considered. All approved returns must have an RMA (Return Materials Authorization) number issued by SNC. Special order products (Resale items) cannot be returned without the express written consent of the manufacturer. Customer must pay for the return shipping charges. Unauthorized returns (i.e., those without an RMA # provided) will be rejected and returned at Customer's expense.
15. SNC Support Contracts and Maintenance Agreements are non-refundable or transferable. Multi-year SNC Support Contracts may not be cancelled for current coverage period amounts that have been billed to the customer by SNC. Remaining Multi-year SNC Support Contract coverage periods that have not been billed to the customer by SNC may be cancelled if the customer no longer offers Radiation Oncology Services or should SNC no longer be able to provide services associated with the Agreement. SNC at its discretion may prorate the charges should one of these circumstances arise.
16. Customer hereby agrees to indemnify SNC for all collection fees, legal fees and all other fees and expenses which SNC incurs should Customer's account be in arrears.
17. SNC software is only licensed to the original purchaser and the license is not transferable.
18. SNC requires that when (i) the standard warranty has ended and lapsed by more than 365 days, (ii) a previously purchased contract has expired and lapsed by more than 365 days or (iii) there has been a transfer of product ownership, the equipment must be inspected and a reinstatement fee paid before placing such equipment under a new support services contract. The inspection and reinstatement fee is non-refundable and does not apply to the purchase of the support services contract. Equipment which has had a transfer of ownership and has not been inspected by SNC is eligible for standard repair pricing.
19. SNC reserves the right to modify these terms, require advance payment, and cancel any order.
20. SNC sales representatives do not have the authority to bind SNC or make any representation in respect of credit or any other matter which deviates from standard policy. All special arrangements or requirements must be confirmed in writing with an authorized person from SNC.



SUN NUCLEAR
corporation

3275 Suntree Blvd.
Melbourne, FL 32940
Phone: +1 321-259-6862
Fax: +1 321-757-0066

Quotation

Questions? Contact: Mark Loftus x260 MarkLoftus@sunnuclear.com

Customer's Acceptance

(ONLY to be completed in lieu of a hard copy purchase order)

By: _____

Printed Name: _____

Title: _____

Date: _____

PO#: _____

After completion, please scan and email to Orders@sunnuclear.com or fax to +1 321-757-0066.

PROPOSED TOTAL CAPITAL COST OF PROJECT

A. Site Costs

| | | |
|--|-----|-----|
| (1) Full purchase price of land | \$0 | |
| Acres _____ Price per Acre \$ _____ | | |
| (2) Closing costs | \$0 | |
| (3) Site Inspection and Survey | \$0 | |
| (4) Legal fees and subsoil investigation | \$0 | |
| (5) Site Preparation Costs | | |
| Soil Borings | \$0 | |
| Clearing - Earthwork | \$0 | |
| Fine Grade for Slab | \$0 | |
| Roads - Paving | \$0 | |
| Concrete Sidewalks | \$0 | |
| Water and Sewer | \$0 | |
| Footing Excavation | \$0 | |
| Footing Backfill | \$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 | \$0 | |
| Thermal & Moisture Protection | \$0 | |
| Equipment/Specialty Items | \$0 | |
| Mechanical/Electrical | \$0 | |
| Other (Unit Strut Support) | \$0 | |
| Sub-Total Cost of Materials | \$0 | |
| (9) Cost of Labor | \$0 | |
| (10) Other (Specify) | \$0 | |
| Firestopping | \$0 | |
| Asbestos Abatement | \$0 | |
| Window Upgrade | \$0 | |
| HVAC Upgrade | \$0 | |
| (11) Sub-Total Construction Contract | | \$399,369 |

C. Miscellaneous Project Costs

| | | |
|---|-----------|-------------|
| (12) Building Purchase | | \$0 |
| (13) Fixed Equipment Purchase | | \$2,900,000 |
| (14) Movable Equipment Purchase | | \$0 |
| (15) Furniture | | \$0 |
| (16) Landscaping | | \$0 |
| (17) Consultant Fees | | |
| Architect and Engineering Fees | \$60,000 | |
| Legal Fees | \$0 | |
| Market Analysis | \$0 | |
| Other (Structural fee) | \$0 | |
| Other (Specify) | \$0 | |
| Sub-Total Consultant Fees | | \$0 |
| (18) Financing Costs (e.g. Bond, Loan, etc.) | | \$0 |
| (19) Interest During Construction | | \$0 |
| (20) Other (Misc. Phys. and Q.A. Equip., I.T. etc.) | \$756,517 | |
| (21) Sub-Total Miscellaneous | | |
| (22) Total Capital Cost of Project (Sum A-C above) | | \$4,115,886 |

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.

Steve [Signature]

Signature of Vice President or Administrator

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



August 6, 2014

Charlie Alston
Rex Healthcare
4420 Lake Boone Trail
Raleigh, North Carolina 27607

Re: **Cost Certification**
Rex Vault 4 Linear Accelerator Replacement (Elekta)

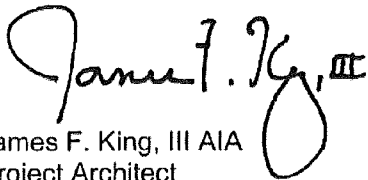
Dear Mr. Alston:

At your request, I have reviewed the scope of work for the Vault 4 Linear Accelerator Replacement project proposed for the Rex Cancer Center in Raleigh, NC.

As a licensed architect in the State of North Carolina, I have reviewed the construction costs for this project and hereby certify, to the best of my knowledge, information, and belief, the estimated costs are complete and reasonable. Based on historical cost data, our experience with costs on comparative health care projects, and published construction costing data, the probable cost for the general construction is \$399,369.

If RGG Architects may assist you further with this project or you need any additional information, please contact me.

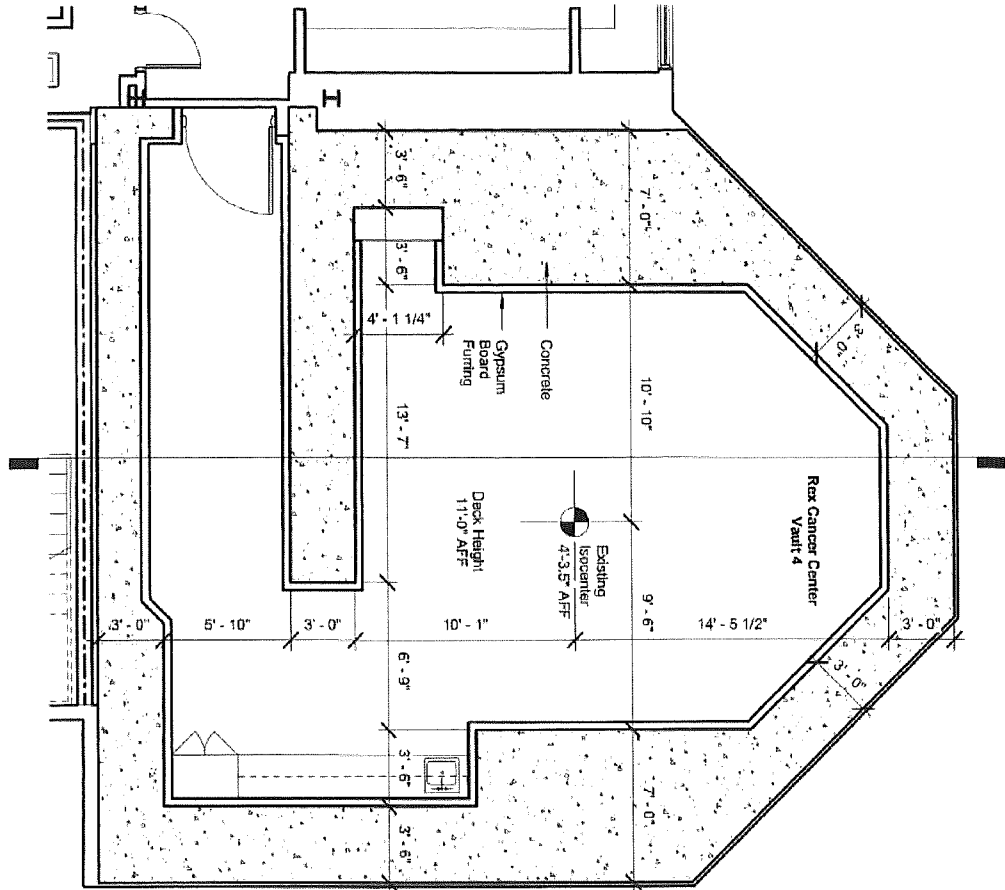
Sincerely,
RGG Architects, PLLC


James F. King, III AIA
Project Architect

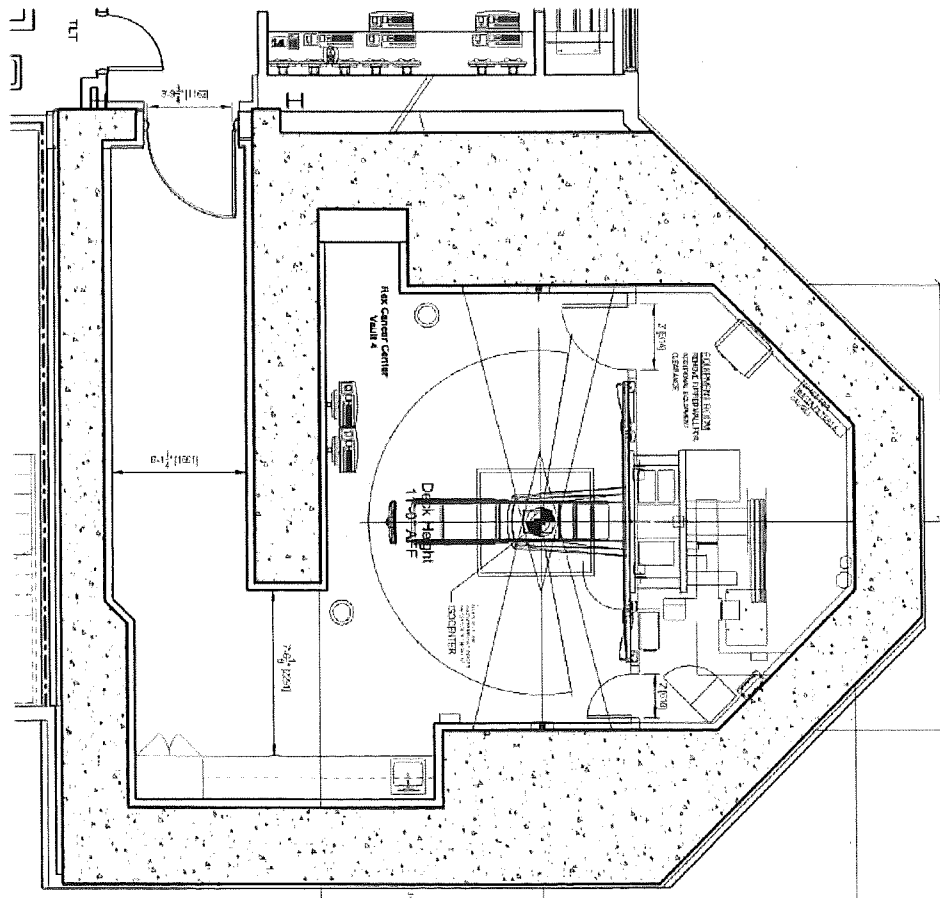




1 Existing Vault Plan
 3/16" = 1'-0"



2 Proposed Elekta Plan
 3/16" = 1'-0"







6725 Mesa Ridge Road, Suite 100
San Diego, CA 92121
Tel: (858) 454-8100
Fax: (858) 454-8555
Email: info@oncologysystems.com

September 5, 2014

Kenneth Weeks
Rex Hospital, Inc. d/b/a Rex Hospital
4424 Lake Boone Trail
Raleigh NC 27607

Dear Mr. Weeks,

The purpose of this letter is to confirm that Radiology Oncology Systems, Inc. ("ROS"), registered with the NC Radiation Protection Section (Registration # S000884), will be responsible for removing and disposing the Varian Clinac 2100C linear accelerator system, serial number 726, manufactured in 1995, and currently installed at Rex Hospital, Inc. in Raleigh, North Carolina. It is our understanding that our removal is part of your purchase from Elekta of your Elekta Versa HD linear accelerator ("replacement equipment"). It is our understanding that the cost for the de-installation and removal is included in the price quotation for the replacement equipment, which totals \$2,900,000. There are no additional costs for de-installation and removal.

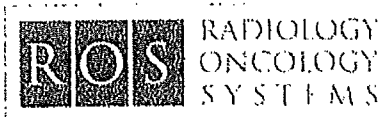
ROS will work closely with Rex Hospital to insure proper timing of the de-installation. It is understood that ROS will take possession of the existing equipment and it will no longer, nor ever be a working machine in the state of North Carolina (or anywhere, for that matter). ROS will not sell the existing equipment to any North Carolina facility.

Please let me know if you need any further information.

Sincerely,

A handwritten signature in black ink that reads 'Jason S. Feder'.

Jason S. Feder
Senior Project Manager



6725 Mesa Ridge Road, Suite 100
 San Diego, CA 92121
 Ph: 858-454-8100
 Fax: 858-454-8555

| | | |
|--|---|--|
| Customer: Rex Hospital, Inc. d/b/a Rex Hospital 4424 Lake Boone Trail Raleigh NC 27607 Contact: Name: Kenneth Weeks, Ph.D. Phone: 919-968-6171 | Client Manager: Michael Teague Telephone: 858-454-8100 Fax: 858-454-8555 E-mail: michael@oncologysystems.com | Date: 5/22/2014 Reference: 14REL-2031 |
|--|---|--|

Removal and Disposal Quotation

This Quotation dated 5/22/2014 by and between Radiology Oncology Systems, Inc., (hereinafter known as "ROS") and Rex Hospital, Inc. (hereinafter known as "CUSTOMER" or "FACILITY"), is to provide the equipment ("Equipment") and services described herein. When fully executed and delivered, this Quotation, including the attached terms and conditions will constitute the agreement (the "Agreement") between the parties.

| Qty | Equipment Description | | |
|-----|---|--|-------------|
| 1 | <p><u>Project Description</u></p> <p>De-installation, removal and disposal of the following Equipment:</p> <p>Varian Clinac 2100C, s/n 726 (Reference 14E07)</p> <p>Specifications:</p> <ul style="list-style-type: none"> - Manufactured in 1995 - Millennium 120 leaf MLC - 2007 Klystron - Complete spare parts kit <p>Includes all labor for disassembly and rigging, including overtime</p> <p>Includes after-hours, evening, weekend labor (if needed)</p> <p>Includes rigging and loading onto a truck</p> <p>Includes disposal of equipment</p> | | \$12,500.00 |
| | <p><u>Project Terms</u></p> <p>Facility to provide a clear path of removal for the system.</p> <p><u>Does not include any extraordinary expenses related with complex removals, including construction, vault door removals, elevator-involved rigging, crane rentals, radioactive materials or floor shoring. Any such costs are the responsibility of the facility.</u></p> <p>For removals for systems or equipment located above the ground or bottom floor, the facility will be responsible for ensuring that the floor can support the weight of the machine and/or the parts during the de-installation. Any damage to flooring or building structure as a result of</p> | | |

2014-446 ROS (Rex) Equipment Removal Contract


Customer Initials: *AL*
 ROS Initials: *MT*




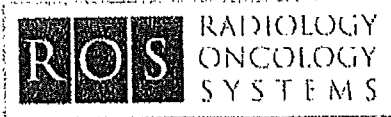
6725 Mesa Ridge Road, Suite 100
 San Diego, CA 92121
 Ph: 858-454-8100
 Fax: 858-454-8555

Reference: 14REL-2031

| Qty. | Equipment Description | | |
|--|--|------------|----------------------|
| | <p>failure to support the weight of the machine will be the responsibility of the facility.</p> <p>Removal dates to be agreed upon in advance of scheduling. This quotation is subject to an acceptable removal date.</p> <p>Customer is responsible for granting access to the de-installation crew during after-hours operations.</p> <p>Customer is responsible to ensure the Equipment is still in operational condition with power on to the system, unless otherwise agreed to with ROS.</p> <p>Facility personnel should be present at the commencement of the project to disconnect power and electricity, as may be required, and to walk the path for the appropriate removal with the service personnel.</p> <p>Quote assumes that a truck will have access to an area within reasonable distance of exit door at the end of removal path.</p> <p>Quote assumes no union labor will be required for performance of work. Any union labor necessary to be hired will be the responsibility of the Customer/Facility at the Customer/Facility's expense.</p> <p>All work to be initiated no later than 90 days after the execution of this agreement.</p> | | |
| | <p><u>Optional: Base frame removal</u></p> <p>Removal of base frame</p> <p>Requires uprooting the floor with the use of jackhammers</p> <p>Room will be left "swept clean"</p> <p>Please call for pricing for this service</p> | \$7,500.00 | Not Included |
| | <p><u>Payment Terms</u></p> <p>Terms: 50% deposit required one week prior to the commencement of the project.</p> <p>The balance is due upon the completion of the removal of the Equipment.</p> <p><i>Note: Quote Excludes State or Local Taxes, which are the responsibility of the CUSTOMER, and subject to the terms and conditions of the Equipment Sales Agreement. This quote is valid for 30 days.</i></p> | | |
| Subtotal for Equipment Removal Project: | | | \$12,500.00 |
| Discount for Parts Value*: | | | (\$12,500.00) |
| Total for Equipment Removal Project: | | | \$0.00 |

Customer Initials: 

ROS Initials: 





6725 Mesa Ridge Road, Suite 100
 San Diego, CA 92121
 Ph: 858-454-8100
 Fax: 858-454-8555

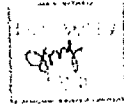
Reference: 14REL-2031

| Qty. | Equipment Description | | |
|------|-----------------------|--|--|
|------|-----------------------|--|--|

*Parts value discount applies only if Equipment is complete, in operational condition, with power on to the system at the time of removal.

| | | |
|---|-------------------------------------|---------|
|  | Chris T. LeFevre / VP of Operations | 6/26/14 |
| Customer's Signature | Customer's Print Name / Title | Date |
|  | Michael Teague / Director | 7/10/14 |
| ROS's Signature | ROS's Print Name / Title | Date |

THE ATTACHED TERMS AND CONDITIONS ARE INCLUDED AND ARE AN INTEGRAL PART OF THIS QUOTATION



Customer Instructions:

Please remit all payments to Radiology Oncology Systems, Inc., 6725 Mesa Ridge Road, Suite 100, San Diego, CA 92121

Please initial ALL PAGES and return signed copy to fax 858-454-8555



Or e-mail a pdf signed copy to info@oncologysystems.com

Or mail to:

Radiology Oncology Systems, Inc.
 6725 Mesa Ridge Road, Suite 100
 San Diego, CA 92121

PO NUMBER: _____

| BILL TO ADDRESS: | SHIP TO ADDRESS: |
|------------------|------------------|
| | |
| | |
| | |

Customer Initials: 
 ROS Initials: 



6725 Mesa Ridge Road, Suite 100
San Diego, CA 92121
Ph: 858-454-8100
Fax: 858-454-8555

Reference: 14REL-2031

GENERAL TERMS AND CONDITIONS

1. **QUALIFICATIONS AND PERFORMANCE:** ROS hereby represents and warrants to Customer that the Project will be performed in a professional and workmanlike manner and that ROS is, and will ensure that all of its employees, representatives and agents who provide services hereunder are, qualified by appropriate training and experience to render the services contemplated by this Agreement. Contractor further represents that Contractor has complied and will comply with all laws, ordinances, codes, rules, regulations and licensing requirements, and has obtained all necessary permits that are applicable to the conduct of its business and the performance of this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority.
2. **INSURANCE COVERAGE:** ROS shall maintain in force throughout the duration of this Agreement a commercial general liability insurance policy providing insurance coverage of at least one million dollars (\$1,000,000) for any one occurrence and two million dollars (\$2,000,000) annual aggregate.
3. **DAMAGE TO CUSTOMER'S PROPERTY OR PREMISES:** Except as described in the quote, ROS shall be liable and responsible for any damage to Customer's property or premises caused by reason of the performance of the Project.
4. **CONFIDENTIALITY:** ROS agrees to sign and abide by Customer's Confidentiality Statement, a copy of which is attached hereto and the terms of which are incorporated herein by reference. ROS shall use reasonable efforts to prevent disclosure or unauthorized use in any way by any person of any confidential records or reports concerning Customer or any of Customer's patients without Customer's prior written consent. Confidential reports and records include, without limitation, financial data, operational records, policies and procedures, rules and regulations, patient records, peer review records/reports, CQI/risk management records/reports, and any and all information obtained by ROS through performance under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
5. **PROJECTED DATE OF REMOVAL:** Customer anticipates that ROS will commence the Project on or about September 1, 2014, subject to availability of replacement equipment, and ROS will complete the Project within 48 hours of beginning it.
6. **DATE MODIFICATION:** Customer reserves the right to postpone the commencement of the Project for up to 30 days, in its discretion. In the event that the Equipment removal/relocation is delayed by ROS for more than 60 days from the date defined in this agreement, CUSTOMER shall have the option of either canceling this agreement and receiving a full refund, or re-negotiating the purchase price.
7. **EXPENSES:** Except as otherwise specifically provided herein, each party to this Agreement shall pay its own expenses (including the fees and expenses of their representatives, accountants and counsel) incidental to the preparation and carrying out of this Agreement, and the consummation of the transaction set forth herein.
8. **SCOPE OF AGREEMENT:** The signing of and the execution of this Agreement shall constitute the entire agreement between the parties and supersedes any and all prior agreements. No amendment or variation of this Agreement shall be valid unless mutually agreed upon in writing and signed by authorized officers of both ROS and the CUSTOMER.
9. **WAIVER:** Failure by a party to assert its rights upon any default of this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder.
10. **COUNTERPARTS AND FACSIMILE SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. For purposes of this Agreement, signatures sent via facsimile shall be deemed originals and shall have the same force and effect as if they were originals. This agreement will not be binding until signed by both parties, and can be withdrawn at any time prior to its signature by CUSTOMER. This agreement may only be executed when signed by all the parties.

This document is confidential and intended solely for the information and benefit of the CUSTOMER and ROS.

A handwritten signature in black ink, appearing to be 'RJ' or similar initials, located in the bottom right corner of the page.



6725 Mesa Ridge Road, Suite 100
San Diego, CA 92121
Ph: 858-454-8100
Fax: 858-454-8555

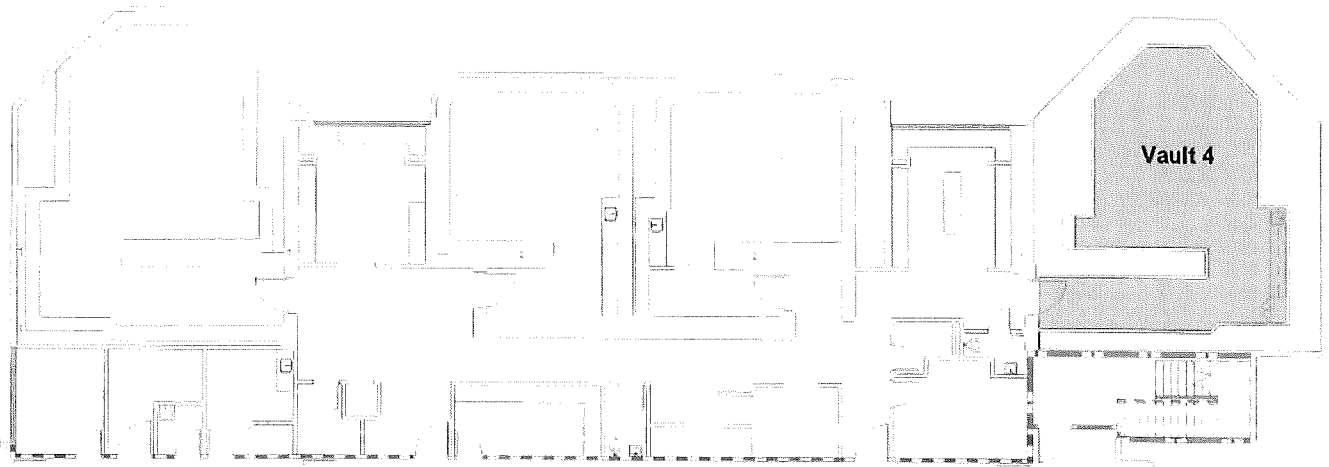
Reference: 14REL-2031

11. **PAYMENT:** The CUSTOMER shall pay the price at the times and in the amounts set forth in the Equipment Quotation in full. If part of an order is shipped, the CUSTOMER shall pay the full price for the items shipped. Overdue invoices will bear interest at the rate of 18% per year. The CUSTOMER will reimburse the ROS for all costs of collection, including but not limited to attorney's fees. The CUSTOMER will also pay and hold the ROS harmless from all sales, use, excise and other similar taxes.
12. **NO THIRD PARTY BENEFICIARIES:** Except as expressly stated in this Agreement, the ROS and the CUSTOMER are the only beneficiaries of the terms of this agreement.
13. **HEADINGS:** The section headings contained in this Agreement are inserted for reference purposes only and shall not affect in any way the meaning, construction or interpretation of this Agreement. Any reference to the masculine, feminine, or neuter gender shall be a reference to such other gender as is appropriate. References to the singular shall include the plural and vice versa.
14. **FORCE MAJEURE:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, adverse weather conditions, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
15. **CONFIDENTIALITY:** The terms and condition of this Agreement are confidential and shall not be disclosed except as necessary to the performance of this Agreement or as required by law. ROS's communications with CUSTOMER's agents and customers are to be handled exclusively through CUSTOMER unless otherwise directed by CUSTOMER in writing. ROS agrees to limit any discussion during inspection or in the course of due diligence to technical or logistical issues, and further expressly agrees to NOT discuss any financial issues with prospective CUSTOMERS.

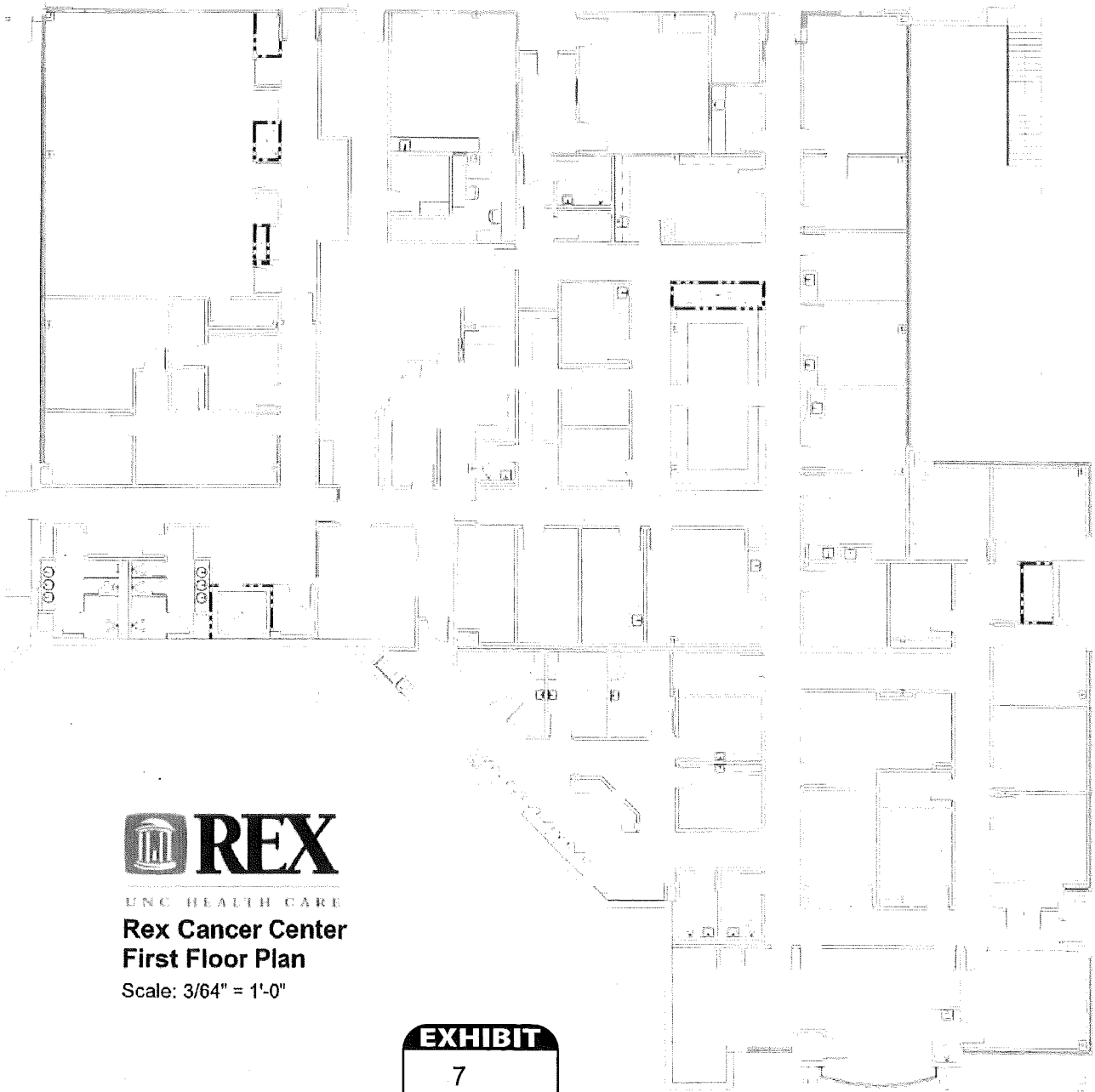
Customer Initials: CL

ROS Initials: MS





Vault 4

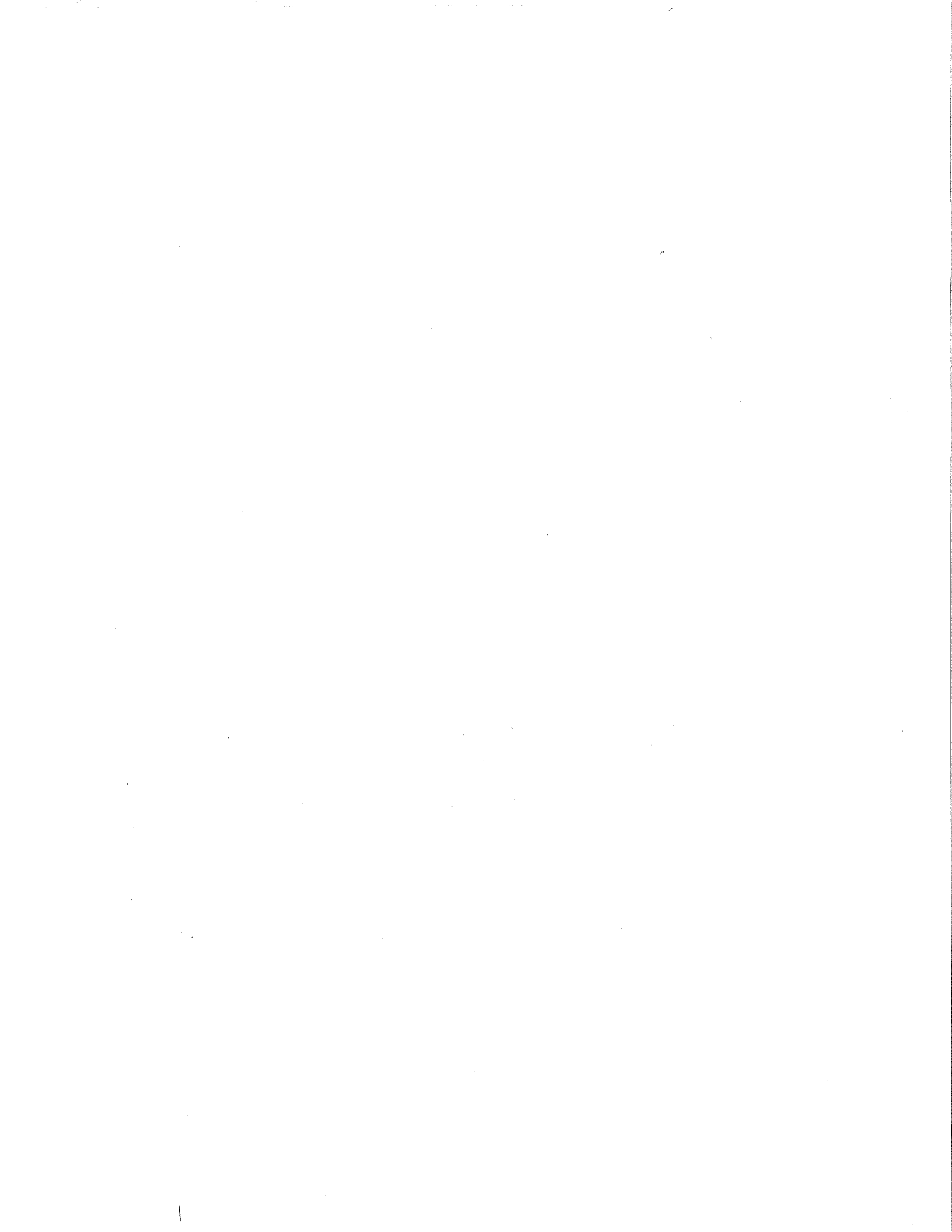


UNC HEALTH CARE

**Rex Cancer Center
First Floor Plan**

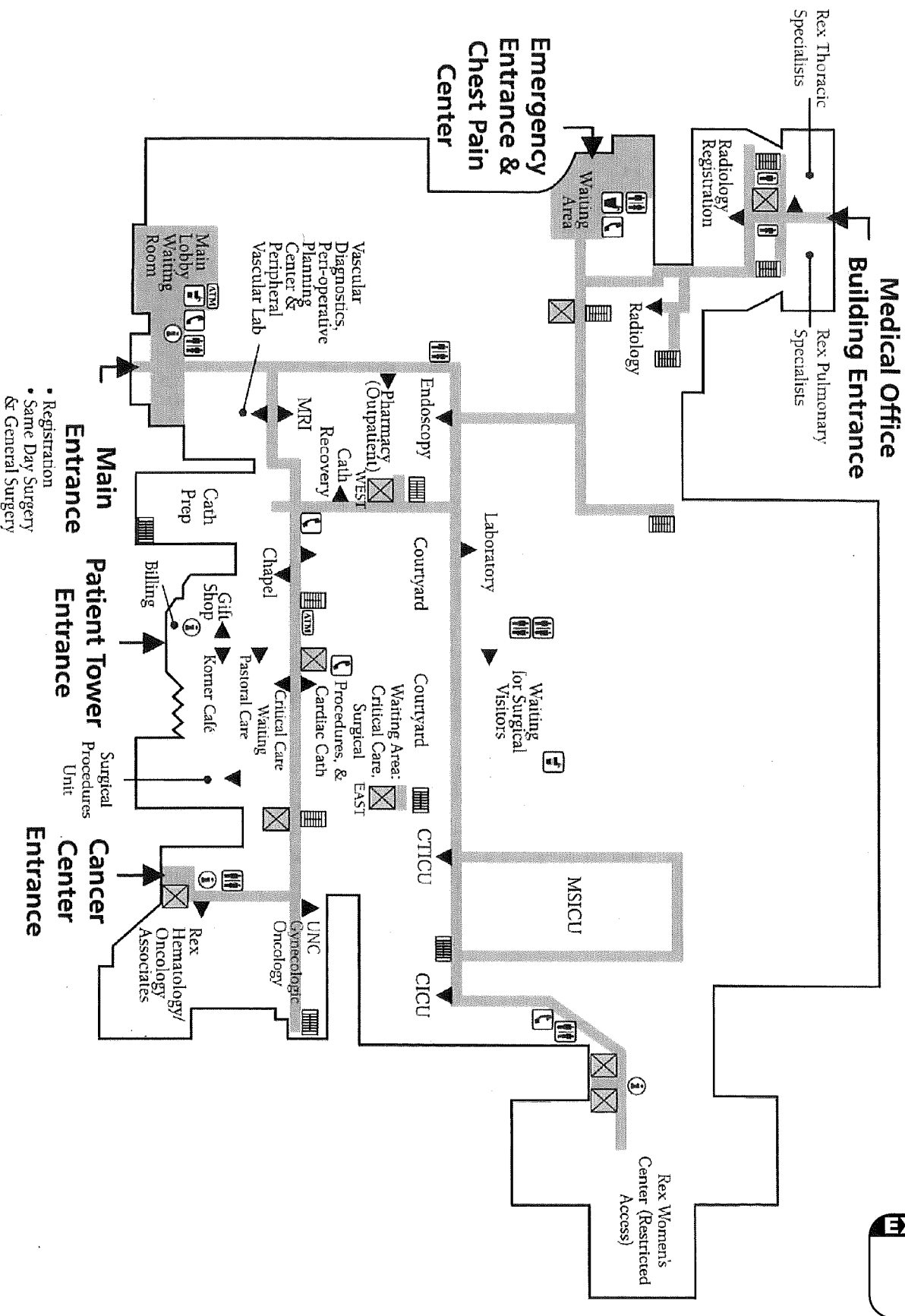
Scale: 3/64" = 1'-0"

EXHIBIT
7



2nd Floor

- ▶ Entrance
- ▨ Hallway
- ① Information
- ▤ Stairs
- ⊠ Elevator
- ⊞ Restroom
- ☎ Courtesy Telephone (local calls only)
- Ⓜ Vending

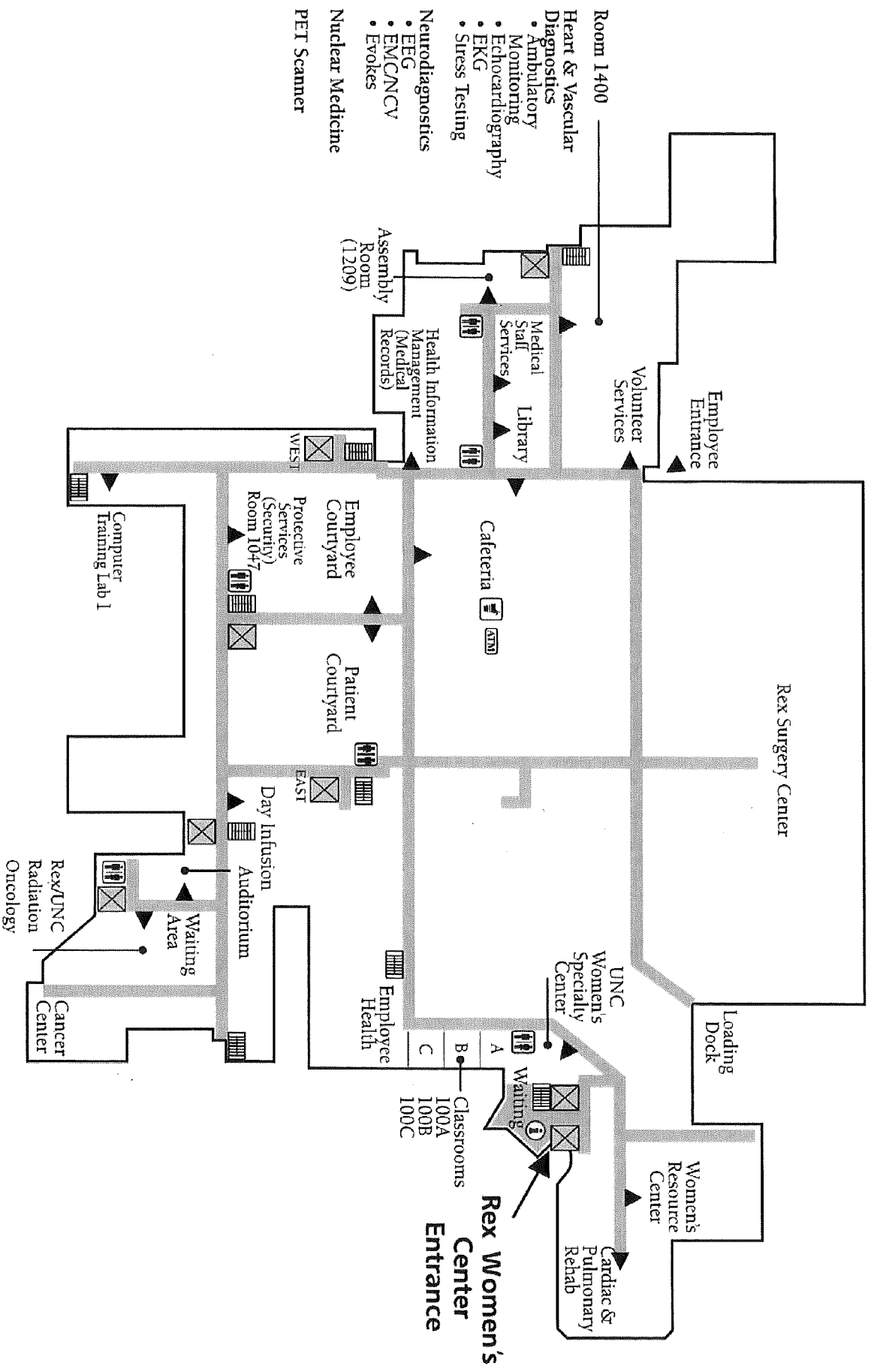


- Registration
- Same Day Surgery for General Surgery

EXHIBIT 8

1st Floor

- ▶ Entrance
- ⊠ Elevator
- ▨ Hallway
- Ⓜ Restroom
- Ⓜ Information
- ☎ Courtesy Telephone (local calls only)
- Ⓜ Stairs
- Ⓜ Vending





| | <i>Existing Equipment</i> | <i>Replacement Equipment</i> |
|---|---------------------------|--------------------------------|
| <i>Type of Equipment (List each component)</i> | Linac machine | Linac machine |
| <i>Manufacturer of Equipment</i> | Varian | Elekta |
| <i>Tesla Rating for MRIs</i> | n/a | n/a |
| <i>Model Number</i> | 2100 | Versa HD |
| <i>Serial number</i> | #726 | TPA |
| <i>Provider's Method of Identifying Equipment</i> | By model & serial #s | By model & serial #s |
| <i>Specify if Mobile or Fixed</i> | Fixed | Fixed |
| <i>Mobile Trailer Serial Number/VIN #</i> | Not applicable | Not applicable |
| <i>Mobile Tractor Serial Number/VIN #</i> | Not applicable | Not applicable |
| <i>Date of Acquisition of Each Component</i> | 1995 | Est Nov 2014 |
| <i>Does Provider Hold Title to Equipment or Have a Capital Lease?</i> | no | n/a |
| <i>Specify if Equipment Was/Is New or Used When Acquired</i> | new | new |
| <i>Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form></i> | See form | See form |
| <i>Total Cost of Equipment</i> | | 2,900,000 |
| <i>Fair Market Value of Equipment</i> | 0 | |
| <i>Net Purchase Price of Equipment</i> | | 2,900,000 |
| <i>Locations Where Operated</i> | Rex Raleigh | Rex Raleigh |
| <i>Number of Days In Use/To be Used in N.C. Per Year</i> | 365 days | 365 days |
| <i>Percent of Change in Patient Charges (by Procedure)</i> | | 7% |
| <i>Percent of Change in Per Procedure Operating Expenses (by Procedure)</i> | | 5% |
| <i>Type of Procedures Currently performed on Existing Equipment</i> | 3D, Electrons | |
| <i>Type of Procedures New Equipment is Capable of Performing</i> | | 3D, Electrons, SRS, IMRT, IGRT |