NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

May 6, 2019

Frank Kirschbaum
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27619

No Review

Record #:	**2928, 2929**
Facility Name:	Eastern Radiologists, Inc.
FID #:	070140
Business Name:	Eastern Radiologists, Inc.
Business #:	689
Project Description:	Acquire replacement X-ray system and CT scanner
County:	Pitt

Dear Mr. Kirschbaum:

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

You may need to contact the Agency's Radiation Protection Section to determine if they have any requirements for development of the proposed project.

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

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

Sincerely,

Tanya M. Saporito
Project Analyst

Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need Section

cc: Radiation Protection, DHSR

NC DEPARTMENT OF
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May 6, 2019

Frank Kirschbaum
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27619

No Review

Record #:	**2928, 2929**
Facility Name:	Eastern Radiologists, Inc.
FID #:	070140
Business Name:	Eastern Radiologists, Inc.
Business #:	689
Project Description:	Acquire replacement X-ray system and CT scanner
County:	

Dear Mr. Kirschbaum:

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

You may need to contact the Agency's Radiation Protection Section to determine if they have any requirements for development of the proposed project.

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

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

Sincerely,

Tanya M. Saporito
Project Analyst

Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need Section

cc: Radiation Protection, DHSR

wyrickrobbins

Wyrick Robbins Yates & Ponton LLP
ATTORNEYS AT LAW
4101 Lake Boone Trail, Suite 300, Raleigh, NC 27607
PO Drawer 17803, Raleigh, NC 27619
P: 919.781.4000 F: 919.781.4865 www.wyrick.com

FRANK KIRSCHBAUM
fkirschbaum@wyrick.com

ER FID 070140
Bus 689
NR-2928
2929

May 2, 2019

VIA EMAIL AND HAND DELIVERY

Martha Frisone
Assistant Chief, Certificate of Need
Department of Health and Human Services
Division of Health Service Regulation
Healthcare Planning and Certificate of Need Section
809 Ruggles Drive
Raleigh, NC 27603

Re: Eastern Radiologists, Inc. / Notice and No Review Request for Replacement Radiographic Imaging System

Dear Ms. Frisone:

We are writing on behalf of our client Eastern Radiologists, Inc. ("Eastern"), which owns and operates a diagnostic center in Greenville, North Carolina ("Diagnostic Center"). On June 20, 2018, Eastern obtained from the Healthcare Planning and Certificate of Need Section ("the Agency") a "No Review Letter" regarding the relocation of the Diagnostic Center from 9 Doctor's Park in Greenville, North Carolina to 2101 West Arlington Boulevard in Greenville, North Carolina. See Exhibit A. We now send this letter to inform the Agency that Eastern is now preparing to acquire the following two pieces of equipment:

1. A new Del Medical OTC18M radiographic imaging system ("Replacement X-Ray System"), which will replace a Philips Medical radiographic imaging system that has been in use at the Diagnostic Center since 2004 ("Existing X-Ray System"); and

2. A refurbished GE Healthcare GoldSeal Optima 660 CT scanner ("Refurbished CT Scanner"), which will supplement an aging GE Healthcare LightSpeed VCT scanner that has been in use at the Diagnostic Center since 2008 ("Existing CT Scanner").

Eastern intends to replace the Existing X-Ray System because the manufacturer has declared that model "end-of-life," which means that parts will be difficult to acquire and that the repairs that can be made will be more expensive. The cost of the Replacement X-Ray System is One Hundred Fifty-Six Thousand Four Hundred Eighty-Nine Dollars ($156,489.00). See Exhibit B, Vendor Quote 00001298. For efficiency purposes, Eastern intends to replace the Existing X-Ray System concurrently with the relocation of the Diagnostic Center. It simply does not make sense to relocate equipment that has reached the end of its

service life when the cost of relocation will exceed its present value. However, Eastern would have replaced the Existing X-Ray System even if the Diagnostic Center was not scheduled to relocate, and the cost associated with the Replacement X-Ray System is independent of the cost of relocating the Diagnostic Center. Additional details regarding the Existing and Replacement X-Ray Systems are set forth in Exhibit D hereto, titled Equipment Comparison for Replacement Equipment.

Eastern intends to acquire the Refurbished CT to avoid any interruptions in service and patient care associated with: (i) repairs to or replacement of the Existing CT Scanner, which is approaching the end of its service life; and (ii) relocating the Existing CT Scanner to the new facility, which will take approximately three to four weeks. The cost of the Refurbished CT Scanner will be Three Hundred Three Thousand Nine Hundred Ninety-Five Dollars and Four Cents ($303,995.04). See Exhibit C, vendor quote 2005886619.3. Additional details regarding the Existing and Refurbished CT Scanners are set forth in Exhibit D hereto, titled Equipment Comparison.

Because Eastern would have purchased the Refurbished CT scanner even if the Diagnostic Center was not scheduled to move, this cost is independent of the cost of relocating the Diagnostic Center. However, even if this cost was included in the cost of relocating the Diagnostic Center, the total projected cost of relocation would still fall well under Eight Hundred Thousand Dollars ($800,000.00), or less than forty percent (40%) of the two million dollar ($2,000,000.00) statutory threshold set forth at N.C. Gen. Stat. § 131E-176(16)(b). In addition, the purchase price of the Refurbished CT Scanner falls below the statutory threshold for major medical equipment set forth at N.C. Gen. Stat § 131E-176(14o). For these reasons, the acquisition of this equipment does not constitute a new institutional health service and is not subject to Agency review.

The acquisition of the Replacement X-Ray System and the Refurbished CT Scanner do not constitute new institutional health services or any per se reviewable equipment under N.C. Gen. Stat. §§ 131E-176(14o) or (16)(f1), and we do not believe it is subject to review by the Agency. Nevertheless, the purpose of this letter is to provide the Agency with prior written notice of Eastern's intent to replace and remove from service the Existing X-Ray System and to acquire the Refurbished CT Scanner, and to request a letter from the Agency confirming that the purchase of this equipment is not subject to the CON law, based upon the fact that each is unrelated to the relocation of the Diagnostic Center.

Based on the foregoing, Eastern requests confirmation that its acquisition of the foregoing equipment is not subject to review by the Agency. Thank you for your attention to this matter, and please do not hesitate to contact me with any questions.

Sincerely,

WYRICK ROBBINS YATES & PONTON LLP

Frank Kirschbaum

Enclosures

EXHIBIT A

No-Review Letter Regarding the Relocation of the Diagnostic Center

NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES
Division of Health Service Regulation

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director

June 20, 2018

Frank Kirschbaum
PO Drawer 17803
Raleigh, NC 27619

No Review

Record #:	**2621**
Facility Name:	Eastern Radiologists
Business Name:	Eastern Radiologists, Inc.
Business #:	689
Project Description:	Relocate diagnostic center within Greenville
County:	Pitt

Dear Mr. Kirschbaum:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your June 15, 2018 regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request,** the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective. However, you need to contact the Agency's Radiation Protection Section and Construction Section to determine if they have any requirements for development of the proposed project.

It should be noted that this determination is binding only for the facts represented in your correspondence. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in the original cost estimate; (3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.

Please contact this office if you have any questions. Also, in all future correspondence you should reference the Facility ID # (FID) if the facility is licensed.

Sincerely,

Jane Rhoe-Jones
Project Analyst

Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need Section

cc: Construction Section, DHSR
Radiation Protection Section, DHSR
Amy Craddock, Assistant Chief, Healthcare Planning, DHSR

Wyrick Robbins Yates & Ponton LLP

wyrick robbins

Fkirschbaum@wyrick.com
fkirschbaum@wyrick.com

June 15, 2018

Via Hand Delivery

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

Re: Eastern Radiologists, Inc. / No Review Letter to Relocate Diagnostic Center

Dear Ms. Frisone:

Our client, Eastern Radiologists, Inc. ("Eastern Radiologists"), owns and operates a diagnostic center located at 9 Doctor's Park in Greenville, North Carolina. See Exhibit 1. The purpose of this letter is to request that you confirm that the relocation of the existing diagnostic center, including the associated medical diagnostic equipment, is not a new institutional health service within the meaning of the Certificate of Need ("CON") law.

The existing diagnostic center will be relocated from its current location at 9 Doctor's Park in Greenville, North Carolina, to 2101 West Arlington Boulevard, Greenville, North Carolina. The relocated diagnostic center will be located in the same city and county (Greenville, Pitt County) as the existing diagnostic center. The new location is only about 0.8 miles driving distance from the current location.

No new diagnostic equipment is being acquired and none of the existing diagnostic equipment is being replaced as part of this relocation. Furthermore, the relocation does not entail the acquisition of any major medical equipment or any *per se* reviewable equipment as defined in N.C. Gen. Stat. §§ 131E-176(14o) and (16)(f1). Likewise, the relocation does not include the offering of any *per se* reviewable services. *See* N.C. Gen. Stat. § 131E-176(16)(f).

The only issue presented herein is whether the capital costs associated with the relocation of the existing diagnostic center will cost in excess of two million dollars ($2,000,000). According to N.C. Gen. Stat. § 131E-176(16)b., included among new institutional health services is:

> Except as otherwise provided in G.S. 131E-184(e), the obligation by any person of a capital expenditure exceeding two million dollars ($2,000,000) to develop or expand a health service or a health service facility, or which relates to the provision of a health service. The cost of any studies, surveys, designs, plans, working drawings, specifications, and other activities, including staff effort and consulting and other services, essential to the acquisition, improvement, expansion, or replacement of any plant or equipment with respect to which an expenditure is made shall be included in determining if the expenditure exceeds two million ($2,000,000).

Attached as Exhibit 2 is a chart and listing of the capital costs associated with relocating the diagnostic equipment, as well as upfitting space and installing that equipment. Attached as Exhibit 3 is the supporting documentation for the moving quotes, architectural costs, HVAC costs and electrical costs associated with the relocation.

Based on the information above and in the attached Exhibits, the estimated total capital costs related to the relocation of the existing diagnostic center will be well below the $2,000,000 threshold. Therefore, the relocation of the diagnostic center is not a new institutional health service within the meaning of the CON law.

Based on the foregoing and the attached Exhibits, we respectfully request that you confirm that the relocation of the existing diagnostic center is not a new institutional health service and is not subject to CON review.

Please let me know if you have any questions.

Sincerely,

WYRICK ROBBINS YATES & PONTON

Frank Kirschbaum

Enclosures

RECEIVED MAR 17 2008

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center ▪ Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor
Dempsey Benton, Secretary

www.ncdhhs.gov/dhsr

Lee Hoffman, Section Chief
Phone: 919-855-3873
Fax: 919-733-8139

March 13, 2008

S. Todd Hemphill, Esq.
Bode, Call & Stroupe, L.L.P.
3105 Glenwood Avenue, Suite 300
Raleigh, NC 27612

RE: Inquiry / Eastern Radiologists, Inc. / Confirmation of status of diagnostic center/ Pitt County

Dear Mr. Hemphill:

In response to your letter of August 21, 2007, the Certificate of Need Section hereby confirms that Eastern Radiologists, Inc., which is located at 9 Doctor's Park in Greenville had established a diagnostic center at this site prior to March 18, 1993. This determination is based upon your representations of the following information:

1. In 1991, Eastern Radiologists, Inc. leased a Phillips LXC CT Scanner from SIGNET Leasing and Financial Corporation, which was operated at 9 Doctor's Park, Greenville. The fair market value of the Phillips LXC CT Scanner was $712,600.
2. In June, 1989, Eastern Radiologists, Inc. leased a Phillips XL Total Body Scanner with a fair market value of $845,000, which was operated at 9 Doctor's Park, Greenville.
3. N.C.G.S. §131E-176 (7a) states

"'Diagnostic center' means a freestanding facility, program, or provider, including, but not limited to, physicians' offices, clinical laboratories, radiology centers, and mobile diagnostic programs, in which the total cost of all the medical diagnostic equipment utilized by the facility which cost ten thousand dollar ($10,000) or more exceeds five hundred thousand dollars ($500,000). In determining whether the medical diagnostic equipment in a diagnostic center costs more than five hundred thousand dollars ($500,000), the costs of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the equipment shall be included. The capital expenditure for the

4. Based on the above definition, Eastern Radiologists, Inc. adequately demonstrated that prior to March 18, 1993, Eastern Radiologists, Inc. located at 9 Doctor's Park in Greenville was a diagnostic center because the medical diagnostic equipment utilized at that site had a fair market value in excess of $500,000.

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,

Helen E. Alexander, Team Leader

Lee B. Hoffman, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DHSR

Equipment	Vendor	System Type	Serial #	New Bldg Room #	Room Move Quote
C-Arm	Philips	Veradius 1.2	255	129	0.00
CT	GE	Lightspeed VCT		153	**26,896.00**
Digital X-Ray	Philips	BuckyDiagnostic TH	400332	169	**25,632.00**
Nuclear	GE	Infinia GP3		159	**15,000.00**
R&F	Philips	EasyDiagnostic Eleva	316253	124	**58,329.00**
R&F	Philips	EasyDiagnostic Eleva	313647	126	**58,329.00**
Thyroid Probe	Capintec	Captus 4000e	940324	159	0.00
Ultrasound	Siemens	Sequoia 512 ASOV*9	54989	(115, 116, 118)	0.00
Ultrasound	Siemens	S2000	206087	(115, 116, 118)	0.00
Ultrasound	Acuson	Sequoia ASCV512*9	55053	(115, 116, 118)	0.00

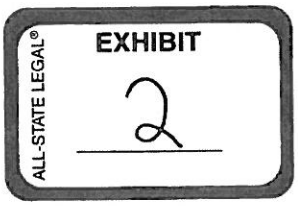
TOTAL ESTIMATE **184,186.00**

FROM FARRIOR & SONS, INC)

The Architectural numbers are accurate. The HVAC and Electrical are estimates.

Architectural $140,190

1. Lead shielding required for total of (7) rooms $74,580
2. Ceiling support framing at R&F rooms and X-ray for overhead equipment $5,000
3. Special floor construction for equipment support and anchoring $2,000
4. Lead lined doors and window frames. $27,150
5. Lead lined glass. $31,460



HVAC $50,000

1. The CT's require 3.5 tons of cooling each.
2. The Nuclear room requires 1.5 tons of cooling.
3. The ultrasound rooms 0.5 tons of cooling.
4. The Xray is 0.5 ton add and Rooms 124/126
5. Digital XRay are 1.25 tons of additional load

Electrical $25,000

1. Circuitry to disconnects/hardwired connections & empty conduit for controls to the equip in two R&F rooms.
2. Circuitry to disconnects/hardwired connections & empty conduit for controls to the equip in two CT rooms.
3. Circuitry to disconnects/hardwired connections & empty conduit for controls to the equip in Nuclear room.
4. Circuitry to disconnects/hardwired connections & empty conduit for controls to the equip in Digital X-ray room.
5. 3 Dedicated receptacles for ultrasound.
6. 2 Dedicated receptacles for equipment in procedure room.

DUNN & DALTON ARCHITECTS

EXHIBIT 3

ALL-STATE LEGAL®

June 12, 2018

Jenny Myers
Special Projects Manager
Eastern Radiologists, Inc.

RE: Eastern Radiology Addition, 2101 W. Arlington Blvd. Greenville, NC

Jenny: The following costs are directly associated with improvements made as a result of the CON requirements for the proposed new addition.

Architectural $156,444

1. Lead shielding required for total of (10) rooms $87,234
2. Ceiling support framing at R&F rooms and X-ray for overhead equipment $5,000
3. Special floor construction for equipment support and anchoring $2,000
4. Lead lined doors and window frames. $30,750
5. Lead lined glass. $31,460

HVAC $50,000

1-The CT's require 3.5 tons of cooling each.
2-The Nuclear room requires 1.5 tons of cooling.
3-The ultrasound rooms 0.5 tons of cooling.
4-The Xray is 0.5 ton add and Rooms 124/126
5-Digital XRay are 1.25 tons of additional load

Electrical $25,000

1. Circuitry to disconnects/hardwired connections and empty conduit for controls to the equipment in two R&F rooms.
2. Circuitry to disconnects/hardwired connections and empty conduit for controls to the equipment in two CT rooms.
3. Circuitry to disconnects/hardwired connections and empty conduit for controls to the equipment in Nuclear room.
4. Circuitry to disconnects/hardwired connections and empty conduit for controls to the equipment in Digital X-ray room.
5. 3 Dedicated receptacles for ultrasound.
6. 2 Dedicated receptacles for equipment in procedure room.

Respectfully Submitted,

J. Michael Dunn, AIA
Partner & Architect of Record

JAMES MICHAEL DUNN
REGISTERED ARCHITECT
4818
NORTH CAROLINA
KINSTON, N.C.

401 North Herritage Street Kinston, North Carolina 28501 252-527-1523 252-527-0049 Fax

GE Healthcare

ON DEMAND SERVICES Quotation Form

Customer Name: EASTERN RADIOLOGISTS	Date: June 13, 2018
Customer Shipping Address: 9 Doctors Park, W Arlington Blvd	Quote/Dispatch No: 162556898
Customer City, State, Zip: GREENVILLE, NC, 27835	Customer Billing Address (if different from shipping address:
Customer Contact: WALTER LINDSTRAND	
Phone Number: 2527525000	
Fax Number: NA	

We are pleased to submit the following quotation at prices and terms stated, subject to your acceptance of terms and conditions on the face and back hereof. This quotation expires **30** days after the date listed above.

QUANTITY	DESCRIPTION	PRICE
252752ERVCT	VCT ROOM MOVE (Quote includes the deinstall, rigging out and moving, reinstall, and calibrations). CONSTRUCTION AND ELECTRICALS NOT INCLUDED	$33,620
Current Location: EASTERN RAD 9 DOCTORS PARK GREENVILLE NC 27835 **New Location:** EASTERN RAD IMAGING CTR. ARLINGTON BLVD. GREENVILLE, NC 27835	**Deinstallation Start Date: TBD** Mon-Fri: 8AM-5PM Sat: N/A Sun: N/A **Reinstallation Start Date: TBD** Mon-Fri: 8AM-5PM Sat: N/A Sun: N/A	
	Less 25% Discount	$6,724
Quote Notes	Purchase Order # (Required): **TBD**	**$26,896**

This agreement is by and between the Customer and GE Healthcare. GE Healthcare agrees to provide and customer agrees to pay for the products and/or services set forth in this agreement in accordance with the terms and conditions set forth herein. This agreement is comprised of this OnDemand Services Quotation form, and the included GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as numbered above. This agreement is not tied to an umbrella purchasing agreement or other group purchasing agreement unless expressly indicated. This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above shall constitute the complete and final agreement of the parties relating to the products and/or services identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this agreement in making their decisions to enter into this agreement. No agreement or understanding, oral or written, in any way purporting to modify this agreement, whether contained in Customer's purchase order, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of products or services, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this agreement (except signatures in the signature blocks and any indication in the various open fields on this Support Summary) will be void.

TERMS OF DELIVERY: F.O.B. Destination
riority Transportation: [ ] Yes [ ] No
For Parts Purchases Only---Exchange Part: [ ] Yes [ ] No
TERMS OF PAYMENT: Payment in full is due upon receipt of our invoice.

GE Healthcare
9900 Innovation Drive
Wauwatosa, WI 53226

GE Representative
SUMERLIN, WAYLAND
TEAM LEADER, SERVICES

AGREED TO AND ACCEPTED BY:

Your Name (PRINT): _____

_____
Authorized Signature

Title: _____

Date: _____

GE Healthcare General Terms and Conditions

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

1. General Terms

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

1.2. Governing Law. The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

2. Compliance

2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-

MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory xception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Site Access Control and Network Security. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

2.5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

3. Disputes; Liability; and Indemnity

.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the uotation.

4. Payment and Finance

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE ealthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

5. Service

5.1 Service Warranties. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liabilities) for service warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. GE Healthcare may use refurbished parts during service as long as it uses the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

5.2. Software License. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for internal business only the GE Healthcare software, third-party software and associated documentation provided hereunder by GE Healthcare to Customer, subject to the license cope and other restrictions set forth in this Service Agreement. Customer may permit its employees, agents and independent contractors to use the software and associated documentation consistent with this Service Agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this Service Agreement. Customer may only use any third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; or (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors. Customer may make one copy of the software solely for backup purposes. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and documentation. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section.

5.3. Independent Contractor. GE Healthcare and Customer are independent contractors and nothing contained in this agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership or joint venture between the parties, except as otherwise agreed in writing by the parties.

6. Parts/Accessories (if applicable)

6. 1 Transportation, Title and Risk of Loss. Shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

6.2 Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery to Customer's designated delivery location.

6.3 Product Returns. Except as otherwise provided in any applicable Product return policy, and except for products shipped in error that are different from the Products listed in the Quotation, Customer shall not have any right to return Products for a refund after delivery.

6.4 Acceptance. Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement upon delivery.

.5 Hardware/Software Warranties. Warranties for hardware and software, including but not limited to parts and accessories, are set forth in GE Healthcare's applicable standard warranty forms. Parts warranties are as set forth by the OEM in the applicable parts package as provided by the OEM. These warranty statements/forms are the complete and exclusive statement of the warranty terms herein. No warranty is furnished for anything excluded from the warranty forms or for operating documentation, operating tools parts, or room moves. These items are provided AS IS. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR

PURPOSE WILL APPLY. Parts may be new or refurbished, and refurbished parts will have the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

6.6 Parts are intended only for use in servicing the Equipment at the facility in which it was intended as included herein, and are not for resale or other distribution. Parts are not intended for servicing any other equipment or for manufacturing or refurbishing any equipment. We reserve the right to reject without liability any order and to revoke without liability any acceptance if we reasonably determine that a Part is not intended for use in servicing Equipment.

7. Room Moves/Product Relocation services (if applicable)

7.1 GE Healthcare's relocation or room move services for equipment identified in the Quotation ("System") will be performed in accordance with applicable GE Healthcare installation guides and project plans and are otherwise subject to the following additional provisions. The Customer agrees to review the applicable installation guides and project plans and perform its obligations set forth in those materials.

7.2 The Customer will prepare the location for the re-installation of the System consistent with GE Healthcare's written specification including the installation of necessary system cable and assembly of any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties. The System's location in the new room may necessitate the use of new cabling. This quote does not include the price of new cables. The Customer is responsible for the cost of new cabling, if applicable. The Customer will provide an electrician to disconnect and re-connect power to the system in both locations.

7.3 For Systems that will be operated or in connection with Customer supplied hardware or software, the Customer is responsible for ensuring that its hardware or software conform with GE Healthcare's minimum hardware and software requirements as made available.

7.4 The Customer will assume responsibility for added costs due to delays and work slowdowns caused by inadequate site preparation, facility requests, or other circumstances beyond the control of GE Healthcare.

7.5 The Quotation assumes adequate doorway and hall sizes to allow passage of the System to be moved. GE Healthcare is not responsible for dismantling of rooms or doorways if needed for removal or re-installation.

7.6 Any repair and associated labor needed to bring the System up to a fully operational system during initial functional check or during re-installation will be the responsibility of the Customer, and will be invoiced separately unless otherwise covered by an existing GE service agreement.

7.7 Equipment site drawings for the new location will be provided at the Customer's request for no additional charge. If subsequent to preparing site drawings, Customer decides to terminate this agreement, Customer will be responsible for GE healthcare's cost in preparing the site drawings and will be invoiced separately.

7.8 Prior to de-installation and removal of mobile and fixed asset equipment, Customer will ensure that the site where the System is located and the System itself are clean and free of bodily fluids and other materials that may have the potential to carry diseases. Customer is also responsible for remediating all bio-hazards that may be discovered during the de-installation process (i.e. under equipment covers/below access flooring/cable ducts, etc).

7.9 Customer is also responsible for the proper management and disposal of the following material that may be located at Customer's site: radioactive sources, PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations. These materials will be left in Customer's possession for management, transportation, and disposal by Customer or its contractors in accordance with applicable legal requirements.

7.10 Until it is de-installed and removed by GE Healthcare or its contractor, Customer is responsible for risk and loss of the System, the proper operation of the System and compliance with any laws relating to the operation of the System. It is the responsibility of the Customer to ensure that any Protected Health Information (as defined by the Health Insurance Portability and Accountability Account Privacy Rule) is removed from the System before the System is removed. Customer represents and warrants that it has removed all Protected Health Information from the System. Customer further agrees to indemnify GE for any loss whatsoever resulting from any Protected Health Information that is not removed from the System. The parties agree that GE Healthcare shall have no obligations whatsoever in connection with any Protected Health Information that is not properly removed from the System by the Customer.

7.11 De-Install & Relocation (unless otherwise expressly quoted):

- Pre-move site assessment and coordination of room preparation with facility contractor.
- GE Healthcare will mechanically de-install the System and prepare it for transport.
- De-installation will include a functional check of the system and any appropriate software back-ups prior to removal and all preparation necessary to ready the System for transport by an equipment mover. GE equipment dollies will be used where applicable.
- GE Healthcare or its designate will transport the System to its new location.

7.12 Re-Installation / Calibration (unless otherwise expressly quoted):

- GE will mechanically install the System and perform electrical checkout & calibrations.
- With the exception of cabling, GE will cover the cost of repair parts & labor under the existing GE service contract.
- Reinstallation will include the physical installation of the System, calibration to system specifications, and testing as necessary to meet applicable requirements.

7.13 Exclusions (unless otherwise expressly quoted):

- Does not include cables that are not adequate length for the new location or room preparations, electrical, or structural details or modifications.
- No warranty is included for room move.
  Does not include parts or labor for pre-existing damage of non-functionality documented in system assessment.
- New cabling, rails or other hardware resulting from changes in size and orientation for the new location or changes in cable lengths
- Any repair parts and associated labor needed to bring the System up to a fully operational condition
- Loss, repair or replacement of System or components, including x-ray tubes, due to transportation or storage of equipment.
- Replacement of cryogens due to excessive boil-off prior to relocation or resulting from transportation of MR magnets

- Modifications or corrections to the work scope dictated by concealed conditions encountered in the performance of the work not indicated by the drawings or specifications.
- Lasers & alignment are Customer's responsibility
- Does not include removal of any equipment in current rooms at the new location.
  Cost of modifying the existing facility in order to allow for the removal, movement, and reinstallation of the System is the sole responsibility of the Customer
- Cost of any architectural/engineering services, and construction-related work.
- Cost of union labor, if such labor is required.

7.14 GE Healthcare will perform all labor Monday through Friday from 8:00 a.m. until 9:00 p.m. excluding GE holidays. If the Customer authorizes GE to work outside of the hours listed above, additional charges will apply.

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ROOM MOVE QUOTE

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:
[e-mail] tavare.sanchez@philips.com

QUOTE NO.	505909_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	505909
EXPIRATION DATE	5/22/2019

TO:

Eastern Radiologist Inc
9 Doctors Park
GREENVILLE, NC, 27834-2801

QUOTATION PREPARED BY: Tavare Sanchez, RSM

MODALITY	EQUIPMENT DESCRIPTION
704030	GXR-Bucky DIAGNOST TH

DESCRIPTION		UNIT PRICE
ROOM MOVE QUOTE		
	Deinstall / Reinstall / Calibration	$24,920.00
	Deinstall/ Scrap	
PHILIPS SITE PLANNING	Site Plans	
LIFE SOLUTIONS	Life Solutions	
POWER SOLUTIONS	Power Solutions	
INSTALLATIONS-PARTS	Installation Parts	$3,560.00
CLINICAL EDUCATION	**No Clinical ED**	
	SUBTOTAL	$28,480.00
	DISCOUNT	$2,848.00
	TOTAL	**$25,632.00**

Scope of work:

Scope of Work includes: 1.5 days de-installation of system; 2 days of reinstallation; 1.5 days calibration and testing.

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, please sign and return with a purchase order.

_____ Date :
Authorized Purchaser's Signature Title:

THANK YOU FOR YOUR BUSINESS!

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ROOM MOVE QUOTE

PHILIPS Healthcare

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Alpharetta, GA 30004
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Fax:

QUOTE NO.	505909_43242
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CUSTOMER ID	Eastern Radiologist Inc
SITE ID	505909

Philips Medical Systems North America Company, a Division of Philips Electronics North America Corporation ("Philips") will provide maintenance, calibration, repair, upgrades, and other quoted service ("Services") on the medical imaging, monitoring and related equipment owned or operated by Customer ("Equipment"), along with replacement of certain parts, assemblies and accessories, all as requested by Customer, solely upon the terms and conditions stated herein. Customer's acceptance of the Services constitutes its agreement to these terms and conditions.

1. SERVICE

The Service provided is for diagnostic imaging equipment unless otherwise agreed in writing. The Services will be performed during Service Coverage hours at Philips' standard prices in effect as of the date of service. At Philips' discretion, replacement parts may be provided on an exchange (refurbished) or new part basis. Replaced parts become Philips' property.

2. EXCLUSIONS

a. The Services do not include:

i. servicing or replacing components of the Equipment other than those parts listed in this agreement;
ii. servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infectious substances;
iii. the failure of anyone other than Philips' subcontractor or Philips to comply with Philips' written instructions or recommendations;
iv.)any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips;
v. any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips' subcontractor or Philips;
vi. damage caused by an external source, regardless of nature;
vii. neglect or misuse of the Equipment.

b. The Services do not include, unless specifically quoted by Philips:

i. providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment;
ii. any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips' subcontractors;
iii. the cost of consumable materials, including but not limited to cushions, knee supports, pads, magnetic media, cryogens, PET calibration sources, film or other supply items, unless specifically included in this Agreement;
iv. the cost of factory reconditioning;
v. providing software updates, back-up copies of software, or the programming of custom code.

3. COVERAGE

Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips' then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rates for out-of-hours service of this type in effect for hourly service customers with similar Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips' standards for business expense reimbursement of Philips' employees.

4. CUSTOMER RESPONSIBILITIES

As a condition to Philips undertaking to provide Services, Customer will: assure that the Equipment Site is in a clean and sanitary condition and that the Equipment has been cleaned and decontaminated after contact with blood or other potentially infectious material; dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment; maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; operate the Equipment in accordance with the published manufacturer's operating instructions; make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions; and provide Philips service personnel full and free access to the Equipment at the scheduled service time. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

5. PAYMENT

The total charge, plus applicable tax, will be due immediately upon Customer's receipt of Philips' invoice. The total charge will be the sum of all parts, assemblies, accessories, consumables, transportation, special handling, on-site labor, travel time, travel expense, and other chargeable Services. Customer will pay interest on any amount not paid when due at the maximum rate permitted by applicable law.

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ROOM MOVE QUOTE

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QUOTE NO.	505909_43242
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CUSTOMER ID	Eastern Radiologist Inc
SITE ID	505909

6. EXCUSABLE DELAYS

Philips is excused from performing the Services when Philips' delay or failure to perform is caused by events beyond Philips' reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or Equipment being contaminated with blood or other potentially infectious material.

7. PAYMENT DEFAULT

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

8. WARRANTY

Philips warrants that parts installed and labor performed by Philips will be free from defects in material and workman-ship respectively for a period of 60 days from the date of installation or performance. Replacement parts may contain refurbished components. If such components are used, they will be warranted as new. Glassware is covered under separate Warranties.

The warranty for parts purchased directly by the end-user from Philips and not installed by Philips is 30 days. Adjustment of claims under a parts warranty will result only in replacement of that part. Parts cannot be returned for credit only. Parts failures that result from improper installation or service procedures or any other external factors will not be covered under this warranty.

Philips' obligations are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the price paid by Customer. If Philips determines that any parts or labor fail to meet the foregoing warranties, Philips shall correct any such failure, at its sole option either (a) by repairing any defective or damaged part and furnishing the necessary labor to resolve any problems directly associated with the service work per-formed by Philips, or (b) for parts not installed by Philips, by making available at the place of installation any necessary repaired, exchange or replacement parts or assemblies.

This warranty will not apply to defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for breach of this warranty.

9. WARRANTY DISCLAIMER

Any warranties applicable to labor or replacement parts provided in connection with the Services are described herein. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PHILIPS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND No warranty of Merchantability or fitness for a particular purpose applies to anything provided by PHILIPS' SUBCONTRACTOR OR PHILIPS.

10. LIMITATIONS OF REMEDIES AND DAMAGES

Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services and Philips' performance here-under is limited to an amount not to exceed the price paid for the part or service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, I INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED HEREUNDER.

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SITE ID	505909

11. PROPRIETARY SERVICE MATERIALS

In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver to the Equipment site and use certain proprietary service materials (including software, diagnostic tools and writ-ten or electronic documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Equipment site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property by anyone other than Philips 'personnel is prohibited. Customer consents to Philips' removal of all or any part of this property at any time.

12. THIRD PARTY MANAGEMENT

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

13. TAXES

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

14. INDEPENDENT CONTRACTOR

Philips is Customer's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Customer employees, agents, joint ventures or partners.

15. RECORD RETENTION AND ACCESS

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

16. SUBCONTRACTS AND ASSIGNMENTS

Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer. No such subcontract will release Philips from those obligations to Customer. Customer may not assign its rights hereunder or the responsibility for payments due without Philips' prior express written consent.

17.SURVIVAL,WAIVER,SEVERABILITY,CHOICE OF LAW

Customer's obligation to pay any money due to Philips in connection with the Services shall continue until Philips has received all such amounts. All of Philips' rights, privileges and remedies with respect to the Services will continue in full force and effect. Philips' failure to enforce any provision of these terms is not a waiver of that provision or of Philips' right to later enforce each and every provision. If any part of these terms is found to be invalid, the remaining part will be effective. The law of the state of New York will govern any interpretation of these terms and any dispute between Philips and Customer without regard to the principles of choice of law.

18. ENTIRE AGREEMENT

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

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Phone: 678-350-4242
Fax:

QUOTE NO.	505909_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	505909

Clinical Education:

No Clinical ED

Quote

TRANSTATE

Date	Quote #
5/25/2018	

Name / Address	Shipping Address
ER Imaging 2101 West Arlington Blvd. Suite 210 Greenville, NC 27834	ER Imaging 9 Doctors Park, W Arlington Blvd Greenville, NC 27834

Description	Qty	Price Each	Total
Relocation of one (1) GE Infinia gamma camera including:	1	$15,000.00	$15,000.00
- Rigging	1	$0.00	$0.00
- Transportation	1	$0.00	$0.00
- Installation	1	$0.00	$0.00
- Labor	1	$0.00	$0.00
- Travel	1	$0.00	$0.00
Sales Tax is not included	1	$0.00	$0.00
		Subtotal	$15,000.00
		Sales Tax (0.00%)	$0.00
		Total	$15,000.00

Customer Acceptance:_____

Customer Notes:

PHILIPS
CUSTOMerCARE

ROOM MOVE QUOTE

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:
[e-mail] tavare.sanchez@philips.com

QUOTE NO.	542716_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542716
EXPIRATION DATE	5/22/2019

TO:

Eastern Radiologist Inc
9 Doctors Park
GREENVILLE, NC, 27834-2801

QUOTATION PREPARED BY: Tavare Sanchez, RSM

MODALITY	EQUIPMENT DESCRIPTION
706032	GXR-EasyDIAGNOST Eleva

	DESCRIPTION	UNIT PRICE
	ROOM MOVE QUOTE	
	Deinstall / Reinstall / Calibration	$61,340.00
	Deinstall/ Scrap	
PHILIPS SITE PLANNING	Site Plans	
LIFE SOLUTIONS	Life Solutions	
POWER SOLUTIONS	Power Solutions	
INSTALLATIONS-PARTS	Installation Parts	$3,470.00
CLINICAL EDUCATION	**No Clinical ED**	
	SUBTOTAL	$64,810.00
	DISCOUNT	$6,481.00
	TOTAL	**$58,329.00**

Scope of work:

Scope of Work includes: 3.5 days de-installation of system; 3.5 days of reinstallation; 3 days calibration and testing.

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, please sign and return with a purchase order.

_____ Date :
Authorized Purchaser's Signature Title:

THANK YOU FOR YOUR BUSINESS!

PHILIPS
CUSTOMerCARE

ROOM MOVE QUOTE

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:

QUOTE NO.	542716_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542716

Philips Medical Systems North America Company, a Division of Philips Electronics North America Corporation ("Philips") will provide maintenance, calibration, repair, upgrades, and other quoted service ("Services") on the medical imaging, monitoring and related equipment owned or operated by Customer ("Equipment"), along with replacement of certain parts, assemblies and accessories, all as requested by Customer, solely upon the terms and conditions stated herein. Customer's acceptance of the Services constitutes its agreement to these terms and conditions.

1. SERVICE

The Service provided is for diagnostic imaging equipment unless otherwise agreed in writing. The Services will be performed during Service Coverage hours at Philips' standard prices in effect as of the date of service. At Philips' discretion, replacement parts may be provided on an exchange (refurbished) or new part basis. Replaced parts become Philips' property.

2. EXCLUSIONS

a. The Services do not include:

i. servicing or replacing components of the Equipment other than those parts listed in this agreement;
ii. servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infectious substances;
iii. the failure of anyone other than Philips' subcontractor or Philips to comply with Philips' written instructions or recommendations;
iv.)any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips;
v. any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips' subcontractor or Philips;
vi. damage caused by an external source, regardless of nature;
vii. neglect or misuse of the Equipment.

b. The Services do not include, unless specifically quoted by Philips:

i. providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment;
ii. any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips' subcontractors;
iii. the cost of consumable materials, including but not limited to cushions, knee supports, pads, magnetic media, cryogens, PET calibration sources, film or other supply items, unless specifically included in this Agreement;
iv. the cost of factory reconditioning;
v. providing software updates, back-up copies of software, or the programming of custom code.

3. COVERAGE

Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips' then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rates for out-of-hours service of this type in effect for hourly service customers with similar Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips' standards for business expense reimbursement of Philips' employees.

4. CUSTOMER RESPONSIBILITIES

As a condition to Philips undertaking to provide Services, Customer will: assure that the Equipment Site is in a clean and sanitary condition and that the Equipment has been cleaned and decontaminated after contact with blood or other potentially infectious material; dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment; maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; operate the Equipment in accordance with the published manufacturer's operating instructions; make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions; and provide Philips service personnel full and free access to the Equipment at the scheduled service time. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

5. PAYMENT

The total charge, plus applicable tax, will be due immediately upon Customer's receipt of Philips' invoice. The total charge will be the sum of all parts, assemblies, accessories, consumables, transportation, special handling, on-site labor, travel time, travel expense, and other chargeable Services. Customer will pay interest on any amount not paid when due at the maximum rate permitted by applicable law.

PHILIPS
CUSTOMerCARE

ROOM MOVE QUOTE

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:

QUOTE NO.	542716_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542716

6. EXCUSABLE DELAYS

Philips is excused from performing the Services when Philips' delay or failure to perform is caused by events beyond Philips' reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or Equipment being contaminated with blood or other potentially infectious material.

7. PAYMENT DEFAULT

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

8. WARRANTY

Philips warrants that parts installed and labor performed by Philips will be free from defects in material and workman-ship respectively for a period of 60 days from the date of installation or performance. Replacement parts may contain refurbished components. If such components are used, they will be warranted as new. Glassware is covered under separate Warranties.

The warranty for parts purchased directly by the end-user from Philips and not installed by Philips is 30 days. Adjustment of claims under a parts warranty will result only in replacement of that part. Parts cannot be returned for credit only. Parts failures that result from improper installation or service procedures or any other external factors will not be covered under this warranty.

Philips' obligations are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the price paid by Customer. If Philips determines that any parts or labor fail to meet the foregoing warranties, Philips shall correct any such failure, at its sole option either (a) by repairing any defective or damaged part and furnishing the necessary labor to resolve any problems directly associated with the service work per-formed by Philips, or (b) for parts not installed by Philips, by making available at the place of installation any necessary repaired, exchange or replacement parts or assemblies.

This warranty will not apply to defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for breach of this warranty.

9. WARRANTY DISCLAIMER

Any warranties applicable to labor or replacement parts provided in connection with the Services are described herein. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PHILIPS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND No warranty of Merchantability or fitness for a particular purpose applies to anything provided by PHILIPS' SUBCONTRACTOR OR PHILIPS.

10. LIMITATIONS OF REMEDIES AND DAMAGES

Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services and Philips' performance here-under is limited to an amount not to exceed the price paid for the part or service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, I NDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED HEREUNDER.

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:

QUOTE NO.	542716_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542716

11. PROPRIETARY SERVICE MATERIALS

In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver to the Equipment site and use certain proprietary service materials (including software, diagnostic tools and writ-ten or electronic documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Equipment site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property by anyone other than Philips 'personnel is prohibited. Customer consents to Philips' removal of all or any part of this property at any time.

12. THIRD PARTY MANAGEMENT

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

13. TAXES

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

14. INDEPENDENT CONTRACTOR

Philips is Customer's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Customer employees, agents, joint ventures or partners.

15. RECORD RETENTION AND ACCESS

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

16. SUBCONTRACTS AND ASSIGNMENTS

Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer. No such subcontract will release Philips from those obligations to Customer. Customer may not assign its rights hereunder or the responsibility for payments due without Philips' prior express written consent.

17.SURVIVAL,WAIVER,SEVERABILITY,CHOICE OF LAW

Customer's obligation to pay any money due to Philips in connection with the Services shall continue until Philips has received all such amounts. All of Philips' rights, privileges and remedies with respect to the Services will continue in full force and effect. Philips' failure to enforce any provision of these terms is not a waiver of that provision or of Philips' right to later enforce each and every provision. If any part of these terms is found to be invalid, the remaining part will be effective. The law of the state of New York will govern any interpretation of these terms and any dispute between Philips and Customer without regard to the principles of choice of law.

18. ENTIRE AGREEMENT

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

PHILIPS
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ROOM MOVE QUOTE

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:

QUOTE NO.	542716_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542716

Clinical Education:

No Clinical ED

PHILIPS
CUSTOMerCARE

ROOM MOVE QUOTE

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:
[e-mail] tavare.sanchez@philips.com

QUOTE NO.	542593_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542593
EXPIRATION DATE	5/22/2019

TO:

Eastern Radiologist Inc
9 Doctors Park
GREENVILLE, NC, 27834-2801

QUOTATION PREPARED BY: Tavare Sanchez, RSM

MODALITY	EQUIPMENT DESCRIPTION
706032	GXR-EasyDIAGNOST Eleva

	DESCRIPTION	UNIT PRICE
	ROOM MOVE QUOTE	
	Deinstall / Reinstall / Calibration	$61,340.00
	Deinstall/ Scrap	
PHILIPS SITE PLANNING	Site Plans	
LIFE SOLUTIONS	Life Solutions	
POWER SOLUTIONS	Power Solutions	
INSTALLATIONS-PARTS	Installation Parts	$3,470.00
CLINICAL EDUCATION	**No Clinical ED**	
	SUBTOTAL	$64,810.00
	DISCOUNT	$6,481.00
	TOTAL	**$58,329.00**

Scope of work:

Scope of Work includes: 3.5 days de-installation of system; 3.5 days of reinstallation; 3 days calibration and testing.

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, please sign and return with a purchase order.

_____ Date :
Authorized Purchaser's Signature Title:

THANK YOU FOR YOUR BUSINESS!

PHILIPS
CUSTOMerCARE

ROOM MOVE QUOTE

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:

QUOTE NO.	542593_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542593

Philips Medical Systems North America Company, a Division of Philips Electronics North America Corporation ("Philips") will provide maintenance, calibration, repair, upgrades, and other quoted service ("Services") on the medical imaging, monitoring and related equipment owned or operated by Customer ("Equipment"), along with replacement of certain parts, assemblies and accessories, all as requested by Customer, solely upon the terms and conditions stated herein. Customer's acceptance of the Services constitutes its agreement to these terms and conditions.

1. SERVICE

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2. EXCLUSIONS

a. The Services do not include:

i. servicing or replacing components of the Equipment other than those parts listed in this agreement;
ii. servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infectious substances;
iii. the failure of anyone other than Philips' subcontractor or Philips to comply with Philips' written instructions or recommendations;
iv.)any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips;
v. any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips' subcontractor or Philips;
vi. damage caused by an external source, regardless of nature;
vii. neglect or misuse of the Equipment.

b. The Services do not include, unless specifically quoted by Philips:

i. providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment;
ii. any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips' subcontractors;
iii. the cost of consumable materials, including but not limited to cushions, knee supports, pads, magnetic media, cryogens, PET calibration sources, film or other supply items, unless specifically included in this Agreement;
iv. the cost of factory reconditioning;
v. providing software updates, back-up copies of software, or the programming of custom code.

3. COVERAGE

Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips' then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rates for out-of-hours service of this type in effect for hourly service customers with similar Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips' standards for business expense reimbursement of Philips' employees.

4. CUSTOMER RESPONSIBILITIES

As a condition to Philips undertaking to provide Services, Customer will: assure that the Equipment Site is in a clean and sanitary condition and that the Equipment has been cleaned and decontaminated after contact with blood or other potentially infectious material; dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment; maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; operate the Equipment in accordance with the published manufacturer's operating instructions; make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions; and provide Philips service personnel full and free access to the Equipment at the scheduled service time. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

5. PAYMENT

The total charge, plus applicable tax, will be due immediately upon Customer's receipt of Philips' invoice. The total charge will be the sum of all parts, assemblies, accessories, consumables, transportation, special handling, on-site labor, travel time, travel expense, and other chargeable Services. Customer will pay interest on any amount not paid when due at the maximum rate permitted by applicable law.

PHILIPS
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ROOM MOVE QUOTE

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:

QUOTE NO.	542593_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542593

6. EXCUSABLE DELAYS

Philips is excused from performing the Services when Philips' delay or failure to perform is caused by events beyond Philips' reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or Equipment being contaminated with blood or other potentially infectious material.

7. PAYMENT DEFAULT

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

8. WARRANTY

Philips warrants that parts installed and labor performed by Philips will be free from defects in material and workman-ship respectively for a period of 60 days from the date of installation or performance. Replacement parts may contain refurbished components. If such components are used, they will be warranted as new. Glassware is covered under separate Warranties.

The warranty for parts purchased directly by the end-user from Philips and not installed by Philips is 30 days. Adjustment of claims under a parts warranty will result only in replacement of that part. Parts cannot be returned for credit only. Parts failures that result from improper installation or service procedures or any other external factors will not be covered under this warranty.

Philips' obligations are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the price paid by Customer. If Philips determines that any parts or labor fail to meet the foregoing warranties, Philips shall correct any such failure, at its sole option either (a) by repairing any defective or damaged part and furnishing the necessary labor to resolve any problems directly associated with the service work per-formed by Philips, or (b) for parts not installed by Philips, by making available at the place of installation any necessary repaired, exchange or replacement parts or assemblies.

This warranty will not apply to defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for breach of this warranty.

9. WARRANTY DISCLAIMER

Any warranties applicable to labor or replacement parts provided in connection with the Services are described herein. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PHILIPS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND No warranty of Merchantability or fitness for a particular purpose applies to anything provided by PHILIPS' SUBCONTRACTOR OR PHILIPS.

10. LIMITATIONS OF REMEDIES AND DAMAGES

Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services and Philips' performance here-under is limited to an amount not to exceed the price paid for the part or service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, I NDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED HEREUNDER.

PHILIPS
CUSTOMerCARE

ROOM MOVE QUOTE

PHILIPS Healthcare

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One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:

QUOTE NO.	542593_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542593

11. PROPRIETARY SERVICE MATERIALS

In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver to the Equipment site and use certain proprietary service materials (including software, diagnostic tools and writ-ten or electronic documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Equipment site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property by anyone other than Philips 'personnel is prohibited. Customer consents to Philips' removal of all or any part of this property at any time.

12. THIRD PARTY MANAGEMENT

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

13. TAXES

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

14. INDEPENDENT CONTRACTOR

Philips is Customer's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Customer employees, agents, joint ventures or partners.

15. RECORD RETENTION AND ACCESS

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

16. SUBCONTRACTS AND ASSIGNMENTS

Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer. No such subcontract will release Philips from those obligations to Customer. Customer may not assign its rights hereunder or the responsibility for payments due without Philips' prior express written consent.

17.SURVIVAL,WAIVER,SEVERABILITY,CHOICE OF LAW

Customer's obligation to pay any money due to Philips in connection with the Services shall continue until Philips has received all such amounts. All of Philips' rights, privileges and remedies with respect to the Services will continue in full force and effect. Philips' failure to enforce any provision of these terms is not a waiver of that provision or of Philips' right to later enforce each and every provision. If any part of these terms is found to be invalid, the remaining part will be effective. The law of the state of New York will govern any interpretation of these terms and any dispute between Philips and Customer without regard to the principles of choice of law.

18. ENTIRE AGREEMENT

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

PHILIPS
CUSTOMerCARE

ROOM MOVE QUOTE

PHILIPS Healthcare

Tavare Sanchez, RSM
One Deerfield Center, 13560 Morris Rd, Ste 2100
Alpharetta, GA 30004
Phone: 678-350-4242
Fax:

QUOTE NO.	542593_43242
DATE	5/22/2018
CUSTOMER ID	Eastern Radiologist Inc
SITE ID	542593

Clinical Education:

No Clinical ED

OCT 26 1993

PART I

Registration and Inventory of "Diagnostic Center" Medical Equipment

State of North Carolina
Department of Human Resources
September, 1993

1. Legal name of the provider, owner and/or operator:

Eastern Radiologists Inc
(Legal Name)

2. Hospital Affiliated: Yes____ No X
Non-Hospital Affiliated: Yes X No____

3. Address of the provider, owner and/or operator:

#9 Doctors Park
(Street and Number)

Greenville NC 27834 919-752-5002
(City) (State) (Zip) (Area Code & Phone Number)

4. Chief Executive Officer to whom all correspondence and questions regarding this registration will be directed:

Paul McConnell, MD
(Name) (Title)

PART I

Registration and Inventory of "Diagnostic Center" Medical Equipment

Diagnostic Center's Name EASTERN RADIOLOGISTS

Report below all medical equipment costing ten thousand dollars ($10,000) or more per unit which was owned or leased by the Center as of March 17, 1993.

DIAGNOSTIC CENTER MEDICAL EQUIPMENT

Medical Diagnostic Equipment	Manufacturer's Model Number	Serial/ID Number	Fair Market Value on or Around 3/18/93	
GE R&F X-RAY ROOM 1	MST 625II	18846 WKG		11/93
GE R&F X-RAY ROOM 2	MVP 60	16862 ES5		10/90
GE R&F X-RAY ROOM 3	MVP60	18613 ES0		2/91
PHILIPS R&F X-RAY ROOM 4	9874294	913250		7/91
GE HEAD X-RAY ROOM 5	MST625II	882347		
GE DIAG. X-RAY ROOM 6	DXD350	875053		
GE DIAG. X-RAY ROOM 7	MST625II	1641WK1		2/91
PHILIPS CT	TOMOSCAN LX	818388002		
PHILIPS CT	TOMOSCAN LX	816966901		
PHILIPS DIAG. MAMMO.	451212	32072		7/88
SIEMENS BASICAM	6608	00107		5/89
ACUSON ULTRASOUND	128 R/F	03542		12/89
ACUSON ULTRASOUND	128	00923		
	Total All Equip.		2.5 million	

The undersigned Chief Executive Officer certifies the accuracy of this information:

Name: R. W McConnell
Facility: Eastern Radiologists, Inc
Telephone: 919-752500
Date: 9-22-93

PART I

Registration and Inventory of "Diagnostic Center" Medical Equipment

Diagnostic Center's Name EASTERN RADIOLOGISTS BREAST IMAGING CENTER
1911 WEST SIXTH STREET

Report below all medical equipment costing ten thousand dollars ($10,000) or more per unit which was owned or leased by the Center as of March 17, 1993.

DIAGNOSTIC CENTER MEDICAL EQUIPMENT

Medical Diagnostic Equipment	Manufacturer's Model Number	Serial/ID Number	Fair Market Value on or Around 3/18/93	
GE DIAG. X-RAY ROOM 1	DXD525	822386		10/62
GE DIAG. X-RAY ROOM 4	DXS359	63992WK2		
PHILIPS DIAG. MAMMO. 1	451212	32072		5/87
PHILIPS DIAG. MAMMO. 2	451212	22048		1/56
GE DIAG. X-RAY ROOM 2	NO GENERATOR	—		

The undersigned Chief Executive Officer certifies the accuracy of this information:

R.W. McConnell

Name: Eastern Radiologists, Inc

Facility: Eastern Radiologists, Inc

Telephone: 919-752-5000

Date: 9-23-93

EXHIBIT B

Vendor Quote 00001298 for the DEL Medical
DM-OTC18-M Replacement X-Ray System

RADON MEDICAL IMAGING

Radon Medical, LLC

384 Peachoid Road Phone: (864) 487-0450
Gaffney, SC 29341 Fax: (864) 487-9955

http://radonmedicalimaging.com/

Salesperson: Kristen Johnson
Email: kjohnson@radonmed.com
Ph: 919-353-8423

Date	2/6/2019	Quote Number	00001298
		Expiration Date	5/6/2019

Address Information

Bill To Name	Eastern Radiologists, Inc.	Ship To Name	Eastern Radiologists, Inc.
Bill To	2101 Arlington BLVD, STE 210 Greenville, NC 27834 United States	Shipping Address	2101 Arlington BLVD, STE 210 Greenville, NC 27834 United States

Quote Line Items

Quantity	Product Code	Product	Line Item Description	Options	Price
1.00	DM-OTC18-M	Del Medical OTC18M ceiling mounted tube support with touchscreen interface			$156,489.00
1.00	COL-SIEMENS-M2	Siemens Manual Collimator (ML03)			
1.00	DM-CM80DR	Del Medical CM Series DR 80kW, 1000mA, High Frequency Three Phase Generator			
1.00	DM-AEC-INT-2ION	AEC kit with interface board and two (2) Ion Chambers			
1.00	DM-CM-CSL-MINI	Mini Console for Del Medical CMDR Series Generator (for use with Integrated Digital Systems)			
1.00	DM-CM-DR-CANON	Del Medical CMDR Series Digital Interface for Canon DR			
1.00	TUBE-VR92-90	Varian RAD 92 Tube - 90° cable arms, 0.6x1.2mm FS, 600kHU, 150kVp, 12° target, 4" anode			
1.00	DM-EV800	Del Medical EV800 Elevating Table with Four-Way Float Top			
1.00	DM-GC-TRAY	Grid cabinet, 17" x 17" (43cm x 43cm) and One deluxe, heavy-duty manual cassette tray			
1.00	DM-TBL-REMOTE	Table top hand control, controls all table functions (elevation and four-way float of top)			
1.00	DM-TBL-36	Replace standard 32" Width Table Top with 36" Width Table Top			

1.00	GRID-132-10-34	132 Line, 10:1 Ratio, 34-44" Grid			
1.00	DM-VS300	Del Medical VS300 Wall Stand			
1.00	DM-GC-T4343R	Grid cabinet for E17C / T17C fixed flat panel DR detector			
1.00	DM-VS-OVHGRP	Overhead Patient Handgrips for VS200/VS300			
1.00	GRID-132-10-40	132 Line, 10:1 Ratio, 40-72" Grid			
1.00	401CCOMPACT	Canon CXDI-401C COMPACT Full-Field Fixed Digital Detector			
1.00	APPLICATIONS2DAY	Applications Training - 2 consecutive days			
1.00	INSTALL	Includes Standard Installation	Included		
1.00	2 Year Warranty (GWI)	2 Year Warranty (Parts & Labor)	Glassware Included		
1.00	Relocation	Relocation	Relocation and installation of existing Canon NE Workstation and 710C Detector Included		
1.00	Optional - Radiographic Room Coverage	Radiographic Room Coverage	$15,500 per year, Billed Annually	_____Accept _____Decline	

Totals

Grand Total $156,489.00

Prices quoted do not include shipping, applicable sales tax, or installation cost (unless noted)

For any questions or concerns please do not hesitate to contact us at any time at (864) 487-0450.
NOTE: Please provide Tax Exempt Certificate if applicable. Otherwise, applicable sales tax will be included on the payment invoice.
Payment Terms: 70% due upon Radon receipt of order, 30% due net 30 upon completion of installation.
Any pre-owned equipment quoted is subject to availability of equipment.
All glassware, as applicable, will be prorated over the life of the warranty.
Signature on the last page of this document verifies acceptance of service agreement with all applicable terms and conditions.

Product Descriptions

Product	Detailed Product Description
Del Medical OTC18M ceiling mounted tube support with touchscreen interface	Del Medical OTC18M ceiling mounted tube support with touchscreen interface - Minimum source to ceiling distance 32.6 (830 mm) - Vertical telescope travel range (Manual only): 70.8 (1800mm) - Longitudinal travel range: 136.4 (3460mm) - With optional rail extensions: 222.2 (5645mm) - Longitudinal detent positions, configurable during installation - Transverse travel range, with standard 9.8' (3m) rail: 84.6 min. (2150mm) - With optional 13.1' (4m) rail: 137.8 max. (3500mm) - Transverse detent positions, configurable during installation - Tube rotation range, horizontal axis, -120°, +120° - Detent positions, horizontal axis, -90°, 0°, +90° - Tube rotation range, vertical axis, -154°, +182° - Detent positions, vertical axis, -90°, 0°, +90°, +180° - Vertical telescope travel range: 70.9 (1800mm) - Front display digital readouts: SID, horizontal tube rotation angle, receptor and generator techniques selections, and collimator information (when paired with auto collimator) - 1 pair 80' (24 meters) HV cables included with cable concealment and management system - Standard 14' rail included
Siemens Manual Collimator (ML03)	Siemens Manual Collimator Item Includes: Lamellae close to the source to shield off extra focal radiation Additional pre-filters integrated in the collimator Bucky light generated by laser guarantees a sharp light line for all source to image distances Display of field sizes selectable: in or cm Rotation by +/-45° with a stop in 0° position by swiveling flange Tape measure integrated in a user-friendly way in the collimator Two foam protected accessory rails facilitate attachment of additional devices and further filters LED powered light field for better contrast and greater lifetime
Del Medical CM Series DR 80kW, 1000mA, High Frequency Three Phase Generator	- 150 kVp - Digital Interface for integration with Digital Radiography systems - Anatomical Programming with 768 programmable technique selections - Operator Console with Pedestal and Handswitch - One, two, or three point technique selection - Two Bucky Capability - Power Cabinet with Auxiliary Power Supply - Tube Protection Circuitry - Dual Speed Starter - Integrated service software assists in calibration and service - Self-diagnostic circuitry with error code recording for fast trouble Shooting
AEC kit with interface board and two (2) Ion Chambers	AEC kit with interface board and two (2) Ion Chambers
Mini Console for Del Medical CMDR Series Generator (for use with Integrated Digital Systems)	Mini Console for Del Medical CMDR Series Generator (for use with Integrated Digital Systems)
Del Medical CMDR Series Digital Interface for Canon DR	Del Medical CMDR Series Digital Interface for Canon DR (Please note: applicable only for CMDR Series Generators)
Varian RAD 92 Tube - 90° cable arms, 0.6x1.2mm FS, 600kHU, 150kVp, 12° target, 4" anode	Varian RAD 92 Tube - 90° cable arms , 0.6x1.2mm FS, 600kHU, 150kVp, 12° target, 4" anode
	- 800 lb. (363 kg) patient load capacity - 86.5 (220cm) x 31.9 (81cm) fiber resin table-top - Height adjustment: 21.75 (55.25cm) to 33.77 (85.8cm) - Table top movement: +/- 21.25 (54cm) longitudinal, +/- 4.5 (11.4cm)

Del Medical EV800 Elevating Table with Four-Way Float Top	transverse - Bucky travel: +/- 8.5 (22cm) longitudinal - Quiet duty motor with efficient elevating action - Recessed foot treadle lock controls for longitudinal and transverse, table top up/down movement - Tableside hand control provides an additional source for all table movements - Integral collision safety sensors
Grid cabinet, 17" x 17" (43cm x 43cm) and One deluxe, heavy-duty manual cassette tray	Grid cabinet, 17" x 17" (43cm x 43cm) and One deluxe, heavy-duty manual cassette tray
Table top hand control, controls all table functions (elevation and four-way float of top)	Table top hand control, controls all table functions (elevation and four-way float of top)
Replace standard 32" Width Table Top with 36" Width Table Top	Replace standard 32" Width Table Top with 36" Width Table Top
132 Line, 10:1 Ratio, 34-44" Grid	132 Line, 10:1 Ratio, 34-44" Grid
Del Medical VS300 Wall Stand	- Slender Column Design - Electric "Fail Safe" locks; only require power to move column - Ergonomic release handle - Lateral patient handgrips included (standard) - Height: 84" (213.4cm) (includes vertical travel) - Depth: 13.4" (34cm) - Width: 24.6" (62.5cm) - Weight (with receptor): 200 lbs (91kg) - 0.4mm front panel aluminum equivalency
Grid cabinet for E17C / T17C fixed flat panel DR detector	Grid cabinet for E17C / T17C fixed flat panel DR detector
Overhead Patient Handgrips for VS200/VS300	Overhead Patient Handgrips for VS200/VS300
132 Line, 10:1 Ratio, 40-72" Grid	132 Line, 10:1 Ratio, 40-72" Grid
Canon CXDI-401C COMPACT Full-Field Fixed Digital Detector	Canon CXDI-401C COMPACT Full-Field Fixed Digital Detector - Designed to fit inside of standard bucky tray - 16.8" x 16.3" Imaging Area (42.6 cm x 41.5 cm) - High Sensitivity a-Si Sensor with Cesium Iodide Scintillator - 125 Micron Pixel Pitch - 11.3 Megapixel (3408 x 3320) Resolution - Preview Image in 3-5 Seconds - Outside Dimension: 18.1" x 18.1" x 0.6" (460 x 460 x 15mm)
Applications Training - 2 consecutive days	Applications Training - 2 consecutive days on-site Normal Business Hours. Non-Holiday
Includes Standard Installation	Includes standard installation, M-F 8am-5pm, Non - Holidays.
2 Year Warranty (Parts & Labor)	2 year parts and labor warranty, starting with first clinical use, during the hours of 8 AM to 5 PM Monday through Friday. Non-Holidays. Non-warranty after hour calls will be billed at time and one-half.
Relocation	Relocation
Radiographic Room Coverage	Radiographic Room Coverage Includes full parts and labor after 24 month warranty. Glassware and 1 PM per year included. Service Hours - 8AM to 5PM Monday through Friday, excluding Radon approved Holidays

General Terms and Conditions of Quotation

(applicable unless otherwise stated in quotation)

The Quotation supersedes all previous bids, quotations, offers and dealings with respect to the sale of the equipment, software and supplies listed on the Quotation (collectively "the Products"). The Quotation may be withdrawn by RADON Medical, LLC at any time without notice, and shall not bind RADON Medical, LLC until signed by Customer and by an authorized representative of RADON Medical, LLC.

NO COUNTEROFFERS. Acceptance of this Quotation is expressly limited to the terms and conditions contained herein. Unless accepted in writing by RADON Medical, LLC, any additional or different terms or conditions contained in Customer's order or response hereto shall be of no force or effect, and shall not be binding upon RADON MEDICAL, LLC.

Warranty as described in quotation body or per attached exhibit. RADON MEDICAL, LLC shall have no liability or responsibility for providing maintenance, service, repair, replacement or otherwise to provide any services with respect to the Products following completion of installation, except for covered warranty work, unless Customer and RADON MEDICAL, LLC have entered into a separate service contract. The service contract shall set forth the sale terms and conditions under which RADON MEDICAL, LLC will provide such service and maintenance work for the Products. The warranty / service contract is NOT transferable to a 3rd party without the expressed written consent of RADON MEDICAL, LLC.

All glassware, as applicable, will be prorated over life of warranty.

Any pre-owned equipment quoted is subject to availability of equipment.

Applicable taxes will be added to invoice unless a tax exempt certificate is included with purchase order.

Shipping charges, custom clearance charges, and any other charges associated with delivery of products will be at customer expense. Customer shall pay or reimburse to RADON MEDICAL, LLC the cost of shipping the Products to the Customer.

Sales and Excise Taxes: Customer shall be solely responsible for all sales, use, excise, occupation taxes, and similar taxes, which may be due to any state or other political subdivision. If tax exempt, Customer is responsible for providing RADON Medical, LLC with a tax exempt certificate.

Other specific terms and conditions apply as described in accompanying exhibit or specified in the body of the quotation .

DELAYS IN SHIPMENT, DELIVERY AND ACCEPTANCE. Shipping, delivery and acceptance dates are estimated on the basis of prompt receipt of all necessary information from Customer. Should delivery or installation be delayed, in whole or in part, for any reason beyond RADON MEDICAL, LLC's control, RADON MEDICAL, LLC's time for performance shall be extended by the duration of the delaying cause.

RADON MEDICAL, LLC shall not be responsible for nonperformance or delay in performance resulting from any cause or causes beyond its reasonable control.

Site Preparation: Unless requested and contracted for Radon to provide a complete turnkey solution, the *customer is responsible* for the following: (1) All construction and preparation of the physical location where the equipment is to be installed in accordance with specifications for equipment installation as provided by RADON. (2) Ensuring that shielding design is adequate for installation of radiation emitting equipment. (3) Providing appropriate electrical power connections and conduit runs as specified for system installation. (4) Complying with all Federal and State regulations as may be required.

RADON Medical, LLC

MASTER SALES and LICENSE AGREEMENT ADDENDUM

1. THE QUOTATION.

(a) SUPERSEDING EFFECT. This Addendum is made part of a quotation (the "Quotation") by Radon Medical, LLC (hereafter referred to as Radon Medical Imaging and/or "Company") and its customer to whom the Quotation is directed ("Customer"). The Quotation supersedes all previous bids, quotations, offers and dealings with respect to the sale of the equipment, software and supplies listed on the Quotation (collectively "the Products"). The Quotation may be withdrawn by Radon Medical Imaging at any time without notice, and shall not bind Radon Medical Imaging until signed by Customer and by an authorized representative of Radon Medical Imaging at the home offices of Radon Medical, LLC in Hardy, VA..

(b) NO COUNTEROFFERS. Acceptance of this Quotation is expressly limited to the terms and conditions contained herein. Unless accepted in writing by Radon Medical Imaging, any additional or different terms or conditions contained in Customer's order or response hereto shall be of no force or effect, and shall not be binding upon Radon Medical Imaging.

(c) This Agreement shall also apply to all future system related capital purchases or leases of equipment, software and corresponding services by Customer from Company that may occur during the two (2) years following the Effective Date of this Agreement, unless the parties agree to execute a separate written agreement governing such transactions. Such subsequent equipment or software purchases shall not work to extend any equipment warranty or rebate program beyond the initial terms contemplated herein. There are no promises, terms, or obligations other than those contained in this Agreement. In the event Customer issues a purchase order, memorandum or instrument concerning the Equipment, the Software or the services provided under this Agreement, it is hereby expressly agreed that such purchase order, memorandum or instrument is for Customer's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not be binding upon the Company and shall be of no force or effect.

(d) CERTAIN DEFINITIONS.

All references to "Software" throughout this Agreement shall mean the computer software in digitally encoded machine readable "object code" form for which Customer has been granted a license pursuant to this Agreement. The term "Documentation" shall mean the Company's user guides or manuals for use of the Software and the documentation, if any, expressly listed elsewhere in this Agreement as being delivered to Customer under this Agreement. For purposes of this Agreement, the Equipment and the Software are collectively referred to as the "System."

(e) ACCEPTANCE OF ORDERS.

All orders for Equipment, Software or professional services are subject to Company's Credit Department approval, and shall not be considered binding unless accepted by Company. All orders for additional equipment and/or software are subject to Company's Credit Department and management review and approval.

(d) RETURN OF GOODS.

All items are sold without return privileges. Returns are granted in the sole and absolute discretion of Company, and returns require Company's prior written authorization. When contacting Company for return authorization, Company must be given the invoice number and date of the shipment. Except where items were damaged in transit, Company approved returns must be in clean factory packaging. All returns must be made by prepaid transportation unless otherwise specified by Company. Whole or partial credit for authorized returns will be based on the price listed on the original invoice. Approval of whole or partial credit is at the sole discretion of the Company.

2. SHIPMENT, DELIVERY, TESTING AND ACCEPTANCE.

(a) Delivery: When feasible, Radon Medical Imaging reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery
dates are approximate. If Customer requests a later delivery date within 45 days of the mutually agreed scheduled delivery date, Radon Medical Imaging may, at its option, deliver the products to a storage facility designated by
Customer or, if Customer fails to designate a storage facility, to a storage facility designated by Radon Medical Imaging, at Customer's expense and risk. At the time of such delivery to designated storage facility, Customer will immediately pay Radon Medical Imaging all sums which would otherwise be due upon acceptance. If Customer fails to schedule a delivery date with Radon Medical Imaging within six months after order entry, a delayed installation fee equal to 10% of the total order will be due and payable to Radon Medical Imaging upon start of the new installation schedule. It will be the Customer's responsibility to reschedule all events related to the installation of the system/product with Radon. Re-scheduling of events is subject to Radon's availability to perform the installation per the customer requested schedule. Re-scheduling will be subject to earliest availability as determined by Radon project management.

(b) DELAYS IN SHIPMENT, DELIVERY AND ACCEPTANCE. Shipping, delivery and acceptance dates are estimated on the basis of prompt receipt of all necessary information from Customer. Should delivery or installation be delayed, in whole or in part, for any reason beyond Radon Medical Imaging 's control, Radon Medical Imaging's time for performance shall be extended by the duration of the delaying cause. Radon Medical Imaging shall not be responsible for nonperformance or delay in performance resulting from any cause or causes beyond its reasonable control, including without limitation the unavailability of materials or labor required for manufacture, assembly and installation, labor disputes, force majeure , and acts or omissions of governmental authorities. Radon Medical Imaging shall not be liable for any damages or economic losses attributable to any such failures or delays. Customer shall have no right to cancel or rescind its order by reason of a delay excusable under this Section, and shall accept such delayed performance by Radon Medical Imaging.

(c) TRANSPORTATION.

All shipments will be made F.O.B. shipping point by the method Company deems most advantageous. Transportation charges will be collect, or, if prepaid, will be invoiced to Customer and are not included in the prices shown. If shipment is made at Customer's request via a method and/or carrier other than that which would normally be used, such shipments will be made F.O.B. shipping point. Title to the System shall pass upon delivery to the Customer's Location.

(d) SHIPMENT DISCREPANCIES.

Any errors in any shipment intended to be received and opened by Customer must be reported immediately upon receipt by Customer to Company's Customer Service Center. Requests for adjustments on concealed shortages involving cartons received intact must be reported to the Company Customer Service Center within five (5) working days of receipt of the shipment.

(e) Acceptance: Unless expressly provided otherwise in this agreement, Customer shall be deemed to have accepted a product delivered by Radon Medical Imaging under this agreement on the earlier of: (i) if Radon Medical Imaging installs the product, 5 days after Radon Medical Imaging notifies Customer that it has completed assembly and the product is operating substantially in accordance with OEM published performance specifications;
(ii) if Radon Medical Imaging does not install the product, 5 days after delivery of the product to Customer; or (iii) the date Customer first uses the product for patient use.

(f) SPECIAL TESTING. Any special testing or protocols required by Customer shall be indicated by the Customer as a notation on the Quotation or as a referenced attachment. All testing shall be conducted by or under the supervision of Radon Medical Imaging and a designated customer representative.

3. INSTALLATION AND SITE PREPARATION.

(a) BY RADON MEDICAL IMAGING. If the Quotation requires installation by Radon Medical Imaging, Company shall during regular working hours install the Products and connect the Products to safety switches and power outlets provided by Customer. Proper electrical current for operation of the Products will be brought to the safety switches and outlets by Customer and the Customer will supply all of the necessary

conduits, wiring, unistrut steel or similar supports in the ceiling and walls, plumbing, carpentry, construction work and rigging, and all other site preparation and installation accessories which may be required for making the installation. If any certificates or other approvals of any governmental authority are required to be obtained for the installation, the same shall be procured by Customer at Customer's expense before the scheduled delivery date. If trade unions prevent installation by Radon Medical Imaging employees, Customer shall make all required arrangements with trade unions to permit completion of the installation, the additional cost of which shall be paid by Customer. Radon Medical Imaging's obligation shall be limited to providing engineering supervision of installation. If the Quotation includes installation, such installation will include on-site configuration of the installed Products and integration as per Radon Medical Imaging (or the OEM Radon is a dealer/reseller for) published specifications and testing in accordance with the Testing Addendum.

(b) BY CUSTOMER OR OTHERS. If the Quotation specifies that Customer will make its own installation of the Products, then the Customer shall be solely responsible for such installation, configuration, integration and testing and the subsequent operation of the Products. Customer must follow all Radon/OEM published guidelines and requirements for equipment/system installation and installation must be performed by qualified individuals qualified per Radon/OEM standards to do so. Failure to follow the above will void equipment warranty should problems occur.

(c) CONDITION OF PREMISES. In any event, Customer shall provide free access to the installation site and suitable and safe space thereon for storage of the Products before installation. RADON MEDICAL IMAGING assumes no responsibility for the fitness or adequacy of the premises, or for any damage or claim arising out of the condition of such premises.

4. RELOCATION OF PRODUCTS.

Until payment in full, Customer shall not relocate all or any part of the Products from Customer's premises, nor shall Customer sell, lease, transfer or otherwise dispose of any right, title or interest (including possession) in or to the Products. Relocation of the Products means any change in the physical location of Products, whether to a different location at the same address, or to a different address. You must notify Radon Medical Imaging prior to any relocation of Products. Failure to notify Radon Medical Imaging (i) may be a violation of applicable software licenses applicable to Products; and (ii) unless such relocation is approved in writing by Radon Medical Imaging, shall terminate all warranties of Radon Medical Imaging and/or OEM Radon represents.

5. SOFTWARE.

(a) The Products include certain components of software ("Software") that is either being sold or sublicensed by the owner of the Software through Radon Medical Imaging or is being separately licensed to Customer by the owner of the Software. Customer shall at all times comply with the terms of the license agreement for any Software that is subject to a license agreement between the owner of such Software and the Customer. In no event shall Customer modify, adapt, disassemble, translate, vary, copy, reproduce or alter the Software in any manner without the prior written consent of Radon Medical Imaging or the Owner. Customer may copy or reproduce the Software only for purposes of making a backup copy of the Software, provided, that no more than one copy of such Software may be made for backup purposes. Customer shall take all necessary steps to ensure the confidentiality of the Software. Unless customer has engaged Radon Medical Imaging or the OEM Radon represents to service the Product following installation pursuant to a duly executed service agreement, Radon Medical Imaging shall have no liability or responsibility to provide, install, or configure any subsequent versions, updates, maintenance, releases, or other modifications or improvements to Software provided by the Software manufacturer.

(b) SOFTWARE LICENSE:

Subject to the terms and conditions of this Agreement, Customer is granted a non-transferable, non-exclusive, perpetual license ("License") to use the Software as delivered to Customer only on the Equipment at the locations (the "Locations") where initially installed under this Agreement or on a backup system if the originally installed Equipment is inoperative and to use the Documentation solely in connection with Customer's use of the Software in accordance with this Agreement. Customer may permit the Software to be used at the Locations for the benefit of, or by, physicians and radiologists who are not employees of Customer and for the benefit of health care clinics, physician groups and other similar entities to be used by such individuals and entities; provided that in all such cases: (i) the use is only to the extent necessary to ensure that such individuals and entities may properly perform their professional medical responsibilities to patients; (ii) Customer ensures that such non-Customer personnel comply with the terms of this Agreement with respect to maintaining confidentiality and non-disclosure of the Software; and (iii) Customer ensures that such non-Customer personnel have been trained in the operation of the Software (and if Customer requests Company to provide such training to non-Customer personnel, Company will provide such training at Company's then-current training charges). Customer shall not otherwise use the Software for third-party training, commercial time sharing, rental, service bureau use or any similar use. Company and/or Owner retains all rights, title, and interest in and to the Software. If Company and/or Owner agrees to the transfer of the Software and the license granted under this Agreement, such transfer shall be in accordance with Company's and/or Owner's then current policy. Any demonstration Software provided to Customer by Company and/or Owner at no charge ("Demonstration Software") shall be subject to this Agreement, however, such Demonstration Software shall not be utilized by Customer for clinical use, or for more than 60 days, and in no event beyond Customer's first clinical use of the System. Demonstration Software is provided "as is" without warranty of any kind, express, implied or statutory.

(c) TERMINATION OF LICENSE:

Company may terminate the License granted under this Agreement if Customer: (1) fails to perform any material obligation under this Agreement (including, but not limited to, payment terms) which is not cured within thirty (30) days after written notice of default from Company; (2) breaches any obligation under this Agreement involving Customer's license to the Software or involving the proprietary rights of Company and/or Owner; (3) ceases to do business as a going concern; or (4) has its assets assigned by law.

(d) USE RESTRICTIONS; COPYRIGHT:

Customer shall not, and shall not allow or permit its employees, representatives or agents to: (i) sell, assign, lease, sublicense, transfer or disclose to any third party, or allow any third party to use, the Software or the Documentation, except as specifically permitted pursuant to this Agreement, or (ii) copy or otherwise reproduce the Software (or any portion thereof) except as necessary for Customer's use, testing, backup and archival of the Software in accordance with the terms and conditions of this Agreement. Each such copy, whether complete or partial, shall bear the same copyright notices and restrictive legends, if any, as are included in the material delivered to Customer. All copies shall be the sole and exclusive property of Company and/or Owner and shall be subject to the terms and conditions of this Agreement.

(e) CUSTOMER SOFTWARE MODIFICATIONS:

Customer acknowledges that the System and the Software is/are or may be a medical device subject to Federal regulations. Any tampering, alteration or service (including the loading of additional software packages) without proper training, certification, and prior written authorization from Company and/or OEM Company represents could render this device unsafe and/or ineffective for its intended use. Such activities will also result in the voiding of the Equipment and/or Software's warranty and/or service maintenance agreement. If Customer causes Changes to be made to the Equipment, Software or Documentation without the prior written consent of Company and/or OEM Company represents, Customer shall indemnify and hold Company and OEM Company represents harmless against damages, costs and expenses (including, without limitation, reasonable attorney's fees and costs of suit) resulting from the defense and settlement of any claim by a third party that Customer's use of the Equipment, Software or Documentation as modified either violates or infringes any intellectual property rights of or has caused any injury or damage of any kind to such claiming party. The provisions contained in this paragraph shall survive termination or expiration of this Agreement.

(d) THIRD PARTY LICENSORS:

The license granted under this Agreement, with respect to certain software programs within the Software, may be granted under authority granted to Company by any and all third party licensors. Customer agrees that any and all third party licensor is, to the fullest extent permitted by law, a third party beneficiary of this Agreement, including without limitation, the provisions concerning confidentiality, warranty disclaimers

and limitations of liability.
(e) LOSSY COMPRESSION.
In some versions of Software, Company (or Software OEM) provides an optional lossy compression algorithm for both the short-term RAID based image cache and the permanent long-term archive in the Software. Responsibility for any decision by Customer to implement lossy compression (as opposed to lossless compression, which is also available) will lie solely with the Customer. Customer acknowledges that lossy compression is irreversible and will result in the permanent destruction of image data and a loss of image quality. Customer also acknowledges that any decision as to the suitability of lossy compression for a particular image type or class of images lies solely with the Customer.

6. SPECIAL TERMS FOR "SOFTWARE ONLY" PURCHASES.

(a) If Customer licenses Software from Company on a "software only" basis, Customer shall be responsible for all hardware failures during the applicable Software warranty period, including but not limited to detection, troubleshooting, and repair. Hardware purchased separately by Customer for use with Software licensed by Customer on a "software only" basis must exactly adhere to Company's specifications. Customer may select the hardware vendor for Software licensed on a "software only" basis, provided that Company's specifications are met. Company will provide a list of pre-validated hardware vendors. If Customer chooses to utilize a hardware vendor that is not pre-validated by Company, then Customer shall pay Company an additional validation charge.
(b) "Software only" purchases require Customer to maintain a "Software-Only" Service Maintenance Agreement (or other Company service maintenance agreement) that includes upgrades and other provisions required to maintain a functionality as approved by FDA and other governmental agencies.

7. EQUIPMENT AND SOFTWARE UPGRADES.

Company assumes no responsibility for any Equipment or Software failure due to Customer's modification, upgrade, or replacement of components, equipment, or software, including but not limited to the Equipment or the Software. Customer may contract for equipment or software upgrades from Company as required, but no guarantees concerning future compatibility with configurations are contained or implied within this Agreement.

8. PAYMENTS.

(a) TIME OF PAYMENT. Upon acceptance of the Quotation, Customer shall pay to Radon Medical Imaging the indicated down payment. Customer shall pay additional amounts, if any, at the intervals indicated in the Quotation. Unless otherwise specified in the Quotation, Customer shall pay the balance of the purchase price for the Products and any additional amounts due hereunder to Radon Medical Imaging upon acceptance of the Products. Additional license or procedure fees shall be paid by Customer as reflected by the Quotation or separate Software license agreements as so provided.
(b) SALES AND EXCISE TAXES. Even though not set forth on the Quotation, Customer shall be solely responsible for and shall pay to Radon Medical Imaging all sales, use, excise, and occupation taxes, and similar taxes, which may be due to any state or other political subdivision in respect of the sale of the Products to Customer, or the use of the Products by Customer. If tax exempt, Customer is responsible for providing Radon Medical Imaging with a tax exempt certificate.
(c) SHIPPING COSTS. All shipments of Product will be made F.O.B. shipping point. Even though not specifically set forth on the Quotation, Customer shall pay or reimburse to Radon Medical Imaging the cost of shipping the Products to the Customer. Should Radon Medical Imaging agree to pay shipping costs through some other verbal or written agreement, notation to this effect must be clearly visible and recognizable on signed Quotation.
(d) DEFAULT IN PAYMENT. Customer shall pay to Radon Medical Imaging a finance charge of 1.5% per month, not to exceed the rate allowed by law, on any undisputed sums which are not paid by Customer when due. If Customer shall fail to pay any undisputed amount when due or shall otherwise default, Radon Medical Imaging may, in addition to any other remedies Company may have in law or in equity, without notice to Customer, enter any premises in which the Products may be found and render it inoperable or remove it, and suspend, defer or cancel shipments and orders under this or any other Radon Medical Imaging Quotation and/or suspend performance on any service agreement. Customer disputed sums/payments which are later mutually agreed to be valid and owed to Radon Medical Imaging or found by a mutually approved and/or legal authority to be valid and owed to Radon Medical Imaging will be treated as afore described.
(e) SECURITY INTEREST. Customer grants to Radon Medical Imaging a security interest in the Products (and all products and proceeds therefrom) to secure payment of all sums due hereunder, and shall, as Radon Medical Imaging may from time to time reasonably request, deliver such promissory notes, security agreements, financing statements, leases and rental agreements covering the Products as requested by Radon Medical Imaging to evidence and secure Customer's obligations. Customer hereby grants to Radon Medical Imaging an irrevocable power of attorney to execute and file such instruments or documents on behalf of Customer, for purposes of protecting Radon Medical Imaging's security interest. Company or its representative may enter upon Customer's premises at any reasonable time upon consent of Customer to inspect the Equipment and the Software until the payments due under this Agreement have been paid in full. The Equipment remains personal property, even if attached to realty or other property, until all amounts due to Company under this Agreement have been paid in full. Once payment in full is made, Company will release the finance documents/security. If Customer fails to make payments when due, Company may take possession of the Equipment and the Software and Customer shall pay 5% per month of the aggregate payments due under this Agreement from the date of delivery of such Equipment and Software. Company may apply any payments previously made to this charge and retain any balance as liquidated damages.

9. TITLE .

Title to the Products shall pass to Customer upon payment in full of all sums due under this Quotation /Agreement. Until payment in full is received by Radon Medical Imaging, the Products shall remain personal property of R Radon Medical Imaging not withstanding the fact that the Products have been delivered or attached to the Customer's premises.

10. RISK OF LOSS:

Risk of loss or damage to the Products, other than as a result of the negligent or wrongful act of Radon Medical Imaging, shall pass to Customer upon delivery of the Products to the Customer's premises.

11. WARRANTY AND LIMITATION THEREON; CUSTOMER RESPONSIBILITIES; DAMAGES LIMITATIONS.

(a) HARDWARE WARRANTY. Unless otherwise agreed in writing, Radon Medical Imaging only warrants to Customer, for a period of time described in the quotation from the date of acceptance, hardware components of Products shall be free from defects in material and workmanship under normal use and service, and shall be fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. Radon Medical Imaging's obligation under this warranty is limited to correction, without charge for parts or labor (except as noted in Section 11 (d), of any defect which, is reported to Radon Medical Imaging during the warranty period, and which Radon Medical Imaging determines in the exercise of reasonable judgment impairs the ordinary use of the Products.
(b) SOFTWARE WARRANTY. Unless otherwise agreed in writing, Radon Medical Imaging only warrants to Customer, software components of Products, as described in the quotation. Manufacturer software updates are included at no charge for 365 days or per OEM published update obligations from date of first clinical use at Customer site. Manufacturer software upgrades are included as a quotation option.
(c) OEM Warranty Start Dates Relative to Delivery/Installation Delays Caused by Customer
The Original Equipment Manufacturer determines the start date of hardware, software, licenses, etc. that may carry a warranty as described in the quotation. Warranties that start from date the equipment is shipped to Radon carry a reasonable time for Radon to install and for Customer to accept the product/system. Delays in installation beyond the original scheduled date which are determined to be the responsibility of the Customer will result in the product/system warranty beginning while in holding or storage (at Radon or a designated site) awaiting for the

Customer to reschedule delivery and installation at the end site. Radon Medical Imaging will not be responsible for warranty starting prior to installation / acceptance or expired warranty resulting from delays or other circumstances outside of Radon's control.

Upgrades vs. Updates

Updates are included as defined in terms and conditions from manufacturer in any software purchase and installation. Updates constitute a patch, fix, or release feature that was intended, but available in first manufacturer release. Example: A release of 5.0 version software, and new release of 5.1 version or 5.2 version constitutes an update.

Upgrades are a new version of software release, usually defined by new version software number, and constitute new solutions and/or features or enhanced workflow. Example: A release of 5.0 installed at customer site and new release of 6.0 or 6.1, etc. constitutes an upgrade. Extended software warranties and maintenance agreements may be available upon request.

(c) WARRANTY SERVICE. RADON MEDICAL IMAGING'S SOLE OBLIGATION IN RESPECT OF ANY BREACH OF A WARRANTY SHALL BE, AT RADON MEDICAL IMAGING'S OPTION, TO REPAIR OR REPLACE THE PRODUCTS DURING RADON MEDICAL IMAGING'S NORMAL WORKING HOURS, SO AS TO PLACE THE PRODUCTS IN GOOD WORKING CONDITION. When Customer calls for warranty service and demands same day service, Radon Medical Imaging will reasonably attempt to provide such service within normal working hours. If Radon Medical Imaging is not able to accomplish such work within normal working hours, Customer will be charged for the overtime hours in accordance with Radon Medical Imaging's standard policy on overtime rates.

(d) CUSTOMER RESPONSIBILITIES. Radon Medical Imaging's warranties and its obligations hereunder shall terminate without notice to Customer unless Customer or user: (i) notifies Radon Medical Imaging as soon as any unusual operating peculiarity appears; (ii) fails to operate the Products in a safe and competent manner and in compliance with operation manuals provided with the Products; or (iii) fails to regularly and properly service and maintain the Products. Radon Medical Imaging will not cover any loss, damage or expense relating to the following: (i) any equipment or Software other than the Products identified in the Quotation; (ii) the replacement of any disposable, consumable, or supply items; (iii) any service or repair necessitated as a result of: (A) a change of design, specification or instruction provided by Customer or its representative; (B) Customer's failure to fulfill any of its obligations or responsibilities hereunder; (C) the failure of anyone other than Radon Medical Imaging or its service contractor to comply with written instructions, manuals, or recommendations that Radon Medical Imaging provides to Customer;

(D) Customer's combining of any component of the installed Products with any other equipment or software that is incompatible with the Products; (E) any alteration or improper storage, handling, use or maintenance of any part of the Products other than Radon Medical Imaging or the OEM Company represents; or (F) design or manufacturing defects in any item of a third party; or (iv) any repair, service or replacement necessitated as a result of: (A) relocation of the Product; (B) external source power supply, (C) failure to maintain proper environmental conditions; (D) neglect, abuse, misuse or failure to follow operating instructions; or (E) casualty of any nature.

(e) LIMITATION OF LIABILITY -- EXCLUSION OF IMPLIED WARRANTIES. The warranties in this Section are expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for particular purpose and of any other obligations or liability on the part of Radon Medical Imaging whether in contract, warranty, negligence or otherwise. Radon Medical Imaging neither makes nor has authorized any person to make for it any other warranty or representation in respect to the Products. Unless set forth in writing in the Quotation, no representation of fact or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of the Products shall be deemed to be a warranty by Radon Medical Imaging for any purpose, nor to give rise to any liability or obligation of Radon Medical Imaging whatsoever.

(f) CONSEQUENTIAL AND OTHER LOSS OR DAMAGE. IN NO EVENT SHALL RADON MEDICAL IMAGING BE LIABLE, BY REASON OF ANY TORT, BREACH OF CONTRACT OR WARRANTY, OR OF ANY ACT OR OMISSION ON ITS PART RELATING DIRECTLY OR INDIRECTLY TO THE SALE OR INSTALLATION OF THE PRODUCTS, FOR PROSPECTIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES, ECONOMIC LOSS, LOSS OF PROFITS OR DAMAGES RESULTING FROM LOSS OF USE OF THE PRODUCTS, EVEN IF RADON MEDICAL IMAGING IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL RADON MEDICAL IMAGING'S LIABILITY TO CUSTOMER (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THE TRANSACTION CONTEMPLATED BY THE QUOTATION EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO RADON MEDICAL IMAGING PURSUANT TO THE QUOTATION.

12. SERVICE CONTRACT.

Radon Medical Imaging shall have no liability or responsibility for providing maintenance, service, repair, replacement or otherwise to provide any services with respect to the Products following completion of installation, except for covered warranty work, unless Customer and Radon Medical Imaging have entered into a separate service contract. The service contract shall set forth the sale terms and conditions under which Radon Medical Imaging will provide such service and maintenance work for the Products.

13. CHANGES IN PRODUCTS.

Radon Medical Imaging and/or OEM for which Radon is a dealer/reseller may change the construction or design of the Products without notice to Customer so long as the general function of the Products are not thereby altered.

SOFTWARE CHANGES:

Improvements, modifications, alterations, derivative works and enhancements ("Changes") to any of the Equipment, Software or Documentation, including but not limited to those made by the Customer with authorization of Company and/or Owner, those made by Company and/or Owner at the request of the Customer, or those made by Company and/or Owner on behalf of Customer, shall be the sole and exclusive property of Company and/or Owner. Notwithstanding the foregoing, Customer remains solely responsible for any liability associated with Changes that were made without Company's and/or Owner's authorization.

14. CONFIDENTIALITY; NONDISCLOSURE.

(a.) Customer acknowledges the proprietary rights of Company and/or Owner (the OEMs represented by the Company) in and to the Equipment, Software, the Documentation, and the related computer programs, manuals, identifying symbols and other supporting material. This Agreement creates a confidential relationship between the parties, based upon which Company and OEM's represented by the Company is willing to grant related software License(s), and provide certain proprietary information and knowledge to Customer. Customer acknowledges and agrees that the use of the Software is furnished to Customer on a confidential and secret basis for the sole and exclusive use of Customer. Except as specifically agreed to in this Agreement, Customer will not use, publish, disclose or otherwise divulge to any person, except as necessary to officers and employees of Customer, at any time, either during or after the termination of this Agreement, or permit its officers or employees to so divulge any such information regarding the Equipment, Software or the Documentation, without the prior written consent of an officer of Company. Customer agrees that all diskettes, tapes and written material provided by Company to Customer and containing or relating to the Software and the Documentation are the sole and exclusive property of Company and/or Owner. Upon termination of this Agreement or the License for any reason, Customer shall cease using the Software and the Documentation and shall at Customer's expense forthwith return to Company all copies of the Software and all of the Documentation, the user manuals, diskettes, tapes, instructions and all related materials furnished to Customer hereunder and shall destroy all copies of the Software, including computer memory or storage copies. Nothing herein shall be deemed to limit any rights of Company and/or Owner under copyright, patent or other law.

(b.) Customer shall not cause, suffer or permit the modification, enhancement, alteration, disassembly, reverse engineering or decompilation of the Equipment, the Software or the Documentation or any portion thereof, or the creation of any derivative works thereto.

(c.) Customer shall not disclose to any third party or otherwise publish any results of any benchmark tests run on the Software or the Equipment. Notwithstanding the foregoing, Customer may, with Company's and/or Owner's prior written consent, provide information about the System to third party vendors whose equipment or software interfaces with the System solely and only to the extent necessary to assist in

the resolution of any instances of System downtime caused by interfaces or communication between the System and such third party hardware and software.

(d.) The provisions in this Section shall survive termination or expiration of this Agreement.

15. MEDICAL DIAGNOSIS AND TREATMENT. Customer hereby acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

16. INDEMIFICATION

Each party agrees to indemnify the other from any and all claims, liability, loss, judgment, settlements, costs and expenses for injury or death of any person, or injury to any property, resulting from any negligent or willful act or omission of the indemnifying party, its agents, employees, servants, students, staff members, contractors with respect to obligations assumed under this Agreement.

17. NOTICES.

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

COMPANY:
Radon Medical, LLC
384 Peachoid Rd
Gaffney, SC 29341
Phone: (800) 722-1991

18. ENTIRE AGREEMENT. This Addendum and the Quotation constitute the entire and only agreement between the parties hereto concerning the subject matters covered herein, and any prior agreement, representation, affirmation of fact and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein shall not be binding on either party. No assignment, waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of both parties.

19. Governing Law; Disputes; Limitation of Liability. The law of the State where the product is installed or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes (other than collection matters) arising under or relating to this agreement will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the State where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this agreement. RADON MEDICAL IMAGING (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEEDTHE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR RADON MEDICAL IMAGING (NOR ITS REPRESENTATIVES) SHALL HAVE LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED, DATA LOSS OR LOST PROFITS.

20. SUCCESSORS AND ASSIGNS.

The terms, provision, covenants and conditions contained in this Agreement shall apply to and inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

CUSTOMER RESPONSIBILITIES FOR PROJECT

Customer is responsible for all, but not limited to, the following:

1. As applicable to radiation producing equipment, submitting a Shielding design to the appropriate Federal, State, Local or other requiring Government Agency and getting approval for installation of equipment from said Agency. Approval letter from the Agency and Shielding Design must be copied to Radon Medical Imaging corporate office.
2. Ensure that all Federal, State, Local or other requiring Government Agency requirements are met prior to and after installation of equipment, including but not limited to, shielding design and post installation radiation survey.
3. An engineer from Radon Medical Imaging will need to survey current installation site prior to scheduling of this job to ensure that appropriate power and electrical runs are available for equipment installation and all network requirements are met as required for system communication and remote service access purposes.
4. Radon Medical Imaging will supply equipment layout and specifications upon request. Any deviation from Radon's specifications must be approved by Radon. Ensuring that the users of the System are advised and understand that the System is an aid in the practice of healthcare and is not a substitute for professional judgment.
5. Provide appropriate power and electrical runs for equipment.
6. Installing and maintaining any dedicated modems and phone lines necessary to support the Equipment and the Software.
7. Provide all network cables, drops, etc. for network communications required.
8. Have a network speed of at least 100Mbps on the segment that Company's server and client workstations will be connected to or a dedicated 10Mbps segment specific the System.
9. Providing and maintaining an appropriate network connection to any device supplied at the site by Company
10. Installing and maintaining any "firewalls" and other security protocols and devices that are adequate to ensure that unauthorized third parties cannot access or manipulate data within the System. Customer will make every reasonable effort to prevent and correct any problems arising from such other equipment, software, hardware, firmware and interfaces or malicious activity by persons known or unknown. If Customer's System is accessed by unauthorized third parties, whether such access is internal or external, Customer is solely responsible for all costs of restoring Customer's network and the System, and for any data loss or corruption. Any service from Company required or requested in order to repair or restore the System will be charged to Customer at Company's then-current service rates.
11. Installing and maintaining remote connections, including communications necessary to support the System (equipment, software and all other related components) required for remote support and maintenance. If remote connections are not available at the site and system evaluation cannot be performed remotely, travel charges will occur at Radon's current rate if Radon is required to come on-site to trouble shoot or resolve a system problem.
12. The supervision, management and control of its use of the System, including but not limited to ensuring that proper controls are in place to validate data and results obtained through the use of the System.
13. Regularly backing up the System and archiving data as may be necessary to meet Customer's backup needs and to protect against unanticipated data loss. Customer is required to maintain and document these backup procedures and provide said documentation to Company's or Company's service contractor's Technical Support upon request.
14. Taking all appropriate action, by instruction, agreement or otherwise, with its employees or other persons permitted access to the

System, to satisfy its obligations with respect to use, protection and security of the System and any of Customer's own patient data confidentiality requirements.

15. Maintaining the site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a manner consistent with manufacturer's recommendations and documentation. Customer will maintain documentation of such site and environmental conditions where the System is located and provide such documentation to Company's or Company's service contractor's Technical Support upon request.
16. Assuring that, at all times, properly qualified and appropriately licensed personnel use the System in the manner specified by Company and the manufacturer.
17. Assuming full responsibility for the safety and any consequence of lack of safety of the System in possession or control of the System
18. Appoint and have available a System Administrator during the entire installation process available for training, and thereafter, have a System Administrator designated who possesses the skills to properly conduct day-to-day administrative activities for the System.
19. Making domain and system administrative privileges available to Company's technicians (if applicable). If this is not possible, a Customer representative with such privileges must be available at all times during the installation, and thereafter if required by Company in order to service the System.
20. Making sure that all of the client workstations are communicating with the System's server;
21. Expeditiously communicating installation dates to any third party vendors whose cooperation is necessary to complete installation (for example, Broadband service providers, other related system vendors, etc.).
22. Expeditiously communicating Company's Interface Specifications (e.g., standard HL7 Specifications) to any third party vendors whose cooperation is necessary to complete interface testing (for example, RIS vendors) and confirming said communications to the appropriate Company representative (typically the project manager) in a timely fashion.
23. Placing service calls and requests to Company when appropriate as specified by Company or the manufacturer's then-prevailing protocols.
24. Making the System available without restriction for service in accordance with a mutually acceptable service appointment schedule.

Quotation, related documents and related response prepared by: Brian Doak, President Radon Medical, LLC
This is a quotation on the goods named, subject to the conditions noted herein.
To indicate customer approval as quoted and supported by related documentation, sign , date and return:

RADON Medical, LLC
384 Peachoid Rd
Gaffney, SC 29341

_____ _____

Authorized Customer Signature **Date of Acceptance**

_____

Customer Printed Name

_____ _____

Authorized Radon Signature **Date of Acceptance**

_____

Radon Printed Name

EXHIBIT C

Vendor Quote 2005886619.3
GE Healthcare GoldSeal Optima660 128 and Ancillary Equipment

GE Healthcare

April 12, 2019
Quote Number: **2005886619.3**
Customer ID: **1-25GNM5**
Agreement Expiration Date: **7/11/2019**

Eastern Radiologists
9 Doctors Park
Greenville, NC 27834-2801

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	Novation Vizient Supply LLC
Terms of Delivery	FOB Destination
Billing Terms	80% delivery / 20% Installation
Payment Terms	NET 30
Total Quote Net Selling Price	$303,995.04
Sales and Use Tax Exemption	No Certificate on File

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, by GE HEF otherwise, select lease)

___ Cash*
___ Lease
___ GE HEF Loan
___ If financing, please provide name of finance company: _____)

*Selecting "Cash" or not identifying GE HEF as the finance company declines the option for GE HEF financing.

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Eastern Radiologists

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Nicholas Bengel

Title: Imaging Account Manager

Date: April 12, 2019

GE Healthcare

April 12, 2019
Quote Number: **2005886619.3**
Customer ID: **1-25GNM5**
Agreement Expiration Date: **7/11/2019**

To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: Nicholas Bengel

Email: nicholas.bengel@ge.com

Phone: 414-238-7008

Fax:

Name: Jim Benecki

Email: jim.benecki@ge.com

Phone: (615) 390-3634

Fax: (910) 401-1049

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

GE Precision Healthcare LLC
P.O. Box 96483
Chicago, IL 60693

FEIN: 83-0849145

Eastern Radiologists Addresses:

Bill To:	Eastern Radiologists	9 Doctors Park, Greenville, NC, US, 27834-2801
Ship To:	EASTERN RADIOLOGY	9 DOCTORS PARK, GREENVILLE, NC, 27834-2801

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate your form of payment.
- If you include a purchase order, please make sure it references the following information:
  - The correct Quote number and Version number above
  - The correct Remit To information as indicated in **"Payment Instructions"** above
  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number **** OR**** Verbiage on the purchase order must state one of the following:

(i)Per the terms of Quotation # _____, (ii) Per the terms of GPO #_____; (iii) Per the terms of MPA# _____: or (iv) Per the terms of SAA # _____.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

GE Healthcare

April 12, 2019
Quote Number: **2005886619.3**
Customer ID: **1-25GNM5**
Agreement Expiration Date: **7/11/2019**

Line	Qty.	Catalog	
1	1.00	S7660GS	**GoldSeal Optima660 128 1700**

The GoldSeal Optima 660 128 slice is refurbished and comes standard with one year full warranty on the system and Xray tube.

This product complies with NEMA Standard XR 29 2013

We are now packaging our Optima660 with 128 slice overlap reconstruction and Low dose 5 -Beat package.

Overlapped Reconstruction provides 128 slices per axial rotation allowing for increase image space sampling and may enable improved visualization of small objects.

In addition to the 128 slice option, we are including the 0.4 second rotation option which adds a 0.4 rotation speed selection to Vari-Speed, enabling 20% shorter exams and breath-holds than 0.5 second rotation.

Your system will also include our ASiR dose reduction technology.
ASiR(TM)(Adaptive Statistical Iterative Reconstruction) dose reduction technology*
• ASiR reconstruction technology may enable reduction in pixel noise standard deviation (a measurement of image noise). The ASiR reconstruction algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required*.
• A reconstruction technology that may enable improvement in low contrast detectability*.

* In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.

The Low Dose 5-Beat Cardiac package allows the user to acquire cardiac imaging exams with retrospective or prospective gated acquisitions utilizing up to 0.35 second rotation speed for excellent cardiac exams. This package contains the following items necessary for CT Coronary Angiography:

SnapShot Imaging can be used to acquire ECG Gated CT Images of the coronary arteries, cardiac anatomy and various other applications that require temporal resolution to reduce heart motion effects. The SnapShot Imaging package includes hardware and software necessary for cardiac studies with CT.

SnapShot imaging is designed to produce optimized cardiac images with minimum cardiac motion effects. Three different imaging acquisition techniques are available for the user
• SnapShot segment - single sector algorithm with temporal resolution (TR) of 175ms
• SnapShot Burst - dual sector algorithm with TR of 87ms
• Snapshot Burst Plus - 4 sector algorithm with TR of 43ms

Xtream 12" Gantry and Operator Console ECG Trace:

The ECG trace provided by the Ivy monitor will be displayed on the CT gantry and operator's console with this option. Allowing the user to display the live trace of the patient's heart rate and display the actual location of the window of time when the images are being acquired. It will provide easy access to patient cardiac output status and assist in providing visual feedback for optimum acquisition start.
• The ECG Editor allows the user to retrospectively modify trigger points identifying R-peaks on ECG trace as displayed on the console. The capability may improve successful cardiac acquisition rate by enabling users to perform the modification in the cases with irregular heartbeat or suboptimal triggers.

Cardiac Enhancement Filters:
• Noise reduction filters, providing three levels of image filtration while preserving of edge image detail coupled with patient dose reduction of up to 30%.

ECG Dose Modulation:
• ECG gated dose modulation reduces patient dose by modulating x-ray technique during acquisition based on heart phase.

SnapShot Pulse is a cardiac scanning technique that helps reduces patient dose by up to 83%, and improves cardiac workflow, with uncompromised image quality. SnapShot Pulse uses prospectively triggered axial acquisitions synchronized by the patient heart rate, in which X-rays are turned on only during the required heart phase and turned off completely at all other times. In essence, the technique captures a complete picture of the heart using a series of three to four snap shots taken at precise patient table positions and precisely timed to correspond to (relative to conventional cardiac CT acquisitions).

SnapShot Pulse helps improve workflow by reducing the size of image set to be reconstructed, reviewed and post processed. A typical SnapShot Pulse series consists of 280 to 400 images, compared with up to 3,000 images in a typical helical cardiac scan series. Since there's a smaller number of images to reconstruct, SnapShot Pulse takes less time, yet still delivers the same amount of information as a helical cardiac exam.

The Ivy Monitor comes in the cardiac package. It will be used to monitor patient cardiac output and synchronize acquisition with that output.

The Optima CT660 is an intelligent CT system. It is a scalable 64 channel platform including advanced innovations from our Discovery Series (TM). This means that Optima CT660 is capable of addressing your advanced clinical needs. Optima CT660 with Xtream gantry display is ready to help you deliver personalized care for your demanding patient schedule and quickly manage your unscheduled emergency patient exams. With the Optima CT660 you get fast, high-quality acquisition at optimized dose for patients young and old, large and small, across a wide spectrum of procedures: angiography, brain, chest, abdomen, orthopedic, and more.

Key Features:
• Exclusive V-Res (TM) Detector technology providing 40 mm of 0.625mm
Volara* Digital DAS (Data Acquisition System): The Volara* XT digital DAS for faster sampling and improved image performance and reduced artifacts
Fast coverage speed of 110mm/sec
Full 360 degree rotation in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 and 2.0 (axial) seconds, ensuring short breath holds, comfortable exams and flexibility to customize protocols for unique patient needs with minimal coverage impact
Routine thin slice scanning, as thin as 0.625mm optimizing the use of thinner images for sagittal, coronal, oblique, and volume image presentation and review
Highly efficient compact geometry design delivering optimum performance of the x-ray tube and generator
Image decomposition to:
Retrospective thin images from data sets where thicker images were initially reconstructed
Facilitates more detailed image analysis Improves 3D and reformat visualization
Neuro 3D Filter provides users the capability to filter head acquisition data using specially designed and optimized 3D filters.

Neuro 3D Filter is not available when ASiR is implemented.

Fast, User-Friendly Simultaneous Workflow:

Advanced Workflow Platform, the next evolution of GE's workflow platform built to help you maximize productivity.

Direct Multiplanar Reformats (DMPR) that enables the move from 2D review to prospective 3D review of sagittal, coronal and oblique planes automatically

Data Export and Interchange that allow you to easily share images with referring physicians and patients
Includes reference protocols and the ability to customize your own for a total of 6,840 programmable protocols

SmartPrep with Dynamic Transition allows low dose intermittent monitoring of intravenous contrast enhancement in a user-selected section of anatomy. With Dynamic Transition when the prescribed contrast enhancement is reached the system will automatically transition from the monitoring phase to the scan phase

10 Prospective Multiple Reconstructions: Up to 10 reconstructions can be pre programmed as part of the scan protocol prior to acquisition. The operator can select different start/end location, slice thickness, interval, interval reconstruction algorithms and display fields of view for each reconstruction. Assisting to prospectively prescribing the image reconstructions needed, even for complex trauma exams and freeing the user up to focus on the patient

Remote tilt from the operator console to increase exam speed
Built-in breathing lights with a countdown timer, so the patient does not have to guess how much longer to hold their breath

New built-in 12-inch touch screen gantry display allows technologists to deliver personalized care by displaying the patient's name on it. When not scanning, the video of relaxing scenes or cartoons may have a calming effect on children or patients of all ages

In room start button mounted on gantry with countdown display, facilitates single technologist operation and improved departmental productivity

GE software allows you to automate or build every task into the protocols to increase throughput
Has up to 250,000 uncompressed 512 x 2 image files storage capacity, and 3,520 scan rotations, or up to 1,500 scan data files, or up to 300 exams

Dose Management Leadership:

OptiDose management features: new bowtie filters optimized for adult and pediatric body exams, full 3D dose modulation, color coding for kids, tracking collimator hardware and software for x-ray beam tracking to name a few of GE's dose optimization features, all based on the ALARA principle

Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary patient radiation
3D Dose modulation - Before the scan, clinicians must select the desired Noise Index as well as the minimum and maximum mA setting. The system automatically accounts for the changing dimensions of the patient's anatomy enabling patient to patient reproducibility in this aspect of image quality and real time x-y-z during each scan

Tracking collimator hardware and software for x-ray beam tracking to minimize patient dose
Filtration of the x-ray beam is optimized independently for body and head applications
Dose Reporting provides access to the CTDIvol and DLP with the patient record prior and post exam. DICOM Structured Dose Report is also supported.

Dose Check provides the user with tools to help them manage CT dose in clinical practice and is based on the standard XR 25-2010 published by The Association of Electrical and Medical Imaging Equipment
Manufacturers (NEMA). Dose Check provides the following:
Checking against a Notification Value if the estimated dose for the scan is above your site established value
Checking against an Alert Value where the user needs specific authority to continue the scan at the current estimated dose without changing the scan parameters if the estimated dose exceeds the alert value
The ability to define Alert Values for Adult and Pediatric with age threshold
- Audit logging and review capabilities
- Protocol Change Control capabilities

The Advanced Reconstruction breaks through existing limits on speed, image quality and flexibility to provide an optimized volumetric workflow solution from acquisition to final report and has the capability to deliver up to 16 full fidelity images per second (ips) reconstruction and 10 fps network transfer rates.

System Components:
Gantry:
Advanced slip ring design continuously rotates the generator, Performix 40 X-ray tube, detector and Volara XT digital data acquisition system around the patient. Aperture: 70 cm Maximum SFOV: 50 cm Rotational Speeds: 360 degrees in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 and 2.0 (axial) seconds
Tilt: +/ 30 degrees, speed 1 degree/sec Remote tilt from operator's console Integrated breathing lights and countdown timer Integrated 12-inch touch screen on gantry with workflow features Integrated start scan button with countdown timer to indicate when x-ray will turn on Visual readout is easy to read from the tableside or from the operator console. Gantry tilt controls are located on the side of the gantry.

Laser Alignment Lights:

Defined internal and external scann planes to +/- 1mm accuracy Operate over full range of gantry tilt Coronal light remains

perpendicular to axial light as gantry tilts

Table:
Cantilever design for easy access Vertical range: 43.0 cm to 99.1 cm Vertical scannable range: 79.1 cm to 99.1 Horizontal range: 1,745 mm (VT1700 Table), or 2,045 mm (VT 2000 Table) Horizontal speed: up to 137.5 mm/sec Table load capacity: 227 kg (500 lb) +/ 0.25mm positional accuracy

X-ray Tube: Performix 40 metal-ceramic tube unit
Performix 40 tube with 6.3 MHU of storage and capable of 72kW operation provides increased helical performance with greater patient throughput Wide range of technique (10 mA to 560 mA, in 5 mA increments) gives technologist and physician flexibility to tailor protocols to specific patient needs, while optimizing patient dose, and providing the power needed to perform a broad spectrum of examinations. Maximum anode heat storage capacity: 6.3 MHU Dual Focal Spots: Small Focal Spot: 0.9 x 0.7 IEC60336:2005 Large Focal Spot: 1.2 x 1.1 IEC60336:2005 Maximum power: 72 kW Beam collimated to 56.37 degree fan angle

High Voltage Generator: High Frequency on board generator allows for continuous operation during scan.
72 kW Output Power kV: 80, 100, 120, 140 kV mA: 10 to 560 mA, 5 mA increments
Maximum mA for Each kV Selection (large focal spot): 400mA @ 80kV 480mA @ 100kV 560mA @ 120kV 515mA @ 140kV
V-Res Detector: The V-Res detector was designed for high performance imaging. V Res detector benefits are:

40mm coverage per rotation * GEs exclusive patented detector material

Volara XT Digital DAS (Data Acquisition System): The Volara XT digital DAS dramatically reduces electrical noise for improved imaging performance.

2,460Hz maximum sample rate Effective analog to digital conversion

Optima CT660 Operator Console:
1,792GB of total system storage Up to 250,000 512 x 2 images and 3,520 scan rotations or up to 1,500 scan data files, or up to 300 exams 4.7 GB DVD-R/CD-R for DICOM interchange (not recommended as a long term archive)

Image Networking: Exams can be selected and moved between the Optima CT660 CT System and any imaging system supporting DICOM protocol for network send, receive and pull/inquiry.

Standard Auto-configuring Ethernet Direct Network Connection Supports 1GB or 1000/100/10 BaseT

DICOM Conformance Standards

ICOM Storage Service Class Service Class User (SCU) for image send Service Class Provider(SCP)for image receive DICOM Query/Retrieve Service Class DICOM Storage Commitment Class push DICOM Modality Worklist (incl. Performed Procedure Step) (through ConnectPro option) DICOM Print DICOM Structured Dose Reportrt Filming protocol DICOM protocol The Optima CT660 workflow platform is
designed to deliver high performance in each of these tasks:

Workflow platform built on the LINUX operating system delivers up to 16 fps reconstruction and the fast network transfer rates of up to 10 fps

Data Export and Interchange allow you to easily share images with referring physicians and patients
Direct MPR that enables the move from 2D review to 3D image review of axial, sagittal, coronal and oblique planes automatically

Exam Split delivers the capability to split a series of patient images into separate groups for networking
Exam Rx desktop environment provides the clinical tools desired for fast, efficient control of patient studies. Exam Rx tools include patient scheduling and data entry, exam protocol selection, protocol viewing and editing, scan data acquisition, image display and routine analysis, AutoTransfer, AutoStore, and AutoFilm

ImageWorks is a desktop environment designed to take advantage of the Optima CT660 CT System advanced computer systems. Standard features include archive, network and manual film control, as well as some advanced image processing such as Direct multi-planar reformatting (DMPR), multi-projection volume rendering (MPVR) and display. The ImageWorks desktop also provides a gateway for DICOM 3.0 image transactions, either through a local area network, or via DICOM-formatted media

Volume Viewer includes Volume Analysis, Volume Rendering and Navigator software.

Scan Modes: The Optima CT660 system can perform virtually any clinical application due to its wide variety of scan modes. Helical scan mode offers continuous 360 degree scanning with table incrementation and no interscan delay. Axial scan mode allows for up to 64 contiguous axial slices acquired simultaneously with each 360 degree rotation. Helical scanning pitches: 0.516:1, 0.984:1, 1.375:1 Retrospective reconstruction image thicknesses: 64 x 0.625, 64 x 1.25

Scan Enhancements: Anatomical programmer: a ten region anatomical selector allows quick and easy access to user programmable protocols and a separate selector for adult and pediatric exams

Protocols include preset scan time, kV, mA, scan mode, image thickness and spacing, table speed, scan FOV, display FOV and center, recon algorithm, and special image acquisition and processing options like DMPR Any scan parameters may be edited for each scan or all scans - either before or during an exam. The number of scans may also be easily changed AutoScan: Automates longitudinal table movement and start of each scan Auto-Voice: 3 preset (9 languages) and 17 user defined messages automatically deliver patient breathing instructions, especially useful for multiple helical scanning Trauma Patient: Allows patient scans and image display/analysis without entering patient data before scanning Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, and Edge

System will be shipped with the following Standard Options:
VolumeViewer on Console, VA2/VR2/NAV2, ConnectPro, HIS/RIS s/w key, Exam Split on Console, Media Tower, LCD Monitors, Rear Cable Cover, Trackball- USB

Table Tray & IV Pole, Arm Support Assembly, Straps Auto Traction, Low Profile Head Holder, Body Strap, Catheter Bag Holder, Technical Publications & manuals, Knee, Head, Ankle and Shoulder Support Pads, Chin Straps, Body Straps, Head Straps, 10 & 25 degree wedges, Head Holder, foam Metalless Compatible Phantom Holder, Freedom Desk & Chair

Note: Does not have Rear Gantry Controls Option

For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period of time concurrent with the system warranty. DoseWatch Explore is an introductory dose management software application that provides you secure access, via any PC with internet access, to dose and protocol data from this system. An InSite connection to the system and completion of the registration process is required to use the DoseWatch Explore application.

Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health.

Siting Considerations: See the Pre-Installation manual for details of the siting requirements for the Optima CT660.

This product is a CE-compliant device that satisfies IEC60601-1:1998 and applicable collateral and particular standards, including regulations regarding Electro-Magnetic Compatibility (EMC) and Electro-Magnetic Interference (EMI), pursuant to IEC-60601 1-2:2004.
Warranty
This product, including the accompanying X-ray tube, comes with a one year warranty.

Availability
Since GoldSeal Refurbished Equipment may be offered Simultaneously to Several Customers, its sale to You is Subject to Availability and subject to Prior Sale at the Time You Offer to purchase It. If the Equipment is no Longer available, (1) GE Will Attempt to Identify Other GoldSeal Refurbished Equipment in Inventory that meets your needs, and (2) if substitute equipment is Not Acceptable to You, GE will cancel your Order and refund any deposit you have paid GE for the cancelled order.

Line	Qty.	Catalog	
2	**1.00**	**B7660DZ**	**ASiR - Adaptive Statistical Iterative Reconstruction Option**

ASiR™ (Adaptive Statistical Iterative Reconstruction) dose reduction technology*

• ASiR reconstruction technology may enable reduction in pixel noise standard deviation (a measurement of image noise). The ASiR reconstruction algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required*.

• A reconstruction technology that may enable improvement in low contrast detectability*.

* In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.

Line	Qty.	Catalog	
3	1.00	B7660CF	1 Stop ED on Xtrm Display

Line	Qty.	Catalog	
4	1.00	B7900LC	Low Dose CT Lung Screening Option with Indication For Use

This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths.

All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to the quality scanners that satisfy both patient and physician needs. The new protocols, do include the choice for the user to be able to utilize GE Healthcare's industry-leading technologies such as ASiRTM, ASiR-VTM and VeoTM that are designed to reduce image noise, which is undesirable for physicians looking for small nodules.

This option contains two documents. Lung Cancer Screening Option Reference Protocol Guide, and the Lung Cancer Screening Option User Manual / Technical Reference Manual

i) The following GE Healthcare CT scanners are qualified to receive the new low dose CT Lung Cancer Screening Option: LightSpeed 16, BrightSpeed Elite, LightSpeed Pro16, Optima CT540, Discovery CT590 RT, Optima CT580, Optima CT580 W, Optima CT590 RT, LightSpeed Xtra, LightSpeed RT16, LightSpeed VCT, LightSpeed VCT XT, LightSpeed VCT XTe, LightSpeed VCT Select, Optima CT660, Revolution EVO, Discovery CT750 HD, Revolution HD, Revolution CT, Revolution Frontier.

ii) Moyer V. Screening for Lung Cancer: U.S. Preventive Services Task Force Recommendation Statement. Ann Intern Med. 2014;160:330-338.

http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFinal/lung-cancer-screening

Line	Qty.	Catalog	
5	1.00	B75492FJ	IQ, Dose, ER Installed Base Upgrade Package for Optima CT660

This IB upgrade package include AELA, Organ Dose Modulation, High Helical Pitch, Real time recon and One stop scanning mode.

• Ultra Kernel (AELA) : Adaptive Enhance Level Adjustment (AELA) may improve visual spatial resolution while maintaining pixel noise standard deviation and artifact.

• ODM provides reduction of radiation dose via X-ray tube current modulation for superficial tissues, such as breasts. ODM may enable equivalent pixel noise standard deviation without decreasing productivity as with the use of conventional superficial dose reduction techniques.

• Optima CT660 allows users to utilize up to 1.531 helical pitch reconstructed with 360 degrees of data or more. Obtained with 6.3 sec at 70cm coverage under 1.531 helical pitch and 40mm beam width at 0.5sec rotation speed.

• Image Check provides 340x340 matrix images for confirming Axial images in real time and tracking up to 1800mm length with less than 1 sec delay. Reconstruction time is up to 55 fps.

• Optima CT660's exceptional one stop scanning mode provides a streamlined workflow on the Xtream display such as "Patient selection", "Protocol selection" and "Confirm". Pre-scanning can be accomplished in as few as five touches.

Line	Qty.	Catalog	
6	**1.00**	**B7877BC**	**Bar Code Reader -USB**

USB Bar Code reader for use with ConnectPro (optional)

Connect Pro - Offers New Levels of Productivity by Providing a Connection Between the Facilities Hospitial (HIS) or Radiology (RIS) Information System. ConnectPro Simplifies and Eliminates Errors in Patient Data Entry.

Line	Qty.	Catalog	
7	**1.00**	**B7999ZA**	**2 Phase Uninterruptible Power Supply**

Uninterruptible Power Supply

Exide Uninterruptible Power Supply. Custom Designed Firmware to Interconnect with LightSpeed Pro, LightSpeed RT, Optima and BrightSpeed Systems.
The UPS Primarily Backs Up the System Computer Functions. Bridges Short Power Outages and Provides Time for Crossover from Normal Main Power to Emergency Power.
Must be Located Within Eight Feet of the PDU.

Line	Qty.	Catalog	
8	**1.00**	**B77292CA**	**CT Service Cabinet**

Service cabinet for system accessories storage

Line	Qty.	Catalog	
9	**1.00**	**E8016AZ**	**CT Table Slicker with Cushion - 1700 Systems (2-pc Set)**

FEATURES/BENEFITS
• Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover
• Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids
• Increase system uptime by protecting table from spills and particulate contaminants
• Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas

COMPATIBILITY
• VCT with GT 1700 Table, CT HD750

Line	Qty.	Catalog	
10	**1.00**	**E8016BA**	**CT Footswitch Slicker - 2000 & 1700 Systems**

The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro.

Line	Qty.	Catalog	
11	**1.00**	**E4502BE**	**CT Main Disconnect and UPS Control 380-480V 50 60Hz 125A**

Main Disconnect Panel (MDP) UL 125A 400/480V 50/60Hz 3 phases for CT, PET and PETCT

The (Main Disconnect and UPS Control Panel serves as the main facility power disconnect source installed ahead of the CT system PDU. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The optimized design PDB saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. The 24-volt low voltage controls all power, using either the panel cover mounted EMERGENCY OFF push button or the remote EMERGENCY OFF push button included with each system. The PDB is painted to match the imaging system for a total coordinated system appearance. Available in a combination surface\semi-flush mounted enclosure. The system provides stock availability of otherwise special-order devices, saving time and installation costs.

Benefits
- The System Main Disconnect saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
- The system provides stock availability of otherwise special-order devices, saving time and installation costs
- Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
- UPS emergency power-off functions are included for future, partial system UPS addition.
- Disconnects system power on first loss of incoming power, preventing damage to system components
- Provides a standardized platform for UPS or other future GE engineered modifications or upgrades
- Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out
- The door has provisions for padlocking
- Enclosure door is interlocked with ON / OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position

Features
- Optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems
- UL, cUL listed, and CE labeled
- Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long-life LED pilot lights
- Provides overcurrent and short circuit protection with GE GuardEON solid-state circuit breakers
- Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available shout circuit current is 25,000A or less for compliance to all electrical codes
- Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code
- Factory wired and tested
- All devices are selected for high reliability and long life
- Panel disconnect provides OSHA lockout / tag out provisions

Remote EPO
- This MDP comes with two normally closed contact blocks attached to the back of the emergency off push button.

Seismic Specifications

• This Panel has been certified by an independent California structural engineer in conformance with the shake testing requirements of ICC-AC 156. The California OSHPD number is OSP-0457-10.
• The seismic performance characteristics are as follows: SDS(g) ≤ 2.56; z/h ≤ 1.0 ; Ip ≤ 1.5

Physical Characteristics

• Dimensions: Height x Width x Depth: 30 x 16 x 8 inches (762 x 407 x 203 mm)
• Handle depth: 2.75 inches (70 mm)
• Weight: 55 pounds (25 kg)
Components supplied with each panel

• The Main Disconnect and UPS Control Panel
• An Installation, Operations & Service Manual
• (2) sets of Emergency Power Off pushbuttons with 2NC on each EPO
• Drawings and Electrical Schematics

Line	Qty.	Catalog	
12	**1.00**	**Services-CE-Americas-Clinical Ed TV**	**Clincial Ed TIP TV**

Line	Qty.	Catalog	
13	**1.00**	**B7800AS**	**Injector Cable**

Cable for CT gantry to Injector

Total Quote Net Selling Price: ***$303,995.04***

Optional Items

Please initial by net price in terms you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
B7660EZ	**1.00**	**Low Dose Cardiac Package**	**$66,000.00**	

The Low Dose 5-Beat Cardiac package allows the user to acquire cardiac imaging exams with retrospective or prospective gated acquisitions utilizing up to 0.35 second rotation speed for excellent cardiac exams. This package contains the following items necessary for CT Coronary Angiography:

SnapShot Imaging can be used to acquire ECG Gated CT Images of the coronary arteries, cardiac anatomy and various other applications that require temporal resolution to reduce heart motion effects. The SnapShot Imaging package includes hardware and software necessary for cardiac studies with CT.

SnapShot imaging is designed to produce optimized cardiac images with minimum cardiac motion effects. Three different imaging acquisition techniques are available for the user

- SnapShot segment - single sector algorithm with temporal resolution (TR) of 175ms
- SnapShot Burst - dual sector algorithm with TR of 87ms
- Snapshot Burst Plus - 4 sector algorithm with TR of 43ms

Xtream 12" Gantry and Operator Console ECG Trace:

- The ECG trace provided by the Ivy monitor will be displayed on the CT gantry and operator's console with this option. Allowing the user to display the live trace of the patient's heart rate and display the actual location of the window of time when the images are being acquired. It will provide easy access to patient cardiac output status and assist in providing visual feedback for optimum acquisition start.

- The ECG Editor allows the user to retrospectively modify trigger points identifying R-peaks on ECG trace as displayed on the console. The capability may improve successful cardiac acquisition rate by enabling users to perform the modification in the cases with irregular heartbeat or suboptimal triggers.

Cardiac Enhancement Filters:

- Noise reduction filters, providing three levels of image filtration while preserving of edge image detail coupled with patient dose reduction of up to 30%.

ECG Dose Modulation:

• ECG gated dose modulation reduces patient dose by modulating x-ray technique during acquisition based on heart phase.

SnapShot Pulse is a cardiac scanning technique that helps reduces patient dose by up to 83%, and improves cardiac workflow, with uncompromised image quality. SnapShot Pulse uses prospectively triggered axial acquisitions synchronized by the patient heart rate, in which X-rays are turned on only during the required heart phase and turned off completely at all other times. In essence, the technique captures a complete picture of the heart using a series of three to four snap shots taken at precise patient table positions and precisely timed to correspond to (relative to conventional cardiac CT acquisitions).

SnapShot Pulse helps improve workflow by reducing the size of image set to be reconstructed, reviewed and post processed. A typical SnapShot Pulse series consists of 280 to 400 images, compared with up to 3,000 images in a typical helical cardiac scan series. Since there's a smaller number of images to reconstruct, SnapShot Pulse takes less time, yet still delivers the same amount of information as a helical cardiac exam.

The Ivy Monitor comes in the cardiac package. It will be used to monitor patient cardiac output and synchronize acquisition with that output.

Catalog Number	Qty.	Description	Net Price	Initial
B7820GT	**1.00**	**Xtream Integrated Injector Interface Kit - Class IV**	**$6,000.00**	

Xtream Injector provides one handed synchronized start of the scan and injection from the CT Operators console or from the scan room providing consistent simultaneous start of contrast injection and scan acquisition protocols.

It utilizes the CiA Class 4 functionality which includes the following benefits:

Up to a 50% reduction in the number of user interface selections needed when compared to systems not utilizing the Xtream Injector. The 50% reduction comes from the fact that users select one button to start the scan acquisition and injection.

• Better control of contrast enhancement by synchronizing start time of the contrast injection and CT scan
• Improved workflow by enabling single-button start of both the injector and scanner from the scanner
• Injection parameter preview from the scanner console prior to beginning the scan
• Post-study review of injection results from the scanner console
• Automatic documentation of injection results in PACS

Catalog Number	Qty.	Description	Net Price	Initial

B75022AE	**1.00**	**Advanced Vessel Analysis (AVA) Xpress on the console**	**$9,000.00**

AVA Xpress is an automated software post processing software for the CT operator's console. It is an additional tool for the analysis of 3D angiography data providing several display, measurement and batch filming/archive features to study user-selected vessels which Include stenosis analysis, pre/post stent planning procedures and directional vessel tortuosity visualization.

• Decreased operator dependence to produce true vessel cross sections and vessel profiles. This software eliminates the need for the operator to manually identify the center of the vessel.
• Automated batch filming
• Ability to rotate around a vessel, reduces the risk of overlooking vascular structures.
• Quick AVA - Two click vessel analysis
• Measurement tools: Quantitative information on user-selected vessel segments
• Aids in the proper selection of prosthesis
• Distances to bifurcations or other landmarks are critical for clinical decisions
• A single report provides a complete 3D context, measurements cross-references and 3D views. Consistency in the format and style of the reports also help referring physicians.
• Automatic centerline detection using Quick AVA provides a quick 3D value understanding of a selected vessel.

System Prerequisite: VolumeViewer on the Console - B7870JA

Catalog Number	Qty.	Description	Net Price	Initial
B75032AE	**1.00**	**CT Colonography Pro 3D EC**	**$18,000.00**	

AdvantageCTC Pro3D EC is a CT Colonography (CTC) Advanced Application Software Package for the analysis of the colon and surrounding structures utilizing helical CT data. The physician centric design provides a complete reading workflow solution. Synchronized, index review of 2D, 3D and dissection views provide a fast complete analysis of the CT data.

Key Features include:

• Electronic Cleansing for the visualization of anatomy that would previously be hidden behind tagged fluid.
• 360 degree Dissection Prone & Supine Views
- Aids in decreasing analysis and review time.
• Prone and supine synchronized image review This feature provides a complete view of the colon and is aided by Electronic Cleansing to visualize anatomy behind tagged material.
• Small Bowel Extraction - The software quickly segments and removes the small bowel for unobstructed viewing of the colon.
• Polyp Color Display - User can color mark polyps for easier tracking.
• Virtual Joystick - Navigational tools for fast review with more control.
• Virtual Biopsy View - To assist in problem solving complex areas

of interest.
• Tagging Support - Aid in centerline creation and review of tagged exams.

System Requirements:
VolumeViewer on the Console - B7870JA

Catalog Number	Qty.	Description	Net Price	Initial
B75042AE	**1.00**	**AutoBone Xpress option**	**$5,250.00**	

AutoBone Express is a Software Package that provides Automatic Segmentation of Bony Structures and Calcified Plaques Optimized for the latest CTA Acquisition Techniques.

AutoBone Xpress Clinical Benefits:

• Click Segmentation of Bony Structures to facilitate Vascular Structures Visualization for any Anatomy including Head and Neck CTA.
• 1-Click Automatic Segmentation of Calcifications for Abdominal CTA and Run-Off Exams. Side-by-Side display of Vessels in 3D MIP with and without Calcifications provides a Direct Access to Calcified Plaques effect on Vessel Lumen.

Operator Productivity Benefits Include:

• Decreased time to First Clinically Relevant Image Segmenting Automatically Bony Structures and providing a Quick 3D MIP Overview of Vascular Structures.
• Synchronized Viewports enabling Fast confirmation of Results on Reformatted and Native Images.
• AutoSelect Segmentation Tools may be used to Refine Segmentation by Quickly Adding or Removing Structures.
• The resulting Volume Rendered Image can be Manipulated to View Vessels Only. Transparent Bones can be Restored for Landmarks. Calcifications can also be Visualized in Transparency to Show Lumen.
• Optimized Layouts for each Anatomy for Fast and Relevant Visualization.

System Requirements: VolumeViewer on the Console - B7870JA

Catalog Number	Qty.	Description	Net Price	Initial
S7660CY	**1.00**	**0.4 second Varispeed Upgrade**	**$36,000.00**	

The 0.4 second rotation option adds 0.4, 0.5, and 0.6 second rotation speed selections enabling up to 40% faster exams.

Catalog Number	Qty.	Description	Net Price	Initial
B7660MT	**1.00**	**Gantry IF Kit CT660 M40**	**$900.00**	

GE Healthcare

April 12, 2019
Quote Number: **2005886619.3**
Customer ID: **1-25GNM5**
Quote Expiration Date:

GPO Agreement Reference Information

Customer:	Eastern Radiologists
Contract Number:	Novation Vizient Supply LLC
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	NET 30
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Novation Vizient Supply LLC

This product offering is made per the terms and conditions of Vizient /GE Healthcare GPO Agreements as follows:

'maging:
.R0391-MR, XR0311-Card./Vasc., XR0321-CT, XR0342-Mammo, XR0351-PET-CT, XR0362-Nuc Med, XR0380-R&F/RAD & CE0351 and ICAR-EP/HEMO

Ultrasound:
XR0431-Ultrasound

Vizient: Please login to the Vizient Marketplace Website. If you require assistance or are experiencing issues, please contact Vizient for support:
Email: Connect@VizientInc.com and Phone: 866-600-0618.

EXHIBIT D

EQUIPMENT COMPARISON
FOR REPLACEMENT EQUIPMENT

X-RAY RADIOGRAPHIC IMAGING SYSTEM

	EXISTING EQUIPMENT	**REPLACEMENT EQUIPMENT**
Type of Equipment	**X-Ray Radiographic Imaging System**	**X-Ray Radiographic Imaging System**
Manufacturer of Equipment	PHILIPS	DEL Medical
Model Number	BUCKYDIAGNOST CS	DM-OTC18-M
Serial Number	04 00 332	UNK
Provider's Method of Identifying Equipment	Affixed Label	Affixed Label
Mobile or Fixed	Fixed	Fixed
Date of Acquisition	2004	N/A
Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment was/is New or Used When Acquired	New	New
Total Cost of Equipment	$91,059.10	$156,489.00
Fair Market Value of Equipment	0	$156,489.00
Net Purchase Price of Equipment	$91,059.10	$156,489.00
Locations Where Operated	9 Doctor's Park, Greenville, NC	2101 West Arlington Boulevard, Greenville, NC
Number of Days Per Year the Equipment is or will be in Use in North Carolina	365	365
Percent of Patient Charges by Procedure	NA	NA
Percent of Change in Per-Procedure Operating Expenses	NA	NA
Procedures Currently Performed in Existing Equipment	X-Ray Radiographic Imaging	NA
Procedures New Equipment is Capable of Performing	NA	X-Ray Radiographic Imaging

EXHIBIT E

EQUIPMENT DESCRIPTION
CT SCANNER

	REFURBISHED CT SCANNER
Type of Equipment	CT Scanner
Manufacturer of Equipment	GE Healthcare
Model Number	S7660GS
Serial Number	UNK
Provider's Method of Identifying Equipment	Affixed Label
Mobile or Fixed	Fixed
Date of Acquisition	NA
Provider Hold Title to Equipment or Have a Capital Lease?	Title
Specify if Equipment was/is New or Used When Acquired	Used
Total Cost of Equipment	$303,995.04
Fair Market Value of Equipment	$303,995.04
Net Purchase Price of Equipment	$303,995.04
Locations Where Operated	2101 West Arlington Boulevard, Greenville, NC
Number of Days Per Year the Equipment is or will be in Use in North Carolina	365
Percent of Patient Charges by Procedure	NA
Percent of Change in Per-Procedure Operating Expenses	NA
Procedures Currently Performed in Existing Equipment	NA
Procedures New Equipment is Capable of Performing	CT Scans