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

Pat McCrory  
Governor

Aldona Z. Wos, M.D.  
Ambassador (Ret.)  
Secretary DHHS

Drexdal Pratt  
Division Director

May 10, 2013

Lynn Pitman  
Medical Center Boulevard  
Winston-Salem, NC 27157

Exempt from Review - Replacement Equipment
Facility: Lexington Medical Center  
Project Description: Replace existing fixed Philip MRI scanner with new Siemens MRI scanner  
County: Davidson  
FID #: 943307

Dear Ms. Pitman:

In response to your letter of April 30, 2013, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S. 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, a new Siemens Magnetom Aera 1.5T fixed MRI scanner, part number 14416900 to replace the existing Philip Intera MRI scanner #8139 purchased 10 years ago. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory. Moreover, you need to contact the Construction Section, DHSR to determine if they have any requirements for development of the proposed project.

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

Sincerely,

Kim Randolph  
Project Analyst

Craig R. Smith  
Certification of Need Section

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

Certificate of Need Section  
www.ncdhhs.gov  
Telephone: 919-855-3873 • Fax: 919-733-8139  
Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603  
Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704  
An Equal Opportunity/Affirmative Action Employer
April 30, 2013

Craig Smith, Chief  
Martha Frisone, Assistant Chief  
Kim Randolph, Project Analyst for Forsyth County  
Certificate of Need Section  
Division of Health Regulation  
North Carolina Department of Health and Human Services  
701 Barbour Drive  
Raleigh, North Carolina 27603  

RE: No Review Request for an MRI Replacement on the Campus of Lexington Memorial Hospital  

Dear Mr. Smith, Ms. Frisone and Ms. Randolph:

The purpose of this letter is to request conformation of non-review to replace an existing MRI scanner on the Lexington Memorial Hospital (LMH) campus. LMH plans to replace its ten year old MRI scanner on the campus of LMH with a new Siemens Magnetom Aera 1.5T MRI scanner. The existing scanner is over ten years old and has exceeded its useful life; it has a trade in value of $72,000 (see page 4 of Exhibit 3). A copy of the original purchase order could not be found, however the serial number for the existing Philip Intera MRI scanner is #8139. Siemens will accept the equipment as a trade-in and will de-install the existing unit and remove it from the LMC campus as noted in Exhibit 1. Upon completion, the total project cost is estimated to be $1,988,611.00. LMC respectfully requests confirmation from the Division of Health Regulation that this project does not require certificate of need pursuant to N.C. General Statute 131E-176 (22a).

The existing MRI scanner is over ten years old and was installed in July of 2003 and lacks the technology required by the clinicians and patients treated at LMC. The current equipment provides limited technological capabilities and significant advancements have improved MRI capabilities over the past ten years. The proposed replacement equipment, the Siemens Magnetom Aera 1.5T, offers many features that improve upon the current equipment. The Magnetom offers a 70-cm bore, which will allow LMC to accommodate more exams and provides additional room that will be more appropriate for scanning obese patients. The Magnetom also utilizes an Ultra-short 145 cm system magnet design, which allows for more head-out exams, which will improve patient outcomes by reducing patient anxiety and fewer refused exams. In addition, the Magnetom utilizes the fourth generation of TIM (Total Imaging Matrix) Technology, which makes image quality less dependent on the skill of the technologist running the machines and allows multiple regions in the entire body to be examined in a minimum amount of time. Limited capital improvements are required in the existing MRI vault to accommodate the new scanner equipment. In total, the proposed equipment is expected to improve efficiency and result in higher patient satisfaction through the provision of improved patient comfort, improved visualization, targeting and treatment times.
Please review the following exhibits:

1. Document of trade-in and de-installation of existing MRI scanner
2. Certified Cost Estimate
3. Purchase Order for Replacement Equipment
4. Equipment Comparison
5. Schematic Drawing

Based on the information contained in this letter, LMC respectfully requests the Division of Health Regulation issue a letter confirming that the acquisition of the Siemens Magnetom Aera 1.5T MRI scanner is not CON reviewable pursuant to N.C. General Statute 131E-176 (22a). This project is currently estimated to cost less than $2 million and does not represent a new service. No new or existing facilities will be purchased or leased as a result of this project. If you have any questions or need additional information, please do not hesitate to contact me at (336) 716-1046. On behalf of LMC, I appreciate your attention to this important matter.

Sincerely,

Lynn S. Pitman
Associate Vice President, Strategic and Business Planning
Wake Forest Baptist Health
March 29, 2013

Wake Forest Baptist Health
Attn: Stuart Grogan
Medical Center Blvd.
Winston-Salem, NC 27157

Dear Stuart Grogan,

The purpose of this letter is to confirm that Siemens Medical Solutions USA, Inc. (Siemens) will be responsible for removing your Phillips Intera 1.5T ("existing equipment") with Serial Number 8139 as part of your purchase of a Siemens 1.5T Magnetom Aera MRI system for Lexington Memorial Hospital. The cost for the deinstallation and removal is included in the price quotation for the replacement equipment, which totals $1,671,096. There are no additional costs for de-installation and removal. We will work closely with you to ensure proper timing of the deinstallation.

The system will be removed from Service at Lexington Memorial by a broker designated by Siemens for either re-sale purposes or parts. The system will not be placed into Service by Siemens in North Carolina without proper state approvals.

Sincerely,

[Signature]

Edwin Winicki
Key Account Executive
Siemens Healthcare, USA
PROJECTED CAPITAL COSTS: WAKE FOREST BAPTIST HEALTH-LEXINGTON MEDICAL CENTER MRI REPLACEMENT (PROJECT #: 2013.022)

Proponent:

A. Site Costs

(1) Full purchase price of land
Acres ___ Price per Acre $ __ NA $ __ NA

(2) Closing costs $ __ NA $ __ NA

(3) Site Inspection and Survey $ __ NA $ __ NA

(4) Legal fees and subsurface investigation $ __ NA $ __ NA

(5) Site Preparation Costs
   Soil Borings $ __ NA $ __ NA
   Clearing-Earthwork $ __ NA $ __ NA
   Fine Grade For Slab $ __ NA $ __ NA
   Roads-Paving $ __ NA $ __ NA
   Concrete Sidewalks $ __ 1593 $ 1593
   Water and Sewer $ __ NA $ __ NA
   Fooing Excavation $ __ NA $ __ NA
   Fooing Backfill $ __ NA $ __ NA
   Termite Treatment $ __ NA $ __ NA
   Other (Fence) $ __ 3248 $ 3248
   Sub-Total Site Preparation Costs $ 4,839 $ 4,839

(6) Other (NA) $ __ NA $ __ NA

(7) Sub-Total Site Costs $ 4,839 $ 4,839

B. Construction Contract

(8) Cost of Materials
   General Requirements $ __ 83,747 $ 83,747
   Concrete/Masonry $ __ 0 $ 0
   Doors & Windows/Finishes $ __ 35,410 $ 35,410
   Thermal & Moisture Protection $ __ 1350 $ 1350
   Equipment/Specialty Items $ __ 1,290 $ 1,290
   Mechanical/Electrical $ __ 96,424 $ 96,424
   Other (Fire Protection, Nurse Call, Security) $ __ 1,560 $ 1,560
   Sub-Total Cost of Materials $ 202,781 $ 202,781

(9) Cost of Labor (included in material cost) $ __ NA $ __ NA

(10) Other (Construction Contingency) $ __ 6,000 $ 6,000

(11) Sub-Total Construction Contract $ 210,781 $ 210,781

C. Miscellaneous Project Costs

(12) Building Purchase $ __ NA $ __ NA

(13) Fixed Equipment Purchase/Lease $ __ 1,871,086 $ 1,871,086

(14) Movable Equipment Purchase/Lease $ __ 0 $ 0

(15) Furniture $ __ 4,146 $ 4,146

(16) Landscaping $ __ NA $ __ NA

(17) Consultant Fees
   Architect and Engineering Fees $ __ 34,000 $ 34,000
   Legal Fees $ __ 0 $ 0
   Market Analysis $ __ NA $ __ NA
   Other (CON/Other Agency Approvals) $ __ 5,726 $ 5,726
   Sub-Total Consultant Fees $ __ 39,725 $ 39,725

(18) Financing Costs (e.g. Bond, Loan, etc.) $ __ NA $ __ NA

(19) Interest During Construction $ __ NA $ __ NA

(20) Move, Reimbursable Expenses $ __ 58,021 $ 58,021

(21) Sub-Total Miscellaneous $ 1,772,991 $ 1,772,991

D. Total Capital Cost of Project $ 1,988,811

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

John David Roberts

(Signature of Licensed Architect or Engineer)

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

(Proponent - Signature of Officer)
SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (336) 856-9995

LEXINGTON MEMORIAL HOSPITAL
250 HOSPITAL DR
LEXINGTON, NC 27292-6728

Customer Number: 0000002397

Date: 9/26/2012

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

Table of Contents
MAGNETOM Aera - USA ................................................................. 2
General Terms and Conditions .................................................... 8
Warranty Information ................................................................. 15
Cut Sheets.............................................................................. following page 15

Proposal valid until 9/28/2012

Pricing is contingent on Customer purchasing POS Service Agreement at time of order.

Offer expires September 28, 2012

Pricing is contingent on Customer purchasing multiple units concurrently.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

By (sign): Edwin Winicki
Name: Edwin Winicki
Title: Account Executive
Date: 

LEXINGTON MEMORIAL HOSPITAL

By (sign): Barry Teuten
Name: Barry Teuten
Title: Director of Mat. Mgmt.
Date: Sept 27, 2012

All pages of the signed proposal must be returned to Siemens to process the order - Thank you.
**MAGNETOM Aera - USA**

All items listed below are included for this system:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Part No.</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>14416900</td>
<td>MAGNETOM Aera - System</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MAGNETOM Aera - 1.5T Tim+Dot system - The integration of the next generation Tim - &quot;Tim 4G&quot; and the Siemens unique Dot Engines (Day optimizing throughput Engine). Short and open appearance (145 cm system length with 70 cm Open Bore Design). Tim 4G's redesigned RF system and all-new coil architecture. - Siemens unique DirectRF™ technology enable Tim's new all digital-in digital-out design - All-new coil architecture including Dual-Density Signal Transfer Technology - Whole-body superconductive Zero Helium Bolt-Off 1.5T magnet - TrueForm Magnet and Gradient Design - Actively Shielded water-cooled Siemens gradient system - Head/Neck 20 DirectConnect, Spine 32 DirectConnect, Body 18, Flex Large/Small 4 Dot offers patient personalization, user guidance and process automation that result in consistent examination results. - Brain Dot Engine is designed to simplify general brain examinations through personalized, guided and automated workflows. - Dot Display and Dot Control Centers - efficient patient preparation. Additional features include: -Tim Application Suite including Neuro, Cardiac, Body, Onco, Breast, Ortho, Pediatric and Scientific Suite - syngo MR software including 1D/2D PACE, syngo BLADE, IPAT, Phoenix, Inline Technologies. - High performance host computer and measurement and reconstruction system. The system (magnet, electronics and control room) can be installed in 30sqm space. For system cooling either the Eco Chiller options or the Separator is required.</td>
</tr>
<tr>
<td>1</td>
<td>14416901</td>
<td>Tim [204x48] XJ Gradients #Ae</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tim [204x48] XJ-gradient performance level Tim 4G with its newly designed RF system and innovative coil architecture enables high resolution imaging and increased throughput. Up to 204 simultaneously connected coil elements in combination with the standard 48 independent RF channels, allow for more flexible parallel imaging. Maximum SNR through the new Tim 4G matrix coil technology. XJ - gradients The XJ- gradients are designed combining high performance and linearity to support clinical whole body imaging at 1.5T. The force compensated gradient system minimizes vibration levels and acoustic noise. The XJ gradients combine 33 mT/m peak amplitude with a slew rate of 128 T/ms.</td>
</tr>
<tr>
<td>1</td>
<td>08464872</td>
<td>PC Keyboard US english #Tim</td>
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<tr>
<td></td>
<td></td>
<td>Standard PC keyboard with 101 keys.</td>
</tr>
<tr>
<td>1</td>
<td>14416914</td>
<td>Pure White Design #T+D</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The MAGNETOM Aera / MAGNETOM Skyra design is available in different light and appealing variants which perfectly integrates into the different environments. The color of the main face plate cover of the Pure White Design Variant with the integrated Dot Control Centers and the unique Dot Display is brilliant white surrounded by a brilliant silver trim. The asymmetrical deco area on the left side is colored white matte and also with a brilliant surrounding silver trim The table cover is presented also in the same color and material selection.</td>
</tr>
<tr>
<td>1</td>
<td>14402592</td>
<td>Inline Composing syngo #Tim</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Automatic anatomical or angiographic composing of multiple adjacent coronal or sagittal images for presentation and further evaluation. Composed images can be automatically loaded into Graphical Slice Positioning for scan planning purposes.</td>
</tr>
<tr>
<td>1</td>
<td>14402593</td>
<td>Tim Planning Suite</td>
</tr>
<tr>
<td></td>
<td></td>
<td>With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.</td>
</tr>
</tbody>
</table>

**Quote Nr:** 1-4TK7SX Rev. 1

**Terms of Payment:** 00% Down, 80% Delivery, 20% Installation
Free On Board: Destination

**Purchasing Agreement:** NOVATION (UHC, VHA, Provista)
NOVATION (UHC, VHA, Provista) terms and conditions apply to Quote Nr 1-4TK7SX

Created: 9/26/2012 6:27:00 PM
Siemens Medical Solutions USA, Inc. Confidential
<table>
<thead>
<tr>
<th>Qty</th>
<th>Part No.</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>14416974</td>
<td><strong>Eco Chiller 45kW</strong>&lt;br&gt;The KKT ECO 122-L chiller is a dedicated 20°C cooling system for MAGNETOM Aera which automatically adapts to the different cooling requirements (e.g. system in operation, standby, ...) to reduce the energy consumption for cooling. The cooling system must be used in combination with the IFP (Interface Panel), if there is no on-site chilled water supply at all. The IFP is included in the scope of supply.</td>
</tr>
<tr>
<td>1</td>
<td>0867826</td>
<td><strong>UPS Cable #TIm</strong>&lt;br&gt;Power cable for connecting the UPS Powerware PW 9130-3000i (14413662) to the ACC of MAGNETOM Tim and MAGNETOM Tim+Dot systems for backing up the computer. Standard cable length: 9 m.</td>
</tr>
<tr>
<td>1</td>
<td>14413662</td>
<td><strong>UPS Powerware PW9130G-3000T-XLEU</strong>&lt;br&gt;UPS system Eaton PW9130G-3000T-XLEU for MAGNETOM Tim, MAGNETOM Tim+Dot and MAGNETOM Symphony systems for safeguarding computers. Power output: 3.0 kVA / 2.7 kW Bridge time: 5 min full load / 14 min half load Input voltage: 230 VAC</td>
</tr>
<tr>
<td>1</td>
<td>14413663</td>
<td><strong>UPS Battery module</strong>&lt;br&gt;UPS battery module Eaton PW 9130N-3000T-EBM for all MAGNETOM Tim, MAGNETOM Tim+Dot and MAGNETOM Symphony systems for safeguarding computers. Extension for PW9130I-3000T Battery type: Closed, maintenance-free Extension of the bridge time to: 24 minutes with a module Dimensions (H x W x D): Battery module: 346 x 214 x 412 mm incl. bracket set Weight: approx. 90 kg</td>
</tr>
<tr>
<td>1</td>
<td>14407268</td>
<td><strong>MR Workplace Table 1.2m</strong>&lt;br&gt;Table suited for syngo Acquisition Workplace and syngo MR Workplace based on syngo Hardware.</td>
</tr>
<tr>
<td>1</td>
<td>14407261</td>
<td><strong>MR Workplace Container, 50cm</strong>&lt;br&gt;50 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD/DVD/USB).</td>
</tr>
<tr>
<td>1</td>
<td>4MR0142889</td>
<td><strong>Armrest #MR</strong></td>
</tr>
<tr>
<td>1</td>
<td>CHILINST_AVT</td>
<td><strong>Chiller Start-up and Warranty for TIM</strong></td>
</tr>
<tr>
<td>1</td>
<td>MR_INITAIAL_32</td>
<td><strong>Initial onsite training 32 hrs</strong>&lt;br&gt;MRI_INITIAL_32 Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.</td>
</tr>
<tr>
<td>1</td>
<td>MR_FOLLOWUP_32</td>
<td><strong>Follow-up training 32 hrs</strong>&lt;br&gt;Up to (32) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.</td>
</tr>
<tr>
<td>1</td>
<td>MR_INT_DOT_BCLS</td>
<td><strong>MR Dot Training Class</strong>&lt;br&gt;Tuition for (1) Imaging professional to attend Classroom Course at Siemens Training Center. The objectives of this class are to introduce the user interface of the common syngo platform, including Dot, and instructions on building protocols, demonstration of software functions, and hands-on sessions. This class includes lunch, economy airfare, and lodging for (1) Imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.</td>
</tr>
</tbody>
</table>
## MR Trade-in-Allowance Intera with the projectnumber 2012-1736 Deinstall 11/2013

**Expires 1/22/2013 -$72,000**

Trade-in value is valid for forty-five (45) days from the date of the quotation. After that time it must be revalued. The trade-in equipment shall be free and clear of all liens, encumbrances, security interests, assessments, rights of distress and any other third party claims. Purchaser shall provide Siemens or its designated dealer or agent with access to the trade-in equipment by the agreed upon de-installation date designated on the signed trade-in specification document or within 14 days of new equipment turnover, whichever occurs first. Title and risk of loss to the trade-in equipment shall pass to Siemens or its designee upon installation of the purchased equipment at the Purchaser's facility. In the event that access to the trade-in equipment is denied past the agreed upon de-installation date, then the Purchaser shall pay to Siemens the amount of ten (10) percent of the total trade in value including Elevate discount (no less than $1000) for each month, or part thereof, that access is denied. In addition, in the event that the trade-in equipment does not meet manufacturer's operating specifications or is not otherwise in the condition as stated in the trade-in specification sheet at the time of trade-in, or in the event that any trade-in items are not returned or otherwise made available to Siemens or its designee, then Purchaser shall be invoiced and shall pay for any missing or damaged items/equipment, or the trade-in value set forth in this Quotation shall be adjusted in Siemens' sole discretion.

### MR Wall sign -English

**T+D Preinstall kit for dockable table**

**MR Standard Rigging and Installation**

MR Standard Rigging and Installation. This quotation includes standard rigging and installation of your new MAGNETOM system. Standard rigging into a room on ground floor level of the building during standard working hours (Mon.- Fri./ 8 a.m. to 5 p.m.) it remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents. Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.

### MR Standard Rigging & Install

**Standard Cryogens**

**MR Project Management**

A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemens' equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.

### Abdomen Dot Engine #T+D


### Tim Dockable Table #Ae

The new Tim Dockable Table is designed for maximum patient comfort and smooth patient preparation. Tim Dockable Table can support up to 260 kg (550 lbs) patients without restricting the vertical or horizontal movement. The one stop docking mechanism and the innovative multi-directional navigation wheel ensure easy maneuvering and handling. Critically ill or immobile patients can now be prepared outside the examination room for maximum patient care, flexibility and speed.

### Flow Quantification #Tim

Special sequences for quantitative assessment of flow.

### Argus Flow
<table>
<thead>
<tr>
<th>Qty</th>
<th>Part No.</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>14405528</td>
<td>TWIST syno #Tim</td>
</tr>
<tr>
<td></td>
<td></td>
<td>This package contains a Siemens unique sequence and protocols for time-resolved (4D) MR angiographic and dynamic imaging in general with high spatial and temporal resolution. syno TWIST supports comprehensive dynamic MR angiography in all body regions. It offers temporal information of vessel filling in addition to conventional static MR angiography, which can be beneficial in detecting or evaluating malformations such as shunts. In case of general dynamic imaging, for example an increase in spatial resolution by a factor of up to 2 at 60 seconds temporal resolution (compared to conventional dynamic imaging) is possible due to intelligent k-space sampling strategies. Alternatively, increased temporal resolution at constant spatial resolution is possible.</td>
</tr>
<tr>
<td>1</td>
<td>14409198</td>
<td>Native syno #Tim</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Integrated software package with sequences and protocols for non-contrast enhanced 3D MRA with high spatial resolution. syno NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.</td>
</tr>
<tr>
<td>1</td>
<td>14413812</td>
<td>Tissue 4D syno #Tim</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tissue 4D is an application for visualizing and post-processing dynamic contrast-enhanced 3D datasets. This card provides two evaluation options: - Standard curve evaluation - Curve evaluation according to a pharmacokinetic model</td>
</tr>
<tr>
<td>1</td>
<td>14416945</td>
<td>Neuro fMRI/DTI Combi Package #T+D</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Neuro fMRI/DTI Combi Package is a bundle of: - Inline BOLD Imaging - 3D PACE syno - BOLD 3D Evaluation syno - fMRI Trigger Converter - Diffusion Tensor Imaging - DTI Evaluation - DTI Tractography syno The bundle comprehends all acquisition and postprocessing tools for comprehensive BOLD fMRI and DTI exams. BOLD fMRI experiments can be displayed fused with DTI data and anatomy. The package is particularly valuable for presurgical planning. The 3D display of anatomical images, functional brain mapping results and DTI allows a better understanding of the spatial relationship between eloquent cortices, cortical landmarks, brain lesions and tract shifts of white matter.</td>
</tr>
<tr>
<td>1</td>
<td>14402527</td>
<td>SWI #Tim</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.</td>
</tr>
<tr>
<td>1</td>
<td>MR_ADDL_RIGGING</td>
<td>Additional Rigging MR $6,500</td>
</tr>
<tr>
<td>1</td>
<td>14409110</td>
<td>Arterial Spin Labeling 2D</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ASL is a non-contrast enhanced brain perfusion technique. EPI sequence enhanced for PASL (Pulsed Arterial Spin Labeling) with preparation module (inversion pulse, saturation pulses) and selectable prospective motion correction. Perfusion-weighted color maps and relative cerebral blood flow (rCBF) color maps are calculated with Inline technology.</td>
</tr>
<tr>
<td>1</td>
<td>14416941</td>
<td>Spectroscopy Package #T+D</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Spectroscopy Package is a comprehensive software package which bundles Single Voxel Spectroscopy, 2D Chemical Shift Imaging, 3D Chemical Shift Imaging and syno Spectroscopy Evaluation. Sequences and protocols for proton spectroscopy, 2D and 3D proton chemical shift imaging (2D CSI and 3D CSI) to examine metabolic changes in the brain (e.g. in tumors and degenerative diseases) and in the prostate are included. Furthermore included is the comprehensive syno Spectroscopy Evaluation Software which enables fast evaluation of spectroscopy data on the syno Acquisition Workplace.</td>
</tr>
</tbody>
</table>
Peripheral Angio 36 #Ae

The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility: - 36 channels - Dual Density Signal Transfer - Ultra light-weight - SlideConnect Technology. The 36-channel coil includes 36 integrated pre-amplifiers for excellent signal-to-noise ratio. The single SlideConnect Plug allows for fast and easy patient preparation. The Peripheral Angio 36 features: - 36-element design with 36 integrated preamplifiers, distributed over 6 planes with 6 elements each. - Operates in an integrated fashion with Body 18 coils and with the Spine 32. For Whole-Body examinations also with the Head/Neck 20. - Automatic table feed and active coil switch. - Can be utilized head and feet first. Both legs are independentally covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratio. - No coil tuning - IPAT-compatible. Dual-Density Signal Transfer enables ultra-high density coil design by integrating key RF components into the local coil - SlideConnect technology for easy coil set up. - One cable only for easy handling. - Includes special non-ferromagnetic coil cart for safe, user-friendly storage. Applications: - High-resolution angiography of both legs incl. Pelvis (by additional use of the Body 18) with highest signal-to-noise ratio. - Visualization of the iliac arteries and aorta in combination with Body 18. - Bilateral examinations of long bones of the legs. Typically combined with: Head/Neck 20, Body 18, Spine 32, and all flexible coils such as Flex Large 4 or Flex Small 4.

Tim Coil Interface 1.5T

Coil adapter plug for up to 8 receive and 1 transmit channels, in order to connect existing dedicated knee and breast coils (Tx/Rx 15-channel Knee Coll, CP Extremity Coll, 4-channel Bl Breast Coll, 16-channel Al Breast Coll, 2/4/6-channel Sentinelle BreastColl) with MAGNETOM Aera Systems.

Tx/Rx 15-channel Knee Coll #Ae

New 15-channel transmitter/receiver coil for joint examinations in the area of the lower extremities. Main features: - 15-element design (3x5 coil elements) with 15 integrated preamplifiers, - IPAT-compatible.

Tim Whole Body Suite #T+D

Tim Whole Body Suite puts it all together. This suite enables table movement for imaging of up to 205 cm (6' 9") FoV without compromise. In combination with Tim's newly designed ultra highdensity array higher spatial and temporal resolution can be achieved along with unmatched flexibility of any coverage up to Whole Body. For faster exams and greater diagnostic confidence.

System Total: $1,671,096

OPTIONS:

Spectris Solaris EP Injector ICBC

Includes Spectris Solaris EP injector and Integrated Continuous Battery Charger (ICBC). - Optimized color touch screen with few keystrokes. - Six user-programmable phases for added flexibility. - Independent Keep Vein Open (KVO) allows more time to focus on patient. - Large 115 mL saline syringe allows for longer KVO and multiple flushes. - Design of low pressure tubing eliminates dead space in the "T" connection that can waste contrast. - The clear barrel design with molded FluidDots help detect the presence of air in a syringe. - Pressure Limit Setting control software enables user to select from one to six preset maximum pressure limits, ranging from 100-300 psi, and to view current pressure during injection next to the pre-selected maximum value on the Solaris display. Installation, applications and one year warranty provided by Medrad. Not for mobile use, refer to Siemens part number M3SSMR300EP for the Solaris injector used in a mobile environment. This product has been tested and verified for compatibility with the following Siemens products: MAGNETOM Trio, Espree, Essenza, Verio, Avanto, Symphony, Aera, Skyra and Biograph mMR.

Compatibility with other products cannot be guaranteed and use with any other products may void service contracts and/or system warranties.

Extended Price Accept

+ $38,396 X
FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM Imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-6944 ext. 7 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk "Tell us" function at www.siemens.com/tell-us.
Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between Seller and Purchaser, evidenced on the first page hereof, and shall govern the sale of the Products identified in such contract ("Products"). Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (even if provided to Seller concurrently with the offer to sell the Products to the Customer), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order, or any Products identified or described therein; delivery of the Products to the carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified in this Agreement as used or refurbished Products, such Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the Buyer agrees that the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that: (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller to Purchaser, except as in the event of breach of contract, (d) any obligation of Seller to pay for the products is absolute and unconditional, (e) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, including, without limitation, claims asserted by or on behalf of any third party, and to the extent that any such claims are found to be valid, (f) the use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer, as well as any applicable laws, rules and regulations, and (g) if Purchaser is not Seller, is solely responsible for any required installation, testing, validation, tracking, product recall, warranty service, maintenance, support, and complaint handling, as well as any other applicable FDA regulatory requirements, and Seller will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging and F.O.B. U.S. prices. If quoted for ex-works or delivery to a location outside of the United States, the F.O.B. U.S. prices shall be increased by all shipping charges to such location, and all taxes, duties, insurance, and other charges from and after the time of delivery shall be paid by Purchaser.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to defer the Products to stock at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver. If the agreed delivery date is a holiday, the agreed delivery date shall be extended to the next business day.

2.3 Escalation. Unless otherwise agreed to in writing, except as to Products to be delivered within six (6) months of Seller's acceptance of Purchaser's offer, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readmission to stock, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: An initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first time use, whichever occurs first. Unless otherwise agreed, all payments (including any deposit) are due not later than thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amounts in United States dollars in full by wire transfer. All partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment Charge. In the event of any payment of $100,000 or more, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

4.3 Payment of lesser amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount due under this Agreement, at any time, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover from the person of the amount due or to pursue any other right or remedy. Any endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon completion of installation or hereafter, and completion of installation is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and the balance of payments shall be due no later than thirty (30) days from the delivery date regardless of the actual installation date.

4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Seller to make any payment due Seller within ten (10) days of receipt of written notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice of default from Purchaser under any other obligation to or agreement with Seller or Siemens Financial Services, Inc., or any assignee of the foregoing (e.g., a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any involuntary, bankruptcy or similar proceedings by or against Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of ten days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of any indebtedness or obligation owed to Seller. In addition, Seller may terminate this Agreement upon written notice to Purchaser.

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in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

4.6.3 Other changes. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser’s payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1. Other arrangements made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller’s invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2. Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal of the Products provided under this Agreement, including any export license requirements. Purchaser agrees that such laws and rules at any time may be interpreted and applied to require, or indirectly be utilized, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder, that Purchaser may reasonably expect the export laws and regulations to be maintained at all times. PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller’s request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and Installation dates shall be established by mutual agreement of the parties. Seller shall make every reasonable effort to meet the agreed upon delivery date(s), but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller, and for options and accessories purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser’s designated site, F.O.B. Destination, title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation.

(c) All freight charges and other transportation, packing and insurance costs, license fees, customs duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

7.1. Purchaser grants to Seller a security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (a) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (b) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and all accessories and replacements thereto. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1. Orders accepted by Seller are not subject to change except upon Seller’s written agreement.

8.2. Orders accepted by Seller are noncancellable by Purchaser except upon Seller’s written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the purchase price of the Products.

8.3. Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

10.1. Seller warrants that the Products purchased by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller’s obligation under this warranty is limited, at Seller’s option, to the repair or replacement of the Product or part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.6 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser’s sole warranty thereafter. If any, is the original manufacturer’s warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller’s prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2. No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 6 hereof or by the Purchaser’s failure to operate the Products in accordance with the manufacturer’s instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller’s prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser’s network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling stock, damage over the cable, contamination from cleaning with inappropriate solutions, or TEE bite marks. Seller’s obligation under this warranty is limited to the repair or replacement, at Seller’s option, of defective parts. Seller may elect such repair at Purchaser’s facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not extend, enlarge or prolong the term of the warranty. Purchaser shall, upon Seller’s request, return the nonconforming Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller’s prior written authorization. Purchaser shall pay Seller its normal charges for service and transportation. Purchaser’s use of the Product that falls outside the warranty set forth in Section 10.1. Seller’s warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set.
SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (336) 888-9990

SIEMENS REPRESENTATIVE
Edwin Winicki - (336) 688-0978

Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and coordination of the Products to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of hazardous conditions, such as asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe any right of others under any U.S. patent or copyright, Seller shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims;

(b) Seller shall then, at its own expense, defend and settle such claims, procure for Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller hereunder shall be null and void, and Seller shall be made that such Products infringe the rights of any third party under patent, copyright or otherwise, then Purchaser shall indemnify, defend and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such Information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.
14.3 Diagnostic/Maintenance Software is not included under Section 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement, and may be subject to a separate licensing fee.

14.4 Seller and Purchaser shall maintain the confidentiality of all information provided or disclosed to the other party relating to this Agreement, and shall only disclose the information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any third-party information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ENGINEERING CHANGES
15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use or in connection with the Products.

16. ASSIGNMENT
16.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assigns of Purchaser that is not approved by Seller in advance.

17. COSTS AND FEES
17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys’ fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL
19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
19.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

20. COST REPORTING
20.1 Purchaser agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION
21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

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

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

24. NOTICES
24.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

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

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

03/2012 Rev
Software License Schedule

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

1. DEFINITIONS: The following definitions apply to this Schedule:
   "Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
   "Licensors" shall mean Siemens Medical Solutions USA, Inc.
   "Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for internal use under the Agreement.
   "Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable computer or computer to bring about a certain result and (ii) databases consisting of systematized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the above, the term "software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licencing fee.
   "Documentation" shall mean the documents and other supporting materials which are intended to describe the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
   "Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

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## MR Warranty Information

<table>
<thead>
<tr>
<th>Product</th>
<th>Period of Warranty</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR System (not including consumables)</td>
<td>12 month</td>
<td>Full Warranty (parts &amp; labor)</td>
</tr>
</tbody>
</table>

### Post Warranty (after expiration of system warranty) – Replacement parts only:

<table>
<thead>
<tr>
<th>Part</th>
<th>Period of Warranty</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magnet</td>
<td>12 month</td>
<td>Parts only</td>
</tr>
<tr>
<td>Spare Parts</td>
<td>6 month</td>
<td>Parts only</td>
</tr>
<tr>
<td>Consumables</td>
<td>Not Covered</td>
<td></td>
</tr>
</tbody>
</table>

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

\* Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.
# EQUIPMENT COMPARISON

<table>
<thead>
<tr>
<th>Comparison</th>
<th>Existing Equipment</th>
<th>Replacement Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Equipment (List Each Component)</td>
<td>1.5 Tesla MRI</td>
<td>1.5 Tesla MRI</td>
</tr>
<tr>
<td>Manufacturer of Equipment</td>
<td>Phillips</td>
<td>Siemens</td>
</tr>
<tr>
<td>Tesla Rating (for MRI's)</td>
<td>1.5T</td>
<td>1.5T</td>
</tr>
<tr>
<td>Model Number</td>
<td>Intera</td>
<td>Aera</td>
</tr>
<tr>
<td>Serial Number</td>
<td>8139</td>
<td>TBD</td>
</tr>
<tr>
<td>Provider's Method of Identifying Equipment</td>
<td>Philips Intera MRI</td>
<td>Siemens Aera MRI</td>
</tr>
<tr>
<td>Specify if Mobile or Fixed</td>
<td>Fixed</td>
<td>Fixed</td>
</tr>
<tr>
<td>Mobile Trailer Serial Number/VIN #</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Mobile Tractor Serial Number/VIN #</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Date of Acquisition of Each Component</td>
<td>Jul-03</td>
<td>Aug-13</td>
</tr>
<tr>
<td>Does Provider Hold Title or Have a Capital Lease?</td>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Specify if Equipment Was/Is New or Used When Acquired</td>
<td>New</td>
<td>New</td>
</tr>
<tr>
<td>Total Capital Cost of Project (Including Construction, etc.) &lt;Use Attached Form&gt;</td>
<td>N/A</td>
<td>$1,988,611</td>
</tr>
<tr>
<td>Total Cost of Equipment</td>
<td>$1,791,555</td>
<td>$1,671,096</td>
</tr>
<tr>
<td>Fair Market Value of Equipment</td>
<td>N/A</td>
<td>$1,671,096</td>
</tr>
<tr>
<td>Net Purchase Price of Equipment</td>
<td>N/A</td>
<td>$1,671,096</td>
</tr>
<tr>
<td>Locations Where Operated</td>
<td>Lexington Memorial Hospital</td>
<td>Lexington Memorial Hospital</td>
</tr>
<tr>
<td>Number of Days in Use/To be Used in NC per Year</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>Percent Change in Patient Charges (by Procedure)</td>
<td>N/A</td>
<td>*See footnote below</td>
</tr>
<tr>
<td>Percent Change in Per Procedure Operating Expenses</td>
<td>N/A</td>
<td>*See footnote below</td>
</tr>
<tr>
<td>Type of Procedures Currently Performed with Existing Equipment</td>
<td>Whole Body Imaging</td>
<td>N/A</td>
</tr>
<tr>
<td>Type of Procedures New Equipment is Capable of Performing</td>
<td>N/A</td>
<td>Total Body MRI Imaging</td>
</tr>
</tbody>
</table>

*The replacement project is not expected to have an impact on per procedure charges or expenses.*