



# Washington Township Hospital Development Corporation

2000 Mowry Avenue, Fremont, CA 94538-1716

January 14, 2021

## MEETING NOTICE

Welcome to the January 17, 2022 meeting of the Washington Township Hospital Development Corporation Board of Directors. The meeting will commence at 7:30 a.m.

Join Zoom Meeting

<https://zoom.us/j/92101520936?pwd=SDZNSmNoS3AybitaL3N4VWNPWEEzUT09>

Passcode: 871500

Dial by your location + 1 669 219 2599

Meeting ID: 921 0152 0936

Passcode: 871500

Portions of this meeting may be held in closed session in accordance with Sections of the California Health & Safety Code and Sections of the California Government Code.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Recording Secretary at (510) 818-7839. Notification two working days prior to the meeting will enable the Recording Secretary to make reasonable arrangements to ensure accessibility to this meeting.

This notice is posted pursuant to Section 54954 of the Government Code.

*Diana Venegas*

Diana Venegas

Recording Secretary

*Kimberly Hartz, President and Chief Executive Officer*

Ohlone College Student Health Center • Washington Medical Billing • Washington on Wheels • Washington Outpatient Rehabilitation Center  
Washington Outpatient Surgery Center • Washington Radiation Oncology Center • Washington Sports Medicine  
Washington Township Medical Foundation • Washington Urgent Care



# Washington Township Hospital Development Corporation

2000 Mowry Avenue, Fremont, CA 94538-1716

## **Certificate of Posting**

I certify that on January 14, 2022, I posted a copy of the foregoing Meeting Notice near the regular meeting place of the Board of Directors of the Washington Township Hospital Development Corporation Board, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Fremont, California, on January 14, 2022.

*Diana Venegas*

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Diana Venegas, Recording Secretary

*Kimberly Hartz, President and Chief Executive Officer*

Ohlone College Student Health Center • Washington Medical Billing • Washington on Wheels • Washington Outpatient Rehabilitation Center  
Washington Outpatient Surgery Center • Washington Radiation Oncology Center • Washington Sports Medicine  
Washington Township Medical Foundation • Washington Urgent Care



# Washington Township Hospital Development Corporation

2000 Mowry Avenue, Fremont, CA 94538-1716

## BOARD OF DIRECTORS' ANNUAL MEETING WASHINGTON TOWNSHIP HOSPITAL DEVELOPMENT CORPORATION

Monday, January 17, 2022 – 7:30 A.M.

2000 Mowry Avenue, Fremont, CA 94538

Meeting Conducted via Zoom

<https://zoom.us/j/92101520936?pwd=SDZNSmNoS3AybitaL3N4VWNPWEEzUT09>

Dial by your location + 1 669 219 2599 (San Jose, CA)

Meeting ID: 921 0152 0936

Passcode: 871500

## AGENDA

- |   | <b>PRESENTED BY:</b>                      |
|---|---|
| <b>I. CALL TO ORDER</b>   | Benn Sah, M.D.<br>President               |
| <b>II. ROLL CALL</b>  | Diana Venegas<br>Recording Secretary      |
| <b>III. BROWN ACT FINDING</b><br>GOVERNMENT Code § 54953(e)(3)(B)(ii) | <i>Motion Required</i>                    |
| <b>IV. CONSIDERATION OF MINUTES OF</b><br><b>December 21, 2021</b>    | <i>Motion Required</i>                    |
| <b>V. ELECTION OF OFFICERS</b>  | <i>Motion Required</i>                    |
| <b>VI. COMMUNICATIONS</b><br>A. Oral<br>B. Written                    |   |
| <b>VII. CHIEF EXECUTIVE OFFICER REPORT</b>                            | Kimberly Hartz<br>Chief Executive Officer |

**VIII. FINANCIAL REPORT**

Chris Henry  
Vice President and  
Chief Financial Officer

**IX. ACTION ITEM**

*Motion Required*

- A. Consideration of Resolution No. 45  
Resolution of the Board of Directors of  
Washington Township Hospital Development  
Corporation to Approve the Delegation of the  
Secretary's Duties
- B. Consideration of Resolution 46 of the Board of  
Directors of Washington Township Hospital  
Development Corporation to Approve the  
Delegation of the Treasurer's Duties
- C. Approval of Lease Guaranty in connection with  
a financing of GE OEC Elite Super C-arm for  
Peninsula Surgery Center

**X. CLOSED SESSION**

Board President

- A. Report involving trade secrets pursuant to Health  
& Safety Code, Section 32106.

**XI. ADJORN TO OPEN SESSION AND REPORT ON  
CLOSED SESSION**

Board President

**XII. ADJOURNMENT**

Board President

**NEXT MEETING: MONDAY, APRIL 18, 2022 - 7:30AM - 9:00AM**

*In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Recording Secretary at (510) 818-7839. Notification two working days prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.*

*Washington Township Hospital Development Corporation*

*December 21, 2021*

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*CALL TO ORDER*

A special meeting of the Board of Directors of the Washington Township Hospital Development Corporation was held on December 21, 2021, via Zoom. Chairman Sah called the meeting to order at 7:31 a.m.

Roll Call was taken. Directors Present: Russ Blowers, Steven Chan, D.D.S., Miro Garcia, Sue Querner, Benn Sah, M.D.

*ROLL CALL*

Absent: None

Also present: Kimberly Hartz, Chief Executive Officer; Tina Nunez, Vice President of Ambulatory Care and Administrative Services; Chris Henry, Vice President and Chief Financial Officer; Walter Choto, Chief of Ambulatory Care Services; Paul Kozachenko, Attorney; and Diana Venegas, Recording Secretary

Director Sah welcomed any members of the general public to the meeting. He noted that in order to continue to protect the health and safety of the members of the Board, District staff, and members of the public from the dangers posed by the SARS-CoV-2 virus, the Brown Act allows a local agency to continue to hold its meetings remotely as opposed to being required to meet in-person. Section 54953(e)(3) of the Government Code requires that the Board make certain findings every 30 days to continue meeting remotely. One such finding is that “state or local officials continue to impose or recommend measures to promote social distancing.” The Alameda County Health Officer continues to recommend social distancing and the wearing of masks indoors, as referenced by the Alameda County Health Care Services Public Health Department COVID-19 website at [www.covid-19.acgov.org](http://www.covid-19.acgov.org).

In accordance with District law, policies, and procedures, Director Blowers moved that the Board of Directors make the finding required by Section 54953(e)(3)(B)(ii) of the Government Code that “state or local officials continue to impose or recommend measures to promote social distancing.” Director Chan seconded the motion.

Roll call was taken:

Benn Sah, MD – aye  
Steven Chan, DDS – aye  
Russ Blowers – aye  
Miro Garcia – aye  
Sue Querner – aye

The motion unanimously carried and the finding is affirmed.

A motion was made by Director Blowers, seconded by Director Chan to approve the minutes of the meeting of November 15, 2021.

*APPROVAL OF MINUTES  
November 15, 2021*

*Washington Township Hospital Development Corporation*

*December 21, 2021*

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Roll call was taken:

Benn Sah, MD – aye  
Steven Chan, DDS – aye  
Russ Blowers – aye  
Miro Garcia – aye  
Sue Querner – aye

The motion unanimously carried.

There were no written or oral communication.

*COMMUNICATIONS*

Tina Nunez and Chris Henry provided an overview of the recommendation for an amendment to the Peninsula Surgery Center (PSC) working capital line of credit. Delays with the accreditation process have delayed operations from the beginning of January 2022 to April 2022. Therefore additional funding is required until PSC is operational. In addition, it will take some time for the collections to come in once the payors are billed. The proposed resolution increases the maximum line of credit from \$4 million to \$7 million. In addition, the resolution updates the repayment of the loan and accrued interest from January 2021 to July 2022.

*ACTION ITEM:*

A motion was made by Director Chan for the approval of Resolution 44 to Increase the Amount of the Credit Line between DEVCO and Peninsula Surgery Center, LLC. The motion was seconded by Director Querner

Roll call was taken:

Benn Sah, MD – aye  
Steven Chan, DDS – aye  
Russ Blowers – aye  
Miro Garcia – aye  
Sue Querner – aye

Director Sah adjourned the meeting to closed session at 7:48 am. Director Sah stated that the public has a right to know what, if any, reportable action takes place during closed session. Since this is a Zoom session and we have no way of knowing when the closed session will end, the public was informed they could contact the Recording Secretary for the Board's report beginning December 22, 2021. He indicated that the minutes of this meeting will reflect any reportable actions.

*ADJOURN TO CLOSED  
SESSION*

*Washington Township Hospital Development Corporation*

*December 21, 2021*

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Director Sah reconvened the meeting to open session at 8:04.

*RECONVENE TO OPEN  
SESSION & REPORT ON  
CLOSED SESSION*

Director Sah reported that there was no reportable action taken in closed session.

There being no further business, Director Sah adjourned the meeting at 8:05 a.m.

*ADJOURNMENT*

The next meeting is currently scheduled for January 17, 2022 at 7:30 a.m.

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Benn Sah, M.D.  
President

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Steven Chan, D.D.S.  
Secretary

# **FINANCIAL REPORT**



**Washington Township Hospital  
Development Corporation  
Summary Income Statement  
November 2021**

Current Month				Year - To - Date			
Actual	Budget	Favorable/(Unfavorable)		Actual	Budget	Favorable/(Unfavorable)	
		Variance	%			Variance	%
1,558	1,689	(131)	(7.8%)	8,678	9,149	(471)	(5.1%)
282	258	24	9.3%	1,379	1,331	48	3.6%
1,840	1,947	(107)	(5.5%)	10,057	10,480	(423)	(4.0%)
4,010,029	6,423,028	(2,412,999)	(37.6%)	21,237,858	32,302,885	(11,065,027)	(34.3%)
825,839	894,060	(68,221)	(7.6%)	4,455,066	4,657,295	(202,229)	(4.3%)
<b>4,835,868</b>	<b>7,317,088</b>	<b>(2,481,220)</b>	<b>(33.9%)</b>	<b>25,692,924</b>	<b>36,960,180</b>	<b>(11,267,256)</b>	<b>(30.5%)</b>
<b>1,884,335</b>	<b>3,751,053</b>	<b>1,866,718</b>	<b>49.8%</b>	<b>10,755,803</b>	<b>18,874,909</b>	<b>8,119,106</b>	<b>43.0%</b>
47.0%	58.4%	11.4%		50.6%	58.4%	7.8%	
<b>2,951,533</b>	<b>3,566,035</b>	<b>(614,502)</b>	<b>(17.2%)</b>	<b>14,937,121</b>	<b>18,085,271</b>	<b>(3,148,150)</b>	<b>(17.4%)</b>
956,862	828,275	(128,587)	(15.5%)	4,708,584	4,375,378	(333,206)	(7.6%)
286,374	295,051	8,677	2.9%	1,413,194	1,497,918	84,724	5.7%
413,119	663,128	250,009	37.7%	2,335,079	3,479,877	1,144,798	32.9%
320,623	264,703	(55,920)	(21.1%)	1,495,143	1,403,323	(91,820)	(6.5%)
324,198	396,108	71,910	18.2%	1,380,208	1,803,453	423,245	23.5%
196,556	204,649	8,093	4.0%	985,187	1,032,898	47,711	4.6%
25,970	24,931	(1,039)	(4.2%)	143,661	156,181	12,520	8.0%
536,875	529,386	(7,489)	(1.4%)	2,440,778	2,397,447	(43,331)	(1.8%)
178,321	171,686	(6,635)	(3.9%)	887,900	900,067	12,167	1.4%
<b>3,238,898</b>	<b>3,377,917</b>	<b>139,019</b>	<b>4.1%</b>	<b>15,789,734</b>	<b>17,046,542</b>	<b>1,256,808</b>	<b>7.4%</b>
<b>(287,365)</b>	<b>188,118</b>	<b>(475,483)</b>	<b>(252.8%)</b>	<b>(852,613)</b>	<b>1,038,729</b>	<b>(1,891,342)</b>	<b>(182.1%)</b>
<b>(32,225)</b>	<b>191,004</b>	<b>223,229</b>	<b>116.9%</b>	<b>163,311</b>	<b>747,755</b>	<b>584,444</b>	<b>78.2%</b>
<b>(255,140)</b>	<b>(2,886)</b>	<b>(252,254)</b>	<b>(8,740.6%)</b>	<b>(1,015,924)</b>	<b>290,974</b>	<b>(1,306,898)</b>	<b>(449.1%)</b>



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# Memorandum

**DATE:** January 17, 2021

**TO:** DEVCO Board of Directors

**FROM:** Paul Kozachenko, Legal Counsel

**SUBJECT:** Implementing Resolutions pursuant to the DEVCO Amended and Restated Bylaws

## *Background*

On September 2, 2021 the DEVCO Board approved the Amended and Restated DEVCO Bylaws. On October 13, 2021, the Amended and Restated Bylaws of DEVCO Bylaws became effective upon approval of the District Board.

The Amended and Restated DEVCO Bylaws were drafted with a number of goals in mind, including:

- A. To better conform the language to current law and DEVCO practices

and

- B. To clarify the roles of the Board members and officers and, where possible, ease the administrative burden on the Board and staff; and

Attached to this memorandum are:

- 1. Resolution Number [ 45 ] and
- 2. Resolution Number [ 46 ].

## *Discussion*

As the Board is well aware, the Chief Executive Officer is responsible for the day-to-day management of DEVCO with specific duties enumerated in Article 5, Section 2. In addition, under Sections 4 and 5 of Article 4 of the Amended and Restated Bylaws, the Secretary and Treasurer, respectively, are responsible for ensuring that Chief Executive Officer performs certain duties within the purview of their respective offices. In order to memorialize the Chief Executive Officer's responsibility under Sections 4 and 5 of Article 4 of the Bylaws, we recommend that the Board adopt the attached resolutions.

*Recommendation*

1. Approve Resolution Number [ 45 ]
2. Approve Resolution Number [ 46 ].

Thank you.

**RESOLUTION NO. 45**

**RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON  
TOWNSHIP HOSPITAL DEVELOPMENT CORPORATION TO APPROVE  
THE DELEGATION OF THE SECRETARY'S DUTIES**

WHEREAS, the Board of Directors has adopted *Amended and Restated Bylaws of the Washington Township Hospital Development Corporation* ("Amended and Restated Bylaws");

WHEREAS, under Section 4 of Article 4 of the Amended and Restated Bylaws, the Secretary of the Board of Directors is responsible for ensuring that the Chief Executive Officer has assigned staff to keep the minutes of all meetings of the Board of Directors, send or cause to be sent appropriate notices and agendas for all meetings of the Board of Directors, and act as custodian of all records, reports and the corporate seal if any (hereinafter referred to as "Secretary's Duties").

WHEREAS, the meetings of the Board of Directors are subject to the provisions of the Ralph M. Brown Act, Government Code § 54950 *et seq.* (the "Brown Act");

WHEREAS, the Brown Act generally requires the Board of Directors to meet in open session but permits the Board of Directors to meet in closed sessions to discuss certain subjects enumerated in the Brown Act;

WHEREAS, Section 54957.2 of the Government Code permits a legislative body of a local agency, such as the Board of Directors, to, by resolution, designate a clerk or other officer or employee of the local agency to take and maintain minutes of the proceedings of the Board of Directors that are held in closed session;

WHEREAS, the Board desires to adopt this implementing Resolution to memorialize that the Secretary's Duties have been delegated to the Chief Executive Officer for implementation and who, in turn, is authorized to designate a clerk or other officer or employee to perform such duties.

NOW, THEREFORE, be it resolved that:

1. The Chief Executive Officer is authorized to perform or otherwise assign staff to keep the minutes of all meetings of the Board of Directors, including minutes of closed sessions, send or cause to be sent appropriate notices and agendas for all meetings of the Board of Directors, and act as custodian of all records, reports and the corporate seal if any.

2. Pursuant to Section 54957.2 of the Government Code, the minute book containing the minutes of the closed sessions shall be maintained by the Chief Executive Officer or other

officer or employee designated by the Chief Executive Officer in confidence and shall only be available to a member of the Board of Directors or a court of competent jurisdiction as required by Section 54957.2 of the Government Code.

3. The Chief Executive Officer is hereby authorized to take any further actions required to implement the provisions of this Resolution.

Passed and adopted by the Board of Directors of the Washington Township Hospital Development Corporation this 17th day of January 2022 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_

[\_\_\_\_\_] President, Board of Directors  
Washington Township Hospital Development Corporation

\_\_\_\_\_

[\_\_\_\_\_] Secretary, Board of Directors  
Washington Township Hospital Development Corporation

RESOLUTION NO.   46  

**RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON  
TOWNSHIP HOSPITAL DEVELOPMENT CORPORATION TO APPROVE  
THE DELEGATION OF THE TREASURER'S DUTIES**

WHEREAS, the Board of Directors has adopted the *Amended and Restated Bylaws of the Washington Township Hospital Development Corporation* ("Amended and Restated Bylaws");

WHEREAS, under Section 5 of Article 4 of the Amended and Restated Bylaws, the Treasurer of the Board of Directors is responsible to ensure that the Chief Executive Officer has assigned staff to keep correct and accurate accounts of the property and financial records and transactions of the Corporation, and in general, supervise or perform all duties incident to the office of Treasurer;

WHEREAS, the Treasurer has proposed to assign such duties to the Chief Executive Officer and to such other qualified persons as she may designate; and

WHEREAS, the Board of Directors desires to authorize the Treasurer to assign such duties as provided herein.

NOW, THEREFORE, be it resolved that:

1. The responsibilities described in Section 5 of Article 4 of the Amended and Restated Bylaws are hereby delegated to the Chief Executive Officer, who is hereby authorized to delegate such responsibilities to such other qualified persons as she may designate.

2. The Chief Executive Officer is hereby authorized to take any further actions required to implement the provisions of this Resolution.

Passed and adopted by the Board of Directors of the Washington Township Hospital Development Corporation this 17th day of January 2022 by the following vote:

AYES:

NOES:

ABSENT:

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[ ]

President, Board of Directors  
Washington Township Hospital Development  
Corporation

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[ ]

Secretary, Board of Directors  
Washington Township Hospital Development  
Corporation



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# Memorandum

**DATE:** January 17, 2021

**TO:** DEVCO Board of Directors

**FROM:** Kimberly Hartz, Chief Executive Officer

**SUBJECT:** RE: Approval of Lease Guaranty in connection with a financing of GE OEC Elite Super C-arm for Peninsula Surgery Center

As you know, the Peninsula Surgery Center (“PSC”) is in the process of receiving final accreditation. Work is ongoing to address accreditation issues and to complete the tenant improvements. Currently, we project that the PSC will begin seeing patients in the 2<sup>nd</sup> quarter of 2022.

In order to be ready to see patients, the PSC will need to acquire certain equipment. Attached to this memorandum is a Quotation Summary dated September 30, 201, between the PSC and General Electric for a Super C-arm with a list price of \$209,800 and a net price of \$133,519. Also attached to this memorandum is a Lease Agreement that would allow PSC to finance the acquisition of the Super C-arm over 48 months. Given that the PSC does not have any history of operations, General Electric insists that DEVCO Guaranty the Lease.

The price of the Super C-arm and the terms of the Lease are reasonable. Therefore, we recommend that the Board authorize the execution of the Guaranty.

## Recommended Action

The Board should adopt the following motion:

The Board of Directors hereby authorizes the Chief Executive Officer to execute the Lease Guaranty in connection with the Peninsula Surgery Center’s lease of a General Electric Super C-arm and further, that the Chief Executive Officer is authorized to take any and all action she deems necessary to carry out the intent of this motion, including the execution of further documentation consistent with this motion.

Thank you.





Customer Name & Address: Peninsula Surgery Center | 350 Marine Pkwy Ste 100 | Redwood City, CA 94065-5224

This Agreement (as defined below) is by and between Peninsula Surgery Center ("Customer") and OEC Medical Systems, Inc., a GE Healthcare business ("OEC") 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 defined as 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.

**OEC 100% Uptime Guarantee:** During the warranty, if the Product fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then OEC will extend the warranty by 1 month for each full day of downtime during the weekday period. The Product is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (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.

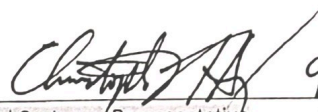
- \*Terms of Delivery: FOB DESTINATION
- \*Billing Terms: 100% billing at Ship Completion (Fulfillment) / Delivery
- \*Payment Terms: Net Due in 30 Days
- \*Quotation Expiration Date: 9/30/2021
- \*Governing Agreement (GPO or SAA): (If none, Standard GE Healthcare Terms and Conditions Apply)


- 
- \*Preferred Delivery Date: \_\_\_/\_\_\_/\_\_\_
  - \*Will Accept Delivery as Early as: \_\_\_/\_\_\_/\_\_\_ or  ASAP
  - \*Indicate Form of Payment (If there is potential to finance with a lease transaction, by GE Healthcare Equipment Finance ("GE HEF") or otherwise, select lease)
    - \_\_\_ Cash/Third Party Loan\*     GE HEF Lease    \_\_\_ GE HEF Loan
    - \_\_\_ Third Party Lease (Please identify the finance company): \_\_\_\_\_
  - \*Please select Tax status of order:
    - \_\_\_ Exempt from Sales & Use Tax (Note: GEHC must have current Tax Exemption Certificate)
    - Subject to Sales & Use Tax

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

Peninsula Surgery Center

OEC Medical Systems, Inc., a GE Healthcare business

  
 \_\_\_\_\_  
 Authorized Customer Representative      Date  
 Christopher H. Henry, CFO

  
 \_\_\_\_\_  
 Authorized Representative      Date  
 Chad W. Kendell, VP, Surgery Sales

Customer Purchase Order # \_\_\_\_\_

# Quotation Summary

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116  
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Lisa Harvey**  
**Director of Nursing**  
**Peninsula Surgery Center**  
350 Marine Pkwy Ste 100  
Redwood City, CA 94065-5224  
Phone: 5108186855

Quote Expiration Date: **9/30/2021**  
Direct Inquiries To: **Matt Anderson**  
GE Healthcare  
13 Heatherwood  
Trabuco Canyon, CA 92679  
Work Phone: 415-481-7746  
Cell Phone: 415-481-7746  
Email: mattanderson@geocimaging.com  
Fax:

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## ELITE II PMCARES PROMO

<i>Part Number</i>	<i>Qty</i>	<i>Product Description</i>	<i>List Price</i>	<i>Net Price</i>
S7005LS	1	OEC Elite™ I.I. 9" Digital Mobile Super C-arm PMCare (Pain Management Care Platform with up to 8 fps Cine) with OEC Touch	<b>\$ 205,200.00</b>	<b>\$ 130,000.00</b>
S7004NS	1	9" Laser Aimer with English Language Manual	<b>\$ 4,600.00</b>	<b>\$ 3,519.00</b>
<b>Total Investment:</b>			<b>\$ 209,800.00</b>	<b>\$ 133,519.00</b>

Shipment of the OEC Elite II C-arm expected to begin March 1, 2022. This date is approximate and not a guarantee.

# Quotation

GE Healthcare - OEC 384 Wright Brothers Drive Salt Lake City, UT 84116  
 Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Lisa Harvey**  
**Director of Nursing**  
**Peninsula Surgery Center**  
 350 Marine Pkwy Ste 100  
 Redwood City, CA 94065-5224  
 Phone: 5108186855

Quote Expiration Date: **9/30/2021**  
 Direct Inquiries To: **Matt Anderson**  
 GE Healthcare  
 13 Heatherwood  
 Trabuco Canyon, CA 92679  
 Work Phone: 415-481-7746  
 Cell Phone: 415-481-7746  
 Email: mattanderson@geoecimaging.com  
 Fax:

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## ELITE II PMCARES PROMO

Part Number	Qty	Description	List Price	Net Price
S7005LS	1	<p><b>OEC Elite™ I.I. 9" Digital Mobile Super C-arm            PMCare (Pain Management Care Platform with up            to 8 fps Cine) with OEC Touch            OEC ELITE</b></p> <p>PM Care Software Includes: Real-time digital subtraction (DSA); reference image hold; peak opacification; 8 fps cine with recording/playback rates of 4 and 8 fps; and frame-by-frame review</p> <p>9 Inch Image Intensifier: Experience renowned image quality; tri-mode imaging capabilities at 9 inch, 6 inch, and 4.5 inch; and easily removable grid</p> <p>Super C-arm: Designed to enhance C-arm movement and positioning capabilities for optimal imaging: manual adjustment of lateral rotation, cephalad/caudal tilt, wig-wag, and horizontal motion; 145° orbital rotation (55° overscan and 90° underscan); 33.0" (84 cm) depth in arc; 8.0" (20 cm) horizontal travel; 18.0" (46 cm) vertical travel; cable pushers and low resistance wheels; motorized vertical lift; and low-profile X-ray tube</p> <p>OEC ELITE STANDARD PACKAGE:</p> <p>Imaging: OEC Touch, a 15.6" (40 cm) intuitive touchscreen operator control; Live Zoom up to 4x with no change in technique; Digital Pen; image</p>	\$ 205,200.00	\$ 130,000.00



Part Number	Qty	Description	List Price	Net Price
		<p>annotation; measurement tools; SmartMetal; AutoTrak Automatic Brightness Stabilization (ABS); General-Purpose Dynamic Range Management (GDRM); Minimal Difference Spatiotemporal noise filter (MDST); noise filter with on-screen indicator; automatic and manual digital brightness and contrast control; negate mode; save/auto-save feature; swap/auto-swap feature; last image hold; 40,000 image storage; preset imaging profiles: General, General HD, Pediatric, Orthopedic, and Spine; and multi-functional footswitch and handheld controls</p> <p>Image Viewing: Incredible detail displayed with 32" (81 cm) 4K UHD color display with anti-glare and touchscreen capabilities; Viewing versatility with articulating monitor display for optimal viewing with travel of 45" (114 cm) horizontal, 17" (43 cm) vertical, 27" (67 cm) forward, and 5° up/ 5° down tilt</p> <p>Workstation with Intuitive User Interface: SmartConnect start up; ergonomically designed handles and low friction wheels; multi-purpose image directory; integrated DICOM interface; room-in-use indicator interface; examination list and customized patient information</p> <p>Dose Management: Selectable modes can be used alone or in combination and include standard, HLF, pulse, low dose, digital cine pulse and digital spot; on-screen PreView Collimator; Smart Window; radiation dose structured report (RDSR) and X-ray dose summary</p> <p>X-ray Generator and Power Management: 15 kW power from standard wall outlet; patented generator battery buffer design; power monitoring with on-screen display; controlled shutdown process; accidental power loss protection with a 20 second battery back-up power to workstation and C-arm</p> <p>Connectivity: Multiple ports including: ethernet, room interface, video output, video input, USB</p> <p>Security: Linux based operating system; password protection; blank screen function; deidentify patient information</p> <p>Warranty: One-year warranty</p> <p>OEC Clinical Excellence: Up to 2 days of in-service</p>		



<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
S7004NS	1	training by ARRT certified Clinical Imaging Specialists (CIS) during warranty period; entails up to 8 hours of training per day, provided from 7am to 5pm, Monday through Friday, excluding holidays; post-training skills assessment; radiographers may be eligible for CE credits approved by the ASRT; includes all CIS travel expenses; additional on-line training materials will be provided for future reference <b>9" Laser Aimer with English Language Manual</b> 9" Laser Aimer Asm, with English Language Manual	<b>\$ 4,600.00</b>	<b>\$ 3,519.00</b>
<b>Total Investment:</b>			<b>\$ 209,800.00</b>	<b>\$ 133,519.00</b>

Shipment of the OEC Elite II C-arm expected to begin March 1, 2022. This date is approximate and not a guarantee.

**Customer Name & Address: Peninsula Surgery Center | 350 Marine Pkwy Ste 100 | Redwood City, CA 94065-5224**

This Agreement (as defined below) is by and between Peninsula Surgery Center ("Customer") and OEC Medical Systems, Inc., a GE Healthcare business ("OEC") 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 defined as 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.

OEC 100% Uptime Guarantee: During the warranty, if the Product fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then OEC will extend the warranty by 1 month for each full day of downtime during the weekday period. The Product is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (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.

**\*Terms of Delivery:** **FOB DESTINATION**  
**\*Billing Terms:** **100% billing at Ship Completion (Fulfillment) / Delivery**  
**\*Payment Terms:** **Net Due in 30 Days**  
**\*Quotation Expiration Date:** **9/30/2021**  
**\*Governing Agreement (GPO or SAA):** (If none, Standard GE Healthcare Terms and Conditions Apply)

**\*Preferred Delivery Date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**\*Will Accept Delivery as Early as:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ or [ ] ASAP

**\*Indicate Form of Payment** (If there is potential to finance with a lease transaction, by GE Healthcare Equipment Finance ("GE HEF") or otherwise, select lease)  
 \_\_\_\_\_ Cash/Third Party Loan\*    \_\_\_\_\_ GE HEF Lease    \_\_\_\_\_ GE HEF Loan  
 \_\_\_\_\_ Third Party Lease (Please identify the finance company): \_\_\_\_\_

**\*Please select Tax status of order:** \_\_\_\_\_ Exempt from Sales & Use Tax (Note: GEHC must have current Tax Exemption Certificate)  
 \_\_\_\_\_ Subject to Sales & Use Tax

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

Peninsula Surgery Center

OEC Medical Systems, Inc., a GE Healthcare business



9/13/2021

\_\_\_\_\_  
**Authorized Customer Representative**                      Date

\_\_\_\_\_  
 Authorized Representative    Date

\_\_\_\_\_  
 Print Name and Title

Chad W. Kendell, VP, Surgery Sales  
 \_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Customer Purchase Order #

## Customer Information Form

**Bill to Address:**

Bill to Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

**Customer Delivery Address**

Delivery Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

**Delivery Information**

Does delivery require a lift gate truck?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

Does delivery require a *small* lift gate truck?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

Is loading dock available?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

**Additional Shipping Information:**

**\*\*\*Mandatory Information if ordering Wireless Dicom**

Network Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

What Network will you be using?     Wired    Wireless

Method of Assigning IP:                       DHCP (Auto)    Manual IP:

Gateway IP: \_\_\_\_\_                      Subnet Mask: \_\_\_\_\_

Primary DNS: \_\_\_\_\_                      Secondary DNS: \_\_\_\_\_  
Enter a primary and secondary Domain Name Server if used at your site. Otherwise, leave blank.

AE Title: \_\_\_\_\_                      Station Name: \_\_\_\_\_

## GE Healthcare Terms &amp; Conditions (Rev 01.30.20)

1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" are Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. **Term and Termination.** Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. **Software License.** Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

4. **Commercial Logistics.**

4.1. Order Cancellation and Modifications.

4.1.1. Cancellation. If Customer cancels an order prior to shipment without GE Healthcare's written consent, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer's order cancellation and GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2. Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2. Site Preparation. Customer is responsible for network and site preparation, including costs, in compliance with GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3. Transportation, Title and Risk of Loss. Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.

4.4. Delivery, Returns and Installation. Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Products requiring installation, if GE Healthcare delivers the Product but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the



Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.

4.5. Information Technology Professional Services ("ITPS"). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital Products.

4.6. Acceptance.

4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2. Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3. Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.6.4. Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.

4.7. Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9. Audit. GE Healthcare may audit Customer's use of Software, Subscription and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license, Subscription or use of the Healthcare Digital Product.

5. **Security Interest and Payment**.

5.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2. Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3. Lease. If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.

6. **Trade-In Equipment**. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. **Subscriptions**. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

7.1. Commencement. Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.

7.2. Renewal / Non-Renewal. The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

7.3. Subscription Equipment. Title to Equipment and Third-Party Equipment provided via Subscription ("Subscription Equipment") remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.

7.4. Support Services. Unless otherwise noted in the Quotation, GE Healthcare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

7.5. Upgrades. Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.

7.6. Access Controls. Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7. Post-Termination. Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer's access.

7.8. Professional Services. For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare's then-current pricing.

## 8. General Terms.

8.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

8.2. Governing Law. The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.

8.3. Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

8.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

8.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

8.6. Intellectual Property. GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

## 9. Compliance.

9.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

9.2. Security. GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety ("EHS"). GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

9.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

9.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund.

9.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

9.7. Connectivity. If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

9.8. Use of Data.

9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

9.8.2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

9.9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

9.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

9.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

## 10. **Disputes and Arbitration.**

10.1. Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

## 11. **Liability and Indemnity.**

11.1. Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE, OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE, OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

11.2. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

11.3. IP Indemnification. GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment or Software in accordance with the Specifications, Documentation and license.

11.4. General Indemnification.

11.4.1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

11.4.2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.

11.5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

**12. Payment and Finance.**

12.1. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

12.2. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

12.3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE Healthcare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13. **Notices**. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.

14. **Imaging Equipment Uptime Commitment**. GE Healthcare will provide an uptime commitment during warranty for CT, MR, nuclear imaging, and x-ray Equipment, excluding peripherals ("Eligible Equipment") if Customer provides GE Healthcare with: (i) access to Eligible Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to Eligible Equipment. The "Uptime Commitment" for nuclear imaging and x-ray Eligible Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems and all other Eligible Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE Healthcare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

<u>% Less than Uptime Commitment</u>	<u>Warranty Extension</u>
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

$$\left( \frac{\text{UptimeBase} - \text{Downtime}}{\text{UptimeBase}} \right)$$

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) - (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for Eligible Equipment. "Downtime" is the number of hours during which Eligible Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that Eligible Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when Eligible Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

15. **DoseWatch Device License**. Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license.

“Device” is specific Customer equipment approved by GE Healthcare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE Healthcare’s then-current rates.

## 16. Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

16.1. Overview. GE Healthcare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer (“ViewPoint Software”) and HIS interface software installed in the United States covered by a Software Maintenance Agreement (“SMA”).

### 16.2. Scope.

16.2.1. Software Support and Maintenance. GE Healthcare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE Healthcare; or (b) detection by GE Healthcare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

16.2.2. Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE Healthcare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

16.2.3. Definitions. “Error” means any Software-related problem that: (i) materially interferes with Customer’s use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. “Error Correction” means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. “Update” means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

16.2.4. Hotline Support. GE Healthcare will provide phone and email support during standard business hours, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.

16.2.5. Remote Access Support. GE Healthcare may access Software remotely via Customer’s network and GE Healthcare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE Healthcare to establish remote connections. Certain modules require remote access in order to obtain support.

16.2.6. Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED “AS IS”. GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

16.2.7. Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare’s recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare’s control; (xi) failure of Customer’s network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

16.2.8. Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days’ prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare’s invoice.

## GE Healthcare Warranty Statement (Rev 01.30.20)

### 1. Warranty.

1.1. Equipment. For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "Disabling Code" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided "AS IS" and is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at [www.gehealthcare.com/accessories](http://www.gehealthcare.com/accessories).

1.6. **Third Party Product.** Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

1.7. **Subscription Products.** Products provided via Subscription (excluding Healthcare Digital Products) are not covered by this Warranty Statement. Instead, the Subscription Products and ViewPoint Software Maintenance Terms and Conditions apply.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; and (x) replacement of disposable or consumable items.

#### 4. **Exceptions to Standard Warranty.**

**DoseWatch Explore:** DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

**Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems:** 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year

**Cyclotron and Radiopharmacy:** Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed.

**MR Systems:** Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

**Proteus XR/a, Definium and Precision 500D X-Ray Systems:** Warranty does not cover collimator bulbs

**Performix 160A (MX160) Tubes:** 3 years

**X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes:** 6 months

**X-Ray Wireless Digital Detectors:** In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer ("OEM") guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

**Bone Mineral Densitometry:** Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

**OEC New or Exchange Service Parts:** 120 days

**OEC Tubes and Image Intensifiers:** 1 year

**OEC Refurbished C-Arms:** 1 year after installation

**IGS Large Display Monitor:** Warranty coverage excludes damage caused by Customer abuse

**HealthNet Lan, Advantage Review — Remote Products:** 3 months

**LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them:** 5 years

**LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them:** 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, and LOGIQ V1/V2 Cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

**LOGIQ P9 R2.5 and newer and, Versana Premier and related transducers purchased with them:** 5 years

**Voluson P8 BT18 and newer, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 along with related transducers purchased with them:** 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

**Venue, along with related transducers purchased with it:** 5 years,

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external), peripherals and printers, TEE cleaning & storage system

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) phone support and remote repair via InSite and telephone from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental damage.

**Ultrasound Partial System Equipment Upgrades:** 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

**Veterinary Use:** Notwithstanding anything herein, any Product validated and sold by GE Healthcare for specific use in the veterinary market shall have a one (1) year warranty.

**Batteries:** 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

**CARESCAPE Monitors B450, B650 and B850:** 3 years parts, 1 year labor (excluding displays, which are standard)

**B40 Monitors:** 2 years parts, 1 year labor (excluding displays, which are standard)

**B105 and B125 Patient Monitors:** 3 years parts and labor coverage with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

**Novii Wireless Patch System- Interface and Pods:** 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

**MAC 2000 and 3500:** 3 years

**CARESCAPE V100 and VC150 Vital Signs Monitors:** 2 years

**CARESCAPE T14 Transmitter:** 2 years

**SEER 1000:** 2 years

**Exergen:** 4 years

**Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed:** 7 year parts warranty on heater cal rod

**Microenvironment and Phototherapy consumable components:** 1 month

**Corometrics® Fetal Monitoring:** Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

**Corometrics® Nautilus Transducers:** 2 years

**Lullaby Phototherapy System:** 3 years on lamp assembly

**Blood pressure cuffs and related adaptors and air hoses:** 1 month

**Anesthesia Monitor Mounting Solutions:** If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

**Tec 850 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years





Internal Contract Reference Number:

Internal Order Reference Number:

## Lease Agreement Dated As Of: September 30, 2021

Customer's Legal Name and Billing Address (together with the other party(ies) executing this agreement as a lessee, jointly and severally, "Lessee")	Equipment Site (If different)*
<b>Name:</b> PENINSULA SURGERY CENTER, LLC  <b>Street Address:</b> 350 Marine Parkway <b>City, State, Zip:</b> Redwood City, CA 94065	<b>Name:</b> Peninsula Surgery Center  <b>Street Address:</b> 350 Marine Parkway, Suite 100 <b>City, State, Zip:</b> Redwood City, CA 94065

Subject to the terms and conditions of this Lease Agreement (this "Agreement"), and subject to credit approval, GE HFS, LLC (together with its successors and assigns, "Lessor"), agrees to lease to Lessee the Equipment described below. Lessee hereby authorizes Lessor and/or any proposed assignee of Lessor, investor or participant in this transaction to perform all background, credit, judgment, lien and other checks and searches (including to review credit reports from a national credit bureau) as any such party deems appropriate in its sole judgment in connection with credit approval of the transactions evidenced hereby, and subsequently for the purposes of updating, renewing or extending the credit evidenced hereby and for reviewing or collecting amounts due hereunder.

\*Lessee (i) will promptly confirm to Lessor any change in the location of any Equipment from the above Equipment Site address and (ii) authorizes Lessor to update the above Equipment Site address based on the final location of the Equipment.

EQUIPMENT DESCRIPTION Supplier/Manufacturer ("Supplier")	Number of Units	Model, Unit # and/or Type of Equipment ("Equipment")
GE OEC	1 (One)	OEC Elite I.I. 9" Digital Mobile Super C-arm PMCare

**1. TERM; MONTHLY PAYMENT:** The term hereof ("Term") begins on the earlier of the date (i) on which the Equipment has been delivered to the Equipment Site and has been assembled and/or installed (to the extent assembly and/or installation is required) and (ii) Lessee first uses the Equipment (the "Start Date"), provided that if Lessor requires a certificate of acceptance ("C of A") with respect to the Equipment, then the Term will begin upon Lessor's receipt of such C of A signed by Lessee. Beginning on the Start Date, Lessee shall remit the Monthly Payments set forth below ("Monthly Payments") and other sums to Lessor to the address specified by Lessor. In states assessing upfront sales and use tax, the Monthly Payments will be adjusted to include the applicable sales and use tax amortized over the Term using a rate that preserves Lessor's economic yield for the transaction described herein. Monthly Payments may be adjusted prior to the Start Date for changes in market conditions as determined by Lessor in its sole discretion. If the Start Date does not occur on or before the date which is the earlier of (i) 30 days following the date hereof or (ii) December 31 of the calendar year in which the date hereof occurs, then the Monthly Payments may be adjusted by Lessor on or before the Start Date. In addition, Lessor may adjust the Monthly Payments, up or down, by no more than 10% to account for Equipment change orders, Equipment returns, invoicing errors, and similar matters. Lessor will notify Lessee of any adjustment pursuant to this paragraph. A \$200 documentation fee will be due from Lessee and will be billed on the first Monthly Payment invoice. Lessee shall initial below to indicate the applicable Term and Monthly Payment.

Lessee Initial	Term (Months)	Monthly Payment
	48	6 Month(s) at \$99.00 42 Month(s) at \$2,751.94

**2. NET LEASE; PAYMENT OBLIGATIONS:** This Agreement is a net lease and is non-cancelable. Lessee's obligation to pay Monthly Payments and other amounts due by Lessee under this Agreement (collectively, the "Obligations") is unconditional. Lessee must pay all Obligations to Lessor, even if any defect in, damage to, or loss of use of, any Equipment occurs for any reason (each, an "Equipment Loss"). Any claims for an Equipment Loss or for breach by Supplier of any service or warranty obligations can be pursued only against the Supplier. Lessee cannot withhold or set off any amounts owing to Lessor because of claims that Lessee may have against Supplier or any other manufacturer or service provider. If any amount due hereunder is not received within three days after its due date, Lessee shall pay, in addition to the amount due, a late payment charge of the greater of 5% of such unpaid amount or \$35.00, but not exceeding any lawful maximum. Credit to Lessee's account may be delayed if (i) payment is not received at Lessor's payment address indicated in Lessor's invoice or other instructions from Lessor, or (ii) payment is received in any form other than direct debit, wires, company checks or certified checks. Delayed credit may cause Lessee to incur a late payment charge. All credit for payments is subject to final payment by the institution on which the item was drawn. All payments made to Lessor hereunder may be applied by Lessor in any order or manner, in its sole discretion, to late charges, rent payments, interest, principal and other amounts due hereunder, or under any other agreement. Lessor may at its option offset and deduct any liability or obligation of Lessee from any or all sums owed by Lessor to Lessee. Written communication concerning disputed payment amounts, including any check or other payment instrument that is tendered as full satisfaction of a disputed amount, or is tendered with other conditions or limitations, must be mailed or delivered to Lessor at its address stated herein or at such other address that Lessor may specify.

**3. TAXES:** (a) If Lessor is charged, assessed or pays any taxes, fees and assessments due, assessed or levied against any Equipment or this Agreement (collectively "Taxes"), Lessee will promptly reimburse Lessor (on an after tax basis) therefor, except for Taxes on the net income of Lessor. If Lessee claims exemption from any Taxes, Lessee shall deliver to Lessor a tax exemption certificate and such other documents as Lessor may request. (b) WITH RESPECT TO PROPERTY TAXES, LESSEE AGREES THAT IT SHALL NOT REPORT OR PAY ANY PROPERTY TAXES ON THE EQUIPMENT UNLESS (I) AGREED IN WRITING BETWEEN LESSOR AND LESSEE OR (II) REQUIRED BY APPLICABLE LAW. Upon Lessor's request, Lessee will send Lessor a copy of each tax report or return and evidence of Lessee's payment of such Taxes. If Lessor reports and pays property taxes related to the Equipment, Lessee shall pay to Lessor a property tax administration fee equal to \$12 per unit of Equipment per year during the Term for Lessor's internal and external costs in the administration of such property taxes, not to exceed the lawful maximum.

**4. USE, OPERATION AND MAINTENANCE:** (a.) Lessee will (i) comply with all laws, rules and regulations applicable to the Equipment (including its use) and Lessee, including, without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing, (ii) use the Equipment for commercial purposes and not for personal, family or household purposes, (iii) keep the Equipment free and clear of all liens, (iv) not move any Equipment from the Equipment Site and (v) maintain the Equipment in good operating order in accordance with the manufacturer's recommendations. (b.) All additions, parts, supplies, accessories, and equipment ("Additions") furnished or attached to any Equipment that are not readily removable shall become the property of Lessor. Lessee will not attach or install any Equipment to or in any other personal or real property. Any service, repair or replacement of any parts, components or accessories of or to the Equipment ("Parts") shall be performed only by the original Equipment manufacturer ("OEM") or such other service provider approved by Lessor and only with OEM Parts (or if an OEM Part is not available,

with a Part supplied by a manufacturer approved by Lessor). (c) Lessee shall promptly provide to the Supplier and the manufacturer of the Equipment (if different than the Supplier) any and all information received or generated by Lessee (regardless of how and in what form received or generated) that alleges any deficiencies related to the identity, labeling, quality, durability, reliability, safety, effectiveness and/or performance of the Equipment.

**5. LOSS OR DAMAGE; CASUALTY VALUE; INSURANCE:** Lessor bears no responsibility for transporting, or the risk of any loss, disappearance or damage of or to, the Equipment or any part thereof, all such responsibility and risks being assumed by Lessee. Within ten days of learning that any Equipment is lost, irreparably damaged or permanently unfit for use ("**Casualty**"), Lessee will provide Lessor full details of the Casualty and will pay to Lessor an amount equal to (i) the sum of all future Monthly Payments, plus the present value of Lessor's anticipated residual interest in the Equipment, each discounted to its net present value at a simple interest rate of 4% per annum (or if less, the maximum lawful rate) ("**Casualty Value**"); plus (ii) any other amounts due hereunder. Lessee shall continue to pay Monthly Payments until Lessor receives the Casualty Value and all other amounts then due hereunder, at which time this Agreement will terminate. Lessee shall at its own expense maintain casualty insurance on the Equipment with carriers acceptable to Lessor for an amount equal to the higher of the Casualty Value and the full replacement cost of the Equipment, and against such hazards as Lessor may require, with losses under the policies payable to Lessor as lender loss payee, and liability insurance (minimum of **\$2,000,000.00**) for personal injuries, death and/or property damages on terms satisfactory to Lessor, naming Lessor as an additional insured.

**6. DEFAULT AND REMEDIES:** (a) Lessor may declare Lessee in default hereunder if: (i) Lessee fails to pay any Obligations within ten days of the due date; (ii) Lessee breaches any of its other obligations hereunder and fails to cure that breach within 30 days after written notice from Lessor; (iii) Lessee or any guarantor of any of the Obligations ("**Guarantor**") dissolves, becomes insolvent or ceases to do business as a going concern; (iv) any individual Guarantor dies or is declared incompetent; or (v) Lessee or any Guarantor defaults under any other agreement with Lessor or an affiliate of Lessor. (b) Upon the occurrence of any default, Lessor may do one or more of the following: (i) declare all Obligations (including all future Monthly Payments) immediately due and payable; (ii) take possession of, and/or require Lessee to return, the Equipment; or (iii) pursue any other remedy available at law or in equity. Waiver of any default shall not be a waiver of any other or subsequent default. Lessee shall pay Lessor for any and all actual attorneys' fees and other expenses incurred by Lessor in connection with the enforcement of Lessor's rights and remedies hereunder.

**7. INDEMNIFICATION:** LESSEE SHALL INDEMNIFY AND HOLD LESSOR, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES, INCLUDING LEGAL EXPENSES, OF WHATSOEVER KIND ARISING OUT OF OR RELATING TO THE EQUIPMENT OR THIS AGREEMENT ("**CLAIMS**"), INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING OUT OF THE SELECTION, MANUFACTURE OR PURCHASE OF THE EQUIPMENT, OWNERSHIP OF THE EQUIPMENT DURING THE TERM, AND THE DELIVERY, POSSESSION, MAINTENANCE, AND OPERATION OF THE EQUIPMENT. LESSEE SHALL, UPON LESSOR'S REQUEST, DEFEND ANY ACTIONS BASED ON, OR ARISING OUT OF, ANY OF THE FOREGOING.

**8. PURCHASE OPTION:** If Lessee is not in default, Lessee may, upon not less than 180 days prior written notice, purchase all of the Equipment at lease expiration on an "AS IS, WHERE IS" basis for its then Fair Market Value, plus all applicable taxes, which notice Lessee shall deliver via certified mail to 9900 Innovation Drive, Wauwatosa, WI 53226 Attn: VP Asset Management. "**Fair Market Value**" means the price that a willing buyer would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell. In determining Fair Market Value, the Equipment shall be valued on a fully assembled, installed and operational basis and shall be assumed to be in the condition in which it is required to be maintained and returned hereunder. If Lessor and Lessee are unable to agree on Fair Market Value, Lessor shall appoint, at least 135 days before lease expiration, an independent appraiser (reasonably acceptable to Lessee) to determine Fair Market Value, which determination shall be final, binding and conclusive. Lessee shall pay all costs of such appraisal.

**9. REMOVAL AND RETURN OF EQUIPMENT:** At the expiration or earlier termination hereof, Lessee shall, at its expense, return all of the Equipment to a place designated by Lessor; provided, however, that Lessor, in its sole discretion, may require that the OEM or other service provider approved by Lessor de-install, crate and/or transport the Equipment, the costs of which shall be borne by Lessee. Lessee shall, at its expense, ensure that the Equipment, upon receipt by Lessor, is in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order and condition. All waste material and fluid must be removed from the Equipment, and disposed of, by Lessee in accordance with all applicable laws and Lessee shall otherwise clean the Equipment in accordance with all manufacturer recommended and state-of-the-art protocols, industry standards and all applicable laws and regulations. Upon the request of Lessor (or its agent), Lessee shall deliver to Lessor (or its agent) prior to the removal and return of the Equipment a certificate pursuant to which Lessee shall (i) certify that the Equipment has been cleaned to remove any hazardous substances and that the area around the Equipment has been made safe and accessible, and (ii) specify whether the Equipment has been in contact with any radioactivity, infectious or hazardous biological substances and/or any other hazardous chemicals (and if so, provide the details of such contact), and whether the Equipment contains any liquid and/or gas (and if so, describing the same). Lessee bears the risk of loss until the Equipment is delivered to the location designated by Lessor. Lessee shall make the Equipment available for on-site operational inspection by potential purchasers at least 120 days prior to and continuing up to the termination hereof. Lessee shall continue to remit Monthly Payments to Lessor until all Equipment has been returned to Lessor as and when required hereunder, and the amount of each such Monthly Payment shall equal the highest Monthly Payment payable during the Term. Notwithstanding the foregoing, Lessee does not have a legally enforceable option to extend or renew this Agreement, or a legally enforceable option to compel any such extension or renewal.

**10. ASSIGNMENT:** LESSEE SHALL NOT SELL, ASSIGN OR SUBLEASE ANY EQUIPMENT OR THE INTEREST OF LESSEE THEREIN OR THE RIGHTS OR OBLIGATIONS OF LESSEE HEREUNDER WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, AND ANY SUCH PURPORTED SALE, ASSIGNMENT OR SUBLEASE SHALL BE NULL AND VOID. Lessor may, without the consent of Lessee, assign this Agreement and its interest in the Equipment. Upon receipt of written notice of an assignment from Lessor, Lessee will pay all Monthly Payments and all other amounts payable hereunder to such assignee or as instructed by Lessor. Lessee waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim that Lessee has or may at any time have against Lessor.

**11. PROTECTED HEALTH INFORMATION:** Lessee shall not disclose any Protected Health Information (as defined in 45 C.F.R. § 160.103) ("**PHI**") to Lessor. Prior to Lessor obtaining possession of the Equipment, whether after default, termination hereof or otherwise, Lessee shall remove any and all PHI from the Equipment, including from any software, and ensure that the transfer of the Equipment will not result in Disclosure (as defined in 45 C.F.R. § 160.103) of any PHI.

**12. TITLE; FILINGS:** Lessor shall retain title to the Equipment during the Term. Lessee authorizes Lessor to file a precautionary financing statement and amendments thereto describing the Equipment and containing any other information required by the applicable Uniform Commercial Code ("**UCC**"). If and to the extent this Agreement is deemed a security agreement, Lessee hereby grants to Lessor, as security for all Obligations, a security interest in all of Lessee's rights, title and interest in and to the Equipment, all Additions thereto, the general intangibles related thereto, and all proceeds of the foregoing.

**13. MISCELLANEOUS; LESSEE AND LESSOR WAIVE ALL RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.** The terms "hereof", "hereunder" and "herein" are references to this Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right at any other time to demand strict compliance with this Agreement. If more than one Lessee is named herein, the liability of each shall be joint and several. All required notices shall be deemed adequately given if sent by registered or certified mail, or by a nationally recognized overnight courier service, if to Lessor, at 9900 Innovation Drive, Wauwatosa, WI 53226, and if to Lessee, at its address stated herein, or in each case at such other place as such addressee may have specified in writing by notice as prescribed herein. This Agreement and any addenda and annexes constitute the entire agreement of the parties with respect to the subject matter hereof. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF CALIFORNIA (WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES). If any provision hereof is in conflict with any applicable law or rule, then such provision will be deemed null and void to the extent that it may conflict therewith, but without invalidating any other provision(s) hereof. This Agreement will be binding upon Lessee, its successors and assigns, and will inure to the benefit of Lessor, its successors and assigns. No modification of this Agreement or any waiver of any of its terms shall be valid unless in writing and signed by the parties hereto; provided, however, that Lessor may make adjustments to the Monthly Payments, to the extent permitted herein. Lessee has not received any tax or accounting advice from Lessor. The provisions hereof regarding "Taxes", "Default and Remedies", "Indemnification" and "Disclaimer" will continue in full force and effect after the expiration or termination hereof. Lessee will furnish its annual financial statements and such interim statements as Lessor may request, in form satisfactory to Lessor, prepared on the basis of generally accepted accounting principles, complete and correct, and fairly presenting Lessee's financial condition as of the date thereof. Lessor may at any reasonable time inspect the Equipment. Lessor may receive compensation and/or discounts ("**Discounts**") from the Supplier or manufacturer of the Equipment in order to enable Lessor to reduce the cost of Lessee's lease below what Lessor otherwise would charge. If Lessor received any Discounts, such Discounts are reflected in the Monthly Payments. Any such Discounts provided are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, Lessee must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all Discounts provided hereunder and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to Lessee concerning the Discounts. Lessee agrees that Lessor may pay fees or other compensation to Supplier and/or manufacturer of the Equipment, a broker or other third party in connection herewith, which, if so paid, may have resulted in the Monthly Payments being higher than they would have been had such amounts not been paid. Lessee and each of its affiliates authorize Lessor to disclose information (other than PHI) about Lessee and its affiliates that Lessor may at any time possess to (i) any party with a financial interest herein or the Equipment, and (ii) any state or federal regulator with supervisory authority over Lessor.

**14. UCC ARTICLE 2A NOTICE; DISCLAIMER:** THIS AGREEMENT IS A "FINANCE LEASE" AS DEFINED UNDER UCC SECTION 2A-103. LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION HEREOF: (A) THE SUPPLIER OF THE EQUIPMENT IS IDENTIFIED ABOVE, (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES PROVIDED TO LESSOR BY SUPPLIER WITH RESPECT TO THE EQUIPMENT, AND (C) LESSEE MAY COMMUNICATE WITH SUPPLIER AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF PROMISES OR WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A OF THE APPLICABLE UCC. LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUCH AS

LOST PROFITS OR REVENUES. LESSEE AUTHORIZES LESSOR (WITHOUT ANY FURTHER NOTICE) TO INSERT ANY MISSING INFORMATION AND TO CORRECT OBVIOUS ERRORS (INCLUDING ANY ERRORS WITH RESPECT TO LESSEE'S CORRECT LEGAL NAME) BUT NO OTHER VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY EACH PARTY HERETO.

**15. EXECUTION; SIGNATURE:** As used in this section, "Document" shall mean this Agreement and each document executed in connection herewith or therewith, including, without limitation, any Guaranty executed in connection herewith. Unless Lessor requires that Lessee manually sign a Document with ink on paper and deliver such manually signed Document to Lessor, a Document may, in Lessor's sole discretion, be executed and delivered by electronic or digital means (each, an "electronic" signature). In such case, the execution and delivery by electronic or digital means of an executed counterpart signature page to a Document shall be effective as delivery of an original executed counterpart of such Document, and the words "execution," "signed," "signature," and words of like import in each Document shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act or any other similar state laws based on the Uniform Electronic Transactions Act and the Uniform Commercial Code, each as amended. Lessor and Lessee intend that each Document executed and delivered by electronic or digital means shall be the sole original authenticated Document for all purposes (including perfection of security interests, enforceability and admissibility of evidence); and to the extent, if any, that any Document constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security interest in such Document may be created through the transfer or possession of any counterpart or copy thereof, other than the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided further, that in the event of conversion of electronic chattel paper into tangible chattel paper ("Paper Out"), or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of the Document, the "Paper Out" printed version of such Document shall constitute the sole chattel paper original and authoritative version. Lessee agrees not to contest the validity or enforceability of any electronic signature (or the authority of a person signing a Document digitally or electronically) or to raise as a defense to the enforcement of any Document that Lessee or any other party thereto used digital or other electronic means to transmit its signature on such Document. Lessee hereby represents and warrants that it has not modified any Document sent to Lessee for signature.

**16. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who enters into a transaction with such financial institution. What this means for Lessee: Lessor may ask for Lessee's name, address and other information that will allow Lessor to identify Lessee. Lessor may also ask to see identifying documents.**

LESSOR: GE HFS, LLC

LESSEE: PENINSULA SURGERY CENTER, LLC

Authorized Signature: \_\_\_\_\_

Authorized Signature: X

Printed Name: \_\_\_\_\_

Printed Name: X

Title: Duly Authorized Signatory

Title: X

Lessee Federal Tax ID#: X

No. of Yrs. In Business: X

No. of Owners: \_\_\_\_\_

Principal's Name: \_\_\_\_\_

Principal's SS#: \_\_\_\_\_

Date of Birth (for individual Lessee): \_\_\_\_\_

## Guaranty

In consideration of Lessor's agreement to enter into the above Lease Agreement (the "Agreement") in reliance on this Guaranty, each of the undersigned (each a "Guarantor") unconditionally and irrevocably guarantees (jointly and severally if more than one) to Lessor, its successors and assigns, the prompt payment and performance of all Obligations (as defined in the Agreement). Each Guarantor (a) agrees that this is a guaranty of payment and not of collection, and that Lessor can proceed directly against any Guarantor without disposing of any collateral security or seeking to collect from Lessee or any other Guarantor, (b) waives all suretyship defenses and notices, including those of protest, presentment and demand, (c) waives any right of subrogation, contribution, reimbursement or indemnity against Lessee or any other Guarantor until all Obligations owing to Lessor have been paid in full, (d) acknowledges that Lessor may change the terms of the Agreement without notice to any Guarantor, and each Guarantor shall be bound by such changes, (e) will pay all costs incurred by Lessor in the enforcement of this Guaranty and collection of the Obligations, and (f) agrees that it shall not assign its obligations under this Guaranty. This Guaranty will survive any bankruptcy of Lessee and binds any and all successors and assigns of each Guarantor. If any Guarantor is a corporation, partnership or limited liability company, this Guaranty has been duly authorized by all necessary organizational action. THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WILL GOVERN THIS GUARANTY. EACH GUARANTOR WAIVES THE RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE AGREEMENT OR THIS GUARANTY. Each Guarantor hereby authorizes Lessor and/or any proposed assignee of Lessor or proposed investor or participant in the transactions evidenced hereby and by the Agreement to perform all background, credit, judgment, lien and other checks and searches (including to review credit reports from a national credit bureau) as any such party deems appropriate in its sole judgment in connection with credit approval of such transactions, and subsequently for the purposes of updating, renewing or extending the credit evidenced thereby and for reviewing or collecting amounts due thereunder.

**Personal Guarantor:** \_\_\_\_\_ Ownership %: \_\_\_\_\_

Home Address: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Signature: **X** \_\_\_\_\_

**Personal Guarantor:** \_\_\_\_\_ Ownership %: \_\_\_\_\_

Home Address: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Signature: **X** \_\_\_\_\_

**Personal Guarantor:** \_\_\_\_\_ Ownership %: \_\_\_\_\_

Home Address: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Signature: **X** \_\_\_\_\_

**Corporate Guarantor:** WASHINGTON TOWNSHIP HOSPITAL  
DEVELOPMENT CORPORATION By: **X** \_\_\_\_\_

Address: **X** \_\_\_\_\_ Title: **X** \_\_\_\_\_

City, State, Zip: **X** \_\_\_\_\_

Federal Tax ID No.: **X** \_\_\_\_\_ Signature: **X** \cgs\ \_\_\_\_\_

**Corporate Guarantor:** \_\_\_\_\_ By: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ Signature: **X** \_\_\_\_\_

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. If your application for business credit is denied or conditionally approved, you have the right to a written statement of the specific reasons for the denial or the conditional approval. To obtain the statement, please send a written request to GE HFS, LLC, ATTN: Risk Manager, 9900 Innovation Drive, Wauwatosa, WI 53226 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial or condition within 30 days of receiving your request for the statement. Please save a copy of this document for future reference.

# Customer Invoice Set-Up Form

Form required to ensure invoices are correct and routed appropriately within your organization.

Please contact your **Accounts Payable** department to complete and return with executed contract or send by e-mail to:

Name Mary Ban

Email mary.ban@ge.com

**Form Completed by:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

*\*GE will contact this person if there are questions*

### Invoice Address and Contact Information

Please confirm the accuracy of the Current Invoicing Information below. If changes are needed, please indicate them in the box below.

Current Invoicing Information		Change Invoicing Information To	
Customer Name on Invoice:	PENINSULA SURGERY CENTER, LLC	Customer Name on Invoice:	
Billing Address:	350 Marine Parkway	Billing Address:	
Billing City, State, Zip:	Redwood City, CA 94065	Billing City, State, Zip:	
Billing Contact Name:		Billing Contact Name:	
E-mail address:		E-mail address:	
Phone #:		Phone #:	

- Paper invoices to be mailed to the Address above **Or**
- Paperless – Invoices to be emailed to: \_\_\_\_\_  
 (Enter email for the paperless invoices to be sent to)

**Please complete the information in the below sections, if applicable.**

**Would you like all accounts billed with the same payment due date on the same invoice?**      **Yes**      **No**

*\*Only accounts with the same Billing Address and Payable Contact are eligible*

If yes, please provide the Billing ID Number from your most recent invoice: \_\_\_\_\_

**Will invoice payment be made by another party on your behalf?**      **Yes**      **No**

Party Paying Invoice: Name \_\_\_\_\_ Address \_\_\_\_\_ Relationship \_\_\_\_\_

Please confirm required fields to pay your invoice:	Required	Not Required
PO # - If yes, please provide along with expiration date _____	<input type="checkbox"/>	<input type="checkbox"/>
Customer Internal Reference # / Detail - If yes, please provide _____	<input type="checkbox"/>	<input type="checkbox"/>
Equipment / Asset Description _____	<input type="checkbox"/>	<input type="checkbox"/>
Equipment / Asset Location _____	<input type="checkbox"/>	<input type="checkbox"/>

**Equipment Location: Please confirm equipment location on front of financing document.**

TAX INFORMATION:	Yes	No
Sales Tax Exempt: Please provide a current certificate	<input type="checkbox"/>	<input type="checkbox"/>
Property Tax Exempt: If you are exempt from property tax and believe that your tax-exempt status flows through to GE HFS, LLC, please provide the appropriate documentation. Upon review and validation of all such property tax exemption supporting documentation for the applicable jurisdiction, GE HFS, LLC will approve and apply the exemption for property taxes.	<input type="checkbox"/>	<input type="checkbox"/>

**Return To:**

Name: Mary Ban

Phone #: (262) 794-7578

Email: mary.ban@ge.com