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**OLYMPUS**

OLYMPUS FINANCIAL SERVICES®

OLYMPUS® COST PER PROCEDURE® (CPP®) AGREEMENT (for MEDICAL PRODUCTS)

CPP Agreement Number: CPP-032107-3A

"Olympus": Olympus America Inc.  
3500 Corporate Parkway  
P.O. Box 610  
Center Valley, PA 18034-0610

"User": Hoboken Municipal Hospital Authority  
Hoboken University Medical Center  
308 Willow Avenue  
Hoboken, NJ 07030

Upon its execution of and subject to this Olympus Cost Per Procedure (CPP) Agreement, including the Terms and Conditions, schedules, and exhibits annexed hereto (collectively this "CPP Agreement"), Olympus hereby rents to User and User hereby rents from Olympus the Equipment (as defined below) for the Term of this CPP Agreement.

KEY DEFINITIONS

(a) "Commencement Date" shall mean the first calendar day of the month immediately following the date of complete delivery of the Equipment to the Equipment Location or the date of the first clinical use of any item of the Equipment by User, whichever is earlier.

(b) "Comprehensive Service Protection" or "CSP" shall be as described in Schedule B annexed hereto. (Applicable only if Olympus circles the word "Service" which follows immediately)

FOR OLYMPUS USE ONLY: Service

No Service

(c) "CSP Equipment" is defined in Schedule B and listed on Schedule B-1 annexed hereto. (Applicable only if Olympus circles the word "Service" immediately above.)

(d) "EndoWorks Support and Maintenance" or "ESM" shall be as described in Schedule C annexed hereto. (Applicable only if Olympus circles the word "EndoWorks Service" which follows immediately)

FOR OLYMPUS USE ONLY: EndoWorks Service

No EndoWorks Service

(e) "EndoWorks Products" are defined in Schedule C and listed on Schedule C-1 annexed hereto. (Applicable only if Olympus circles "EndoWorks Service" immediately above.)

(f) "Equipment" shall mean the equipment listed on Schedule A annexed hereto.

(g) "Equipment Location" shall mean the following address where the Equipment is to be delivered and installed:

308 Willow Avenue, Hoboken, NJ 07030

User shall not move the Equipment from the Equipment Location without the prior written consent of Olympus.

(h) "Monthly Payment" shall mean the product of (i) Procedures per month multiplied by (ii) the Procedure Rate; plus all applicable taxes.

(i) "Procedure" shall mean any act involving any item of Equipment performed by User, or any of its agents, employees, representatives or independent contractors.

(j) "Procedure Rate" is \$ 44.97 per Procedure.

(k) "Term" shall mean the 36 - month period beginning on the Commencement Date.

(l) "Total Term Procedure Volume" is 10,800 Procedures.

(m) "Twelve-Month Milestone Minimum" shall mean the minimum number of Procedures for which User must remit payment by the end of each twelve-month period of the Term, in accordance with the following table (see Section 2(b) for further detail):

<u>End of Month</u>	<u>Twelve-Month Milestone Minima</u>
12	<u>2,880</u>
24	<u>6,480</u>
36	<u>10,800</u>
48	<u>N/A</u>
60	<u>N/A</u>

(n) "Twelve-Month Procedure Volume" is 3,600 Procedures.

### TERMS AND CONDITIONS

1. **DELIVERY OF EQUIPMENT.** Delivery of the Equipment shall be F.O.B. shipping point, provided however, if Olympus selects the carrier, Olympus will pay reasonable shipping charges for the Equipment and shall file claims with the carrier in the event of loss or damage to any Equipment in transit. Upon delivery of the Equipment to the Equipment Location, User shall inspect the Equipment to ensure that the Equipment meets Olympus published specifications. If, within five days of delivery, User fails to advise Olympus of any failure of the Equipment to meet Olympus published specifications, User shall be deemed to have unconditionally accepted the Equipment for all purposes of this CPP Agreement. Olympus will provide confirmation to User of the Commencement Date. Olympus shall not be liable for specific performance of this CPP Agreement.

2. **PAYMENTS.** (a) User shall remit a Monthly Payment to Olympus for each month of the Term. All Monthly Payments and other amounts due hereunder shall be made by User unconditionally without defense, counterclaim, or offset of any kind for any reason whatsoever. User shall report to Olympus the number of Procedures performed during each calendar month by the tenth (10th) day of the immediately subsequent calendar month. Olympus will invoice User each month for reported Procedures or minimum Procedures, as the case may be, relating to the immediately preceding month. Such invoice shall be due and payable within thirty (30) days of the date of invoice (in the event that User does not receive an invoice from Olympus, User's Monthly Payment shall be due no later than the 45<sup>th</sup> day following the close of the particular month for which payment is owed). If User fails to report a month's Procedure volume by the tenth (10th) day of the immediately subsequent month, Olympus will issue, and User agrees to pay, an invoice to User for 300 Procedures.

(b) At the conclusion of each twelve-month period of the Term, Olympus will determine whether User has remitted payment for the minimum aggregate number of Procedures since the Commencement Date (*see table in Key Definition (m)*). Within thirty (30) days after the end of each twelve-month period of the Term, User shall immediately remit payment to Olympus for the number of Procedures equal to the difference between the Twelve-Month Milestone Minimum and the number of Procedures actually paid for since the Commencement Date. The Twelve-Month Milestone Minima (set forth in Key Definition (m)) were calculated as follows:

- Twelve-Month Milestone Minimum for the initial twelve-month period = 80% of the Twelve-Month Procedure Volume;
- Twelve-Month Milestone Minimum for the second twelve-month period = 90% of the Twelve-Month Procedure Volume multiplied by two (2);
- Twelve-Month Milestone Minimum for the third twelve-month period = 100% of the Twelve-Month Procedure Volume multiplied by three (3);
- Twelve-Month Milestone Minimum for the fourth twelve-month period (*if applicable*) = 100% of the Twelve-Month Procedure Volume multiplied by four (4);
- Twelve-Month Milestone Minimum for the fifth twelve-month period (*if applicable*) = 100% of the Twelve-Month Procedure Volume multiplied by five (5).

(c) Upon reasonable notice to User, Olympus and/or its representative shall have the right to audit the relevant books and records of User, during User's normal business hours and at Olympus's expense, to determine whether User has accurately reported to Olympus the number of Procedures performed. The expiration or earlier termination (for any reason or no reason) of this CPP Agreement shall not release User from its obligation to pay any amount owed to Olympus hereunder (including without limitation the Monthly Payments) or operate to discharge any liability or obligation to Olympus incurred by User prior to, contemporaneous with, or after the expiration or termination date. To the extent allowed by law, any delinquent payment or payments made by Olympus on User's behalf shall continue to accrue interest at the rate of 12% per year or the highest lawful rate per annum from the due date until paid.

3. **LIMITED WARRANTY: END-USER LICENSE AGREEMENT.** The Equipment's limited warranty is delivered with the Equipment. If "Service" is circled by Olympus in Key Definition (b) on page 1, the warranty period for new CV processors and CLV light sources shall be thirty-six (36) months. If "EndoWorks Service" is circled by Olympus in Key Definition (d) on page 1, the EndoWorks End-User License Agreement is delivered with the EndoWorks Products.

4. **TITLE.** The Equipment is and shall remain the sole personal property of Olympus. No right, title or interest in the Equipment shall pass to User other than those rights expressly set forth herein. User shall, at its expense, protect and defend Olympus's title to the Equipment and shall at all times keep the Equipment free from any legal process and/or encumbrances whatsoever, including but not limited to liens, attachments, levies and executions, and User shall give Olympus immediate written notice thereof and shall indemnify Olympus for any loss caused by the failure of User to take action as provided herein. Olympus shall have the right to enter upon the premises where the Equipment is located, upon at least 24 hours notice and during User's normal business hours, for the purpose of confirming its existence, condition, and proper maintenance, and performing Comprehensive Service Protection (if applicable) and EndoWorks Support and Maintenance (if applicable).

5. **REPRESENTATIONS, WARRANTIES, & COVENANTS OF USER.** User represents, warrants, and/or covenants to Olympus that: (a) the Equipment will be used only (i) by User and properly licensed physicians who perform Procedures on User's behalf at the Equipment Location, (ii) in the manner for which it was intended, (iii) in accordance with all applicable manuals and instructions, (iv) in compliance with all applicable laws and regulations, and (v) to perform Procedures that are medically necessary and clinically appropriate, (b) subject to clause (a)(v) above, User shall use its best efforts to perform Procedures with the Equipment, (c) User has the authority to enter into this CPP Agreement, (d) the person executing this CPP Agreement on behalf of User has been duly authorized and has all required corporate approvals, (e) by entering into this CPP Agreement User is not in violation of any laws or agreements applicable to User, (f) User's obligations under this CPP Agreement are absolute and shall continue in full force and effect regardless of the inability of User to use the Equipment for any reason whatsoever, (g) except for the Comprehensive Service Protection and EndoWorks Support and Maintenance, each provided by Olympus hereunder, if any, User shall, at User's own cost and expense, maintain the Equipment in good repair, operating condition, and working order (ordinary wear and tear excepted), including but not limited to the performance of reprocessing, cleaning, and maintenance procedures described in Olympus's instruction manuals, and (h) User shall not modify, alter, or add to the Equipment (other than the use of normal operating accessories or controls) without the prior written consent of Olympus.

6. **TAXES.** In the event that any license and registration fees, sales, use, excise, personal property, and all other taxes, are assessed upon this CPP Agreement or the ownership, rental, purchase, possession or use of the Equipment during the Term, such fees and/or taxes shall be added to User's monthly invoice. Olympus shall not be obligated to contest any valuation of or tax imposed on the Equipment or this CPP Agreement. Upon receipt of any property tax bill, User will pay all property taxes directly to Olympus. By initialing the "tax-exempt" line located in the signature block of this CPP Agreement, User represents and warrants that it is a tax-exempt organization and as such is not subject to applicable taxes. Tax-exempt status must be substantiated by a copy of User's tax-exempt certificate. If (a) User is not tax-exempt, (b) User loses its tax-exempt status or is acquired by an entity which is not tax-exempt, or (c) a taxing authority imposing a tax does not permit Olympus to obtain the benefit of User's tax exemption; then (i) the payments hereunder are to be net to Olympus, and (ii) User shall pay directly to Olympus all license and registration fees, sales, use, excise, personal property, and all other taxes, which may be assessed upon this CPP Agreement or the ownership, rental, purchase, possession or use of the Equipment during the Term.

7. **LOSS OR DAMAGE.** User assumes the entire risk of loss or destruction of or damage to the Equipment from any cause whatsoever, whether or not insured, from the time the Equipment is delivered to the carrier until the Equipment is returned to and accepted by Olympus. In addition, during such period no such loss or damage shall relieve User from any obligation under this CPP Agreement. In the event of loss or destruction of or damage to the Equipment, User shall notify Olympus in writing. If

the Equipment is damaged, User shall pay Olympus for all repairs needed so that Olympus may restore the Equipment to good condition and working order (eligible for manufacturer's certification) and this CPP Agreement shall continue in full force and effect provided that User is not otherwise in default under this CPP Agreement. If the Equipment is lost or destroyed, the insurance proceeds (referenced in Section 8) shall be paid to Olympus so that the Equipment can be replaced and this CPP Agreement shall continue in full force and effect provided that User is not otherwise in default under this CPP Agreement.

8. **INSURANCE.** User shall, at its cost, keep the Equipment insured by a rated insurance company acceptable to Olympus, against theft and all risk of loss, destruction, or damage, from every cause whatsoever, for not less than the full replacement cost (when new) of the Equipment without consideration for depreciation. User will name Olympus as loss payee and as additional insured on User's property insurance policy. User shall ensure that each insurer agrees that it will provide Olympus with 30 days' prior written notice of any alteration or cancellation of such policy. Prior to shipment of the Equipment, User shall deliver to Olympus evidence satisfactory to Olympus of such insurance coverage. If User fails to comply with the foregoing, Olympus may (at its option) obtain the insurance coverage at User's cost and expense. The proceeds of any such insurance shall be paid to Olympus.

9. **DEFAULT.** Any of the following events or conditions shall constitute an event of default by User under this CPP Agreement: (i) Olympus has not received any Monthly Payment or other payment, in full, within ten days after its due date; or (ii) User fails to accurately or timely report to Olympus the number of Procedures performed; or (iii) User or any guarantor becomes insolvent, is liquidated or dissolved, stops doing business or assigns its rights or property for the benefit of creditors; or (iv) a petition is filed by or against User or any guarantor under any section or chapter of the United States Code or any successor or similar law; or (v) User (or any affiliate) is in default of or fails to fulfill the terms of any other agreement between User and Olympus or any affiliate of either; or (vi) without Olympus's consent, User attempts to remove from the Equipment Location, sell, transfer, encumber, part with possession of, or sublet any Equipment; or (vii) User or any guarantor violates any other term of this CPP Agreement or any guarantee and fails to correct such violation within ten days after written notice from Olympus; or (viii) User consolidates with or merges with or into any entity, or sells or otherwise transfers a majority of its assets or stock to any entity, or incurs a substantial amount of indebtedness other than in the ordinary course of its business, unless in each case and before the event in question, User's obligations are assumed or guaranteed in a manner satisfactory to Olympus, in its sole and absolute discretion; or (ix) (for Individuals) User or any guarantor dies or a guardian is appointed for User or the guarantor.

10. **REMEDIES.** Upon the occurrence of an event of default by User (as described in Section 9), Olympus may, at Olympus's sole discretion, exercise any and/or all of the following remedies: (a) terminate this CPP Agreement; (b) as liquidated damages for loss of a bargain and not as a penalty, declare immediately due and payable the entire balance of the Total Term Procedure Volume multiplied by the Procedure Rate, plus the then-current fair market value of the Equipment, plus any other amounts due under this CPP Agreement, including without limitation any expenses or costs incurred by Olympus in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment; (c) require User to return the Equipment in good condition, repair and working order at User's cost and expense to a location acceptable to Olympus; and/or (d) pursue any other remedy at law or in equity. User's obligations hereunder shall not abate by reason of Olympus's taking of possession of the Equipment or for any other reason. User agrees to pay to Olympus all costs and expenses, including reasonable attorneys' fees, incurred by Olympus in exercising any or all of its rights or remedies or in collecting and setting off money due or to become due under this CPP Agreement. All rights and remedies hereunder are cumulative and may be enforced separately or concurrently and from time to time. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. If there is more than one User, each User shall be jointly and severally liable under this CPP Agreement.

11. **EARLY COMPLETION OF TOTAL TERM PROCEDURE VOLUME.** In the event User pays for all Procedures comprising the Total Term Procedure Volume prior to the expiration of the Term, User may continue to use the Equipment in accordance with this CPP Agreement, including but not limited to User's obligation to report Procedures pursuant to Section 2(a) above, except that User shall have no obligation to remit payment for those Procedures performed during the balance of, and only for the balance of, the Term in excess of the Total Term Procedure Volume. Upon the expiration of the Term, User's payment obligations shall continue to accrue until such time as the Equipment is returned to and accepted by Olympus in accordance with Section 12 below.

12. **RETURN OF EQUIPMENT UPON EXPIRATION/TERMINATION.** Upon expiration or earlier termination of this CPP Agreement, User, at its own expense, shall immediately return the Equipment decontaminated, complete, and in good working order and condition (normal wear and tear excepted), to such place within the continental United States as is designated by Olympus, properly crated, freight prepaid and insured. Certain Equipment may, at Olympus's sole discretion, require de-installation by Olympus at User's cost and expense. User shall also pay to Olympus such amounts as may be necessary to cover the replacement of all damaged, broken, or missing Equipment parts. User's payment obligations shall continue to accrue after expiration or earlier termination of this CPP Agreement until such time as the Equipment is returned to and accepted by Olympus. In the event User fails to return the Equipment upon expiration or earlier termination of this CPP Agreement, Olympus or its designee may enter upon the premises where the Equipment is located, with or without demand or legal process, and peacefully repossess the Equipment, free from all claims by User and without liability for trespass, conversion, refund, or damages. Olympus may sell, assign, re-lease or otherwise dispose of the Equipment to such persons and upon such terms as Olympus may determine, at one or more public or private sales, with or without notice to User and with or without having the Equipment present at the sale. If notice of sale or re-lease is required by law, written notice not less than ten days prior thereto shall be sufficient. Olympus shall apply the net proceeds of any sale, after deducting its costs and expenses as well as any residual value assigned to the Equipment by Olympus, to User's obligations hereunder and User shall remain liable for any deficiency.

13. **ASSIGNMENT. WITHOUT THE PRIOR WRITTEN CONSENT OF OLYMPUS, USER SHALL NOT (A) SUBLET, LEND, ASSIGN, PLEDGE OR ABANDON THE EQUIPMENT, OR (B) SELL, ASSIGN, OR TRANSFER ANY RIGHTS, INTERESTS, OR OBLIGATIONS UNDER THIS CPP AGREEMENT.** All rights of Olympus in the Equipment and under this CPP Agreement may be assigned, pledged or otherwise disposed of without notice to User, in whole or in part, to one or more assignees, subject to the rights of User. User agrees that any assignee of Olympus will be entitled to receipt of all payments and User's payment obligation to such assignee shall not be subject to any abatement, offset, defense, or counterclaim. User acknowledges notice of Olympus's intent to assign without the prior written consent of User. Notwithstanding any such assignment, Olympus shall remain fully liable for its performance under this CPP Agreement and User shall not look to any assignee for the performance of any such obligations.

14. **FURTHER ASSURANCE.** User shall execute such further documents as reasonably requested by Olympus to more fully protect the rights of Olympus in the Equipment. Notwithstanding that Olympus is the owner of and retains title to the Equipment, to provide for public notice User hereby authorizes Olympus to file Uniform Commercial Code financing statements (without User's execution thereof) disclosing Olympus's interest in the Equipment. In addition, User agrees to obtain and provide to Olympus estoppel certificates, User's certified annual financial statements, landlord waivers, mortgage waivers, and/or any other documents as Olympus or its assigns may reasonably request. The statements and financial reports submitted by User to Olympus are material inducements to the granting of this CPP Agreement and any material misrepresentation therein shall constitute default under this CPP Agreement. In the event Olympus is deemed not to have title to the Equipment, User hereby conveys a security interest in the Equipment (and all proceeds thereof) in favor of Olympus to secure all obligations of User to Olympus.

15. **CHOICE OF LAW & FORUM.** This CPP Agreement shall be deemed to have been made and entered into in the Commonwealth of Pennsylvania and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws rules. The parties agree that all controversies, disputes and claims

arising out of this transaction or the breach or threatened breach of this CPP Agreement shall be adjudicated exclusively by a court of competent jurisdiction within the County of Lehigh, Commonwealth of Pennsylvania or the United States District Court in the Eastern District of Pennsylvania, except that any judgment, order, or decree obtained in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. User consents to the service of process in any action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to User at its address set forth herein. Any action by User against Olympus for any default under this CPP Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues. USER AND OLYMPUS EACH WAIVES ALL RIGHTS TO A TRIAL BY JURY.

16. **DISCOUNT DISCLOSURE.** This CPP Agreement and the payments hereunder may result in a discount or reduction in price with respect to the Equipment and services provided to User hereunder. The amount of the discount or reduction in price is not now known. When the amount of the discount or reduction in price is known, Olympus will provide that information or the net value of the Equipment to User so that User can comply with its obligation to properly disclose and appropriately reflect the net value or reduced prices of capital equipment and services on applicable cost reports or in charges to Medicare, Medicaid, and other federal health insurance programs or state health insurance programs in accordance with Section 1128B(b)(3) of the Social Security Act, 42 U.S.C. § 1320a-7b(b)(3). If User requires any further information, User may contact Olympus and such information will be provided to User.

17. **CONFIDENTIALITY.** User agrees to keep strictly confidential the provisions of this CPP Agreement and any other information relating to the pricing and structure of this transaction. This obligation of confidentiality shall be in effect from the date User executes this CPP Agreement and shall continue for a period of five (5) years thereafter, except that such obligation shall not apply to information that is publicly available through no fault of User or that must be disclosed under operation of law.

18. **LIMITATION ON LIABILITY.** USER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT USER MAY INCUR FROM DELAYED SHIPMENT OR EQUIPMENT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS CPP AGREEMENT.

19. **MISCELLANEOUS.** This CPP Agreement contains the entire agreement between User and Olympus. THIS CPP AGREEMENT MAY ONLY BE AMENDED BY ANOTHER WRITTEN DOCUMENT WHICH STATES THAT IT IS AMENDING THIS CPP AGREEMENT AND WHICH IS PROPERLY EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY. Any and all prior discussions, negotiations, commitments or understandings related hereto, if any, are hereby merged herein. Any provision or part thereof of this CPP Agreement which for any reason may be unenforceable in any jurisdiction shall not invalidate the remaining provisions or parts thereof of this CPP Agreement, which shall remain in full force and effect. A delay and/or omission in exercising any right or remedy accruing to Olympus upon any breach or default by User under this CPP Agreement shall not be construed as a waiver of any such breach or default or of any similar breach or default thereafter occurring.

20. **CONTRACT INTERPRETATION.** Each party hereto acknowledges that it has had ample opportunity to review and comment on this CPP Agreement. This CPP Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the drafter shall not apply to any provision of this CPP Agreement. The headings contained herein are for reference only and are not a part of this CPP Agreement and shall not be used in connection with the interpretation of this CPP Agreement.

**IMPORTANT**

USER AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CPP AGREEMENT. THIS CPP AGREEMENT SHALL BE NONCANCELLABLE BY USER FOR THE FULL TERM OF THIS CPP AGREEMENT.

OLYMPUS:	USER:
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>John D. Parson</u>	Name: <u>R.F. Divito</u>
Title: <u>Vice President</u>	Title: <u>CEO</u>
Title: <u>Financial Services</u>	Title: <u>CEO</u>
Date: <u>4/4/07</u>	Date: <u>3/22/07</u>
	Initial here if tax-exempt (See Section 6): <u>RFD</u>

THIS CPP AGREEMENT IS A CONFIDENTIAL AND PROPRIETARY UTILIZATION-BASED PROGRAM. THIS DOCUMENT MUST NOT BE COPIED OR DISTRIBUTED BY USER TO ANYONE OTHER THAN USER PERSONNEL INVOLVED IN ITS REVIEW.

Agreement No. CPP-032107-3A

**SCHEDULE A**

<u>QUANTITY</u>	<u>EQUIPMENT DESCRIPTION</u>
Three (3)	CV-180: Video Processor
Three (3)	CLV-180: Xenon Light Source
Ten (10)	CF-Q180AL: Adjustable Stiffness Video Colonoscope
Three (3)	PCF-Q180AL: Adjustable Stiffness Ultra-Slim Video Colonoscope
Eight (8)	GIF-Q180: Video Gastroscope
Three (3)	OEV-191: 19" LCD SD TV Flat Panel Monitor
Three (3)	OL-0013-02: Roll Stand
Four (4)	BML-V232QR-30: LITHOCRSH V BLT TIP LITHOTRIPT
Four (4)	BML-V232QR-26: LITHOCRSH V BLT TIP LITHOTRIPT
Two (2)	MAJ-441: LITHOCRSH V HNDL AUTOCLVABLE
Ten (10)	B-V231P-A: MULTI-3V TRPL LUMEN EXTRAC BAL ABV INFLATES
Ten (10)	B-V231P-B: MULTI-3V TRPL LUMEN EXTRACTION BALL BELOW
Eleven (11)	FG-V412Q: DISP HARD WIRE V-RETRIEVAL BASKET
Eleven (11)	FG-V411Q: DISP FLOWERBASKET-V WIREGUIDED 20MM
Ten (10)	MAJ-860: Active Cord for coagulation electrodes for CYF-4/4A
Twenty-four (24)	CD-B422LA: BIPOLAR HEMOSTASIS PROBE 2.3MM DOUBLE
Twenty-four (24)	HX-201UR-135LA: CLIP FIXING SINGLE USE LONG 230CM
Ten (10)	FG-600U: POLYGRAB DISPOSABLE TRIPOD GRA SPING FORCEPS
Fifty (50)	FB-240U.A: DISP BIOP FRCPs OVAL CUP W/ NEEDLE 2.8MM
Fifty (50)	FB-220U.A: DISP BPSY FRCPs ALLGTR JAW STEP W/NDL 2.8MM
Forty-eight (48)	FD-230U: ENDO JAW HOT DIS BIOPSY FORCEP OVAL JAW
Ten (10)	NM-200U-0425: DISP INJECT NEEDLE 6/BX 25GX4MM 2.8MM
Ten (10)	NM-200U-0525: DISP INJECT NEEDLE 6/BX 25G5MM 2.8MM
Ten (10)	SD-240U-10: SNAREMASTER SOFT 10MM DISP. SNARE 10/BOX
Ten (10)	SD-240U-15: SNAREMASTER SOFT 15MM DISP. SNARE 10/BOX
Ten (10)	SD-240U-25: BX OF 10 SNAREMASTER SOFT 25MM DISPOSABLE
Ten (10)	SD-210U-10: SnareMaster, one-piece disposable Snare, 10mm
Ten (10)	SD-210U-15: SnareMaster, one-piece disposable Snare, 15mm
Ten (10)	SD-210U-25: SnareMaster, one-piece disposable Snare, 25mm
Eight (8)	SD-230U-20: DISP SPIRAL SNARE 20MM 2.8 CHAN 230CM

Agreement No. CPP-032107-3A

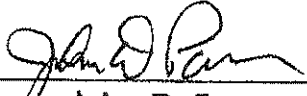
**Trade-ins:**

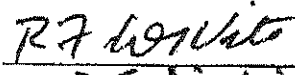
<u>Quantity</u>	<u>Model</u>	<u>Serial #</u>
Three (3)	CF-Q140L	2913204, 2913200, 2913152
Seven (7)	CF-Q160L	2304414, 2304430, 2304424, 2304410, 2304408, 2304312, 2304425
Six (6)	GIF-160	2306525, 2306526, 2306528, 2306529, 2306530, 2306534
Two (2)	GIF-Q140	2913814, 2913829
Three (3)	PCF-160AL	2337527, 2337563, 2337567
Two (2)	CV-160	7311135, 7102879
One (1)	CV-140	7834886
One (1)	CLV-160	7329317
Two (2)	CLV-U40	7602800, 7815674

Olympus America Inc.

**USER:**

Hoboken Municipal Hospital Authority

By:   
Name: John D. Parson  
Vice President  
Title: Financial Services

By:   
Name: RF DiVito  
Title: CFO

PO#  
501591  
4

AMENDMENT #1 TO  
OLYMPUS® COST PER PROCEDURE® (CPP)® AGREEMENT  
(CPP AGREEMENT NUMBER: CPP-032107-3A)

BETWEEN

OLYMPUS AMERICA INC.

AND

Hoboken Municipal Hospital Authority - Hoboken University Medical Center

This Amendment #1 to the above-referenced agreement ("CPP Agreement"), entered into by and between Olympus America Inc. and Hoboken Municipal Hospital Authority - Hoboken University Medical Center, will serve to modify the CPP Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the CPP Agreement. The CPP Agreement shall be modified as follows:

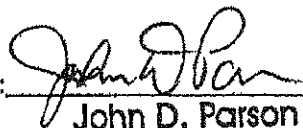
**DEFINITION (K):** Effective August 1, 2007 or procedure number 601, the "Procedure Rate" shall change from \$44.97 per Procedure to **\$46.55 per Procedure.**

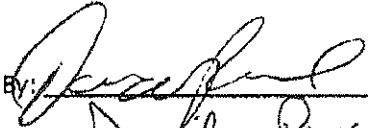
**SCHEDULE A:** The following equipment shall be added to this Schedule A:  
Two (2) OEP-4: Color Printer  
Two (2) MAJ-884: Printer Cable Set-A

Except as modified above, the CPP Agreement shall remain unchanged and in full force and effect. This Amendment #1 is dated as of \_\_\_\_\_.

**OLYMPUS AMERICA INC.**

Hoboken Municipal Hospital Authority - Hoboken University Medical Center

By:   
Name: John D. Parson  
Title: Vice President  
Title: Financial Services  
Date: 9/27/07

By:   
Name: David Perrine  
Title: Director M.M.  
Date: 7/13/07