

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION

OLYMPUS AMERICA INC.
3500 Corporate Parkway
Center Valley, PA 18034
Plaintiff,

vs.

HOBOKEN MUNICIPAL HOSPITAL
AUTHORITY – HOBOKEN UNIVERSITY
MEDICAL CENTER and HUDSON
HEALTHCARE, INC.
308 Willow Avenue
Hoboken, NJ 07030
Defendants.

No.

2010-C-4204

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CLERK OF COURTS
CIVIL
LEHIGH COUNTY, PA

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN **TWENTY (20) DAYS** AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.


YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Bar Association of Lehigh County
1114 W. Walnut Street
Allentown, PA 18102
Telephone: (610) 433-7094

TALLMAN, HUDDERS & SORRENTINO

By:



Steven E. Hoffman, Esquire

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION

OLYMPUS AMERICA INC.	:	
3500 Corporate Parkway	:	
Center Valley, PA 18034	:	
Plaintiff,	:	No.
vs.	:	
	:	
HOBOKEN MUNICIPAL HOSPITAL	:	
AUTHORITY – HOBOKEN UNIVERSITY	:	
MEDICAL CENTER and HUDSON	:	
HEALTHCARE, INC.	:	
308 Willow Avenue	:	
Hoboken, NJ 07030	:	
Defendants.	:	

COMPLAINT

Plaintiff, Olympus America Inc. (“Olympus”), by through its undersigned legal counsel, Tallman, Hudders & Sorrentino, sets forth the within Complaint against Defendants, Hoboken Municipal Hospital Authority - Hoboken University Medical Center and Hudson Healthcare, Inc. (“Defendants”), and in support thereof, avers the following:

Nature of Action

1. This is an action for breach of contract based on Defendants’ failure to pay amounts due in consideration for the purchase and service of Olympus medical equipment pursuant to an Olympus Cost Per Procedure Agreement (“the Agreement” or “the CPP”). A true and correct copy of the Agreement is attached hereto and marked as “Exhibit A.”

2. Olympus is seeking judgment against Defendants for an amount no less than \$372,861.08, plus interest, costs, attorneys’ fees and a return of the Olympus medical equipment.

3. Jurisdiction and venue are proper in Lehigh County based on a valid and binding choice of law and forum selection clause set forth in Section 15 of the Agreement which states as follows:

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...(Agreement § 15).

The Parties

4. Olympus is a corporation duly authorized and existing under the laws of the State of New York with a principal place of business located at 3500 Corporate Parkway, Center Valley, Lehigh County, Pennsylvania.

5. Defendant, Hoboken Municipal Hospital Authority - Hoboken University Medical Center ("HMHA") is a New Jersey Governmental Authority with a principal place of business located at 308 Willow Avenue, Hoboken, NJ 07030.

6. Defendant, Hudson Healthcare, Inc. ("Hudson") is a New Jersey corporation with a principle place of business located at 308 Willow Avenue, Hoboken, NJ 07030.

7. Hudson operates and manages Hoboken University Medical Center.

Background

8. Defendants entered into the Agreement on or about March 22, 2007.

9. The Term of the Agreement is thirty six (36) months.

10. Pursuant to the Agreement, Olympus agreed to lease Defendants certain medical equipment and related accessories ("the Equipment") during the Term of the Agreement.

11. Defendants agreed to pay Olympus a monthly fee to use the Equipment.

12. Pursuant to the Agreement, Defendants agreed to remit an unconditional Monthly Payment to Olympus.

13. The Monthly Payment is defined as the product of: (i) Procedures per month multiplied by (ii) the Procedure Rate (\$44.97); plus all applicable taxes.

14. On or about July 13, 2007, the Defendants agreed to Amendment #1 to the Agreement ("the Amendment") effective August 1, 2007. A true and correct copy of the Amendment is attached hereto and marked as "Exhibit B."

15. The Amendment changed the Procedure Rate to \$46.55 and added certain equipment to Schedule A.

16. Beginning in November 2009, Defendants failed to make Monthly Payments.

17. Despite repeated demands, Defendants have failed and refused to make certain Monthly Payments, which are now grossly overdue. A true and correct copy of all unpaid invoices are attached hereto and collectively marked as "Exhibit C."

18. Defendants have completely ignored Olympus' requests for payments.

19. Upon the occurrence of an event of default, Section 10 of the Agreement provides that Olympus may enforce 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' 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... (Agreement § 10).

20. Defendants are therefore liable for the immediate payment of the following scheduled and accelerated fixed amounts, exclusive of attorneys' fees and costs:

(i)	Overdue Invoices	\$ 69,825.00
(ii)	Equipment Value	\$ 300,659.00
(iii)	Interest	\$ 2,377.08
(iv)	<u>Total</u>	\$ 372,861.08

COUNT I
BREACH OF CONTRACT
PLAINTIFF v. DEFENDANTS

21. Olympus incorporates the preceding averments as though the same were stated more fully herein at length.

22. Defendants and Olympus entered into a contractual relationship for the purchase and shipment of certain medical products and related service.

23. Defendants failed to make payments to Olympus.

24. Defendants have breached their obligations to pay Olympus.

25. By reason of the foregoing, Defendants are liable to Olympus in a sum no less than \$372,861.08 plus interest, costs and attorneys' fees.

WHEREFORE, Olympus America Inc. demands that this Honorable Court enter a judgment in its favor and against Defendants, Hoboken Municipal Hospital Authority - Hoboken University Medical Center and Hudson Healthcare, Inc. in an amount in excess of \$50,000.00, plus interest, costs and attorneys' fees.

COUNT II
UNJUST ENRICHMENT
PLAINTIFF v. DEFENDANTS

26. Olympus incorporates the preceding averments as though the same were stated

more fully herein at length.

27. Olympus has conferred benefits upon Defendants.
28. Said benefits include the delivery of the Equipment.
29. Defendants have retained and appreciated said benefits.
30. Defendants have failed and refused to pay Olympus for these benefits.
31. Defendants have been unjustly enriched at the expense of Olympus.
32. Olympus has suffered and will continue to suffer harm as a result.

WHEREFORE, Olympus America Inc. demands that this Honorable Court enter a judgment in its favor and against Defendants, Hoboken Municipal Hospital Authority - Hoboken University Medical Center and Hudson Healthcare, Inc. in an amount in excess of \$50,000.00 plus interest, costs and attorneys' fees.

COUNT III
CONVERSION
PLAINTIFF v. DEFENDANTS

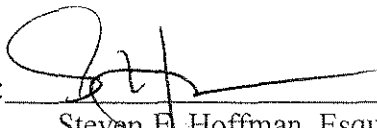
33. Olympus incorporates the preceding averments as though the same were stated more fully herein at length.
34. Olympus sold Defendant Equipment as set forth in Schedule A to the Agreement and Amendment.
35. Defendants have failed and refused to pay for the Equipment.
36. Defendants have retained the Equipment without paying for the same.
37. Section 12 of the Agreement states as follows:

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... (Agreement § 12).

38. Olympus has an immediate right to possess the Equipment.
39. Defendants have refused to allow Olympus to recover the Equipment.
40. It is unlawful for Defendants to retain possession of the Equipment.
41. Olympus has been injured and will continue to be injured until it recovers possession of the Equipment or its equivalent value.

WHEREFORE, Olympus America Inc. demands judgment in its favor and against Defendants in an amount in excess of \$50,000, plus costs of suit and attorneys' fees.

TALLMAN, HUDDERS & SORRENTINO

By: 
Steven E. Hoffman, Esquire
Attorney I.D. No. 63911
The Paragon Centre
1611 Pond Road, Suite 300
Allentown, PA 18104
Ph# 610-391-1800 Fax# 610-391-1805

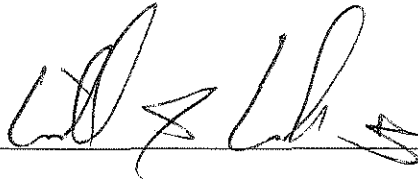
ATTORNEY FOR PLAINTIFF
OLYMPUS AMERICA INC.

VERIFICATION

I, William J. Walsh, Manager-Asset Management of Olympus Financial Services, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief, and that I am authorized to make such verification on behalf of Plaintiff. I understand that any false statements therein are subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsifications to authorities.

OLYMPUS AMERICA INC.

Date: 8/6/2010

By: 

Name: William J. Walsh

Title: Manager-Asset Management,
Olympus Financial Services

EXHIBIT "A"

HUMC AOH
501591

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 failures 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 45th 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 elected 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 elected 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 and 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(n) 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 draftsman thereof 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>John D. Parson</u>	By: <u>R.F. Divita</u>
Name: <u>John D. Parson</u>	Name: <u>R.F. Divita</u>
Title: <u>Vice President</u>	Title: <u>CEO</u>
Date: <u>4/16/07</u>	Date: <u>3/22/07</u>
	Initial here if tax-exempt (See Section 6): <u>R.F.D.</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.B 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
 Title: Vice President
Financial Services


By: 
 Name: RF DiVito
 Title: CFO

EXHIBIT "B"

A0#
501591
H

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:

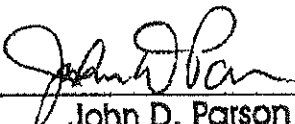
DEFINITION (k): Effective August 1, 2007 or procedure number 601, the "Procedure Rate" shall change from \$44.97 per Procedure to **\$46.55 per Procedure.**

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
Vice President
Title: Financial Services
Date: 9/27/07

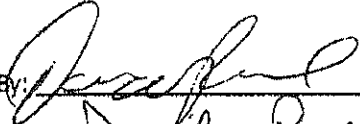
By: 
Name: David Perrine
Title: Director M.M.
Date: 7/13/07

EXHIBIT "C"

Olympus
Financial Services
 P.O. Box 200183
 Pittsburgh, PA 15251-0183
 1-800-397-1372

INVOICE

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
 HOBOKEN UNIVERSITY MEDICAL CENTER
 308 WILLOW AVENUE
 HOBOKEN, NJ 07030

DATE OF INVOICE 01/12/2010
 INVOICE NUMBER: 303232

FOR QUESTIONS REGARDING YOUR INVOICE
 PLEASE CALL 1-800-397-1372

CONTRACT NO.	DESCRIPTION	CONTRACT/PAYMENT	SALES/USE TAX	LATE CHARGES	TOTAL DUE
0006161-000	CPP-032107-3A				
	P.O.NUM: 501591-000				
	MINIMUM USAGE FEE				
	DATE DUE 02/12/10	13,965.00			13,965.00
TOTAL CONTRACT PROCEDURES:		10800			
PROCEDURES TO DATE:		9600			
PROCEDURES REMAINING:		1200			
CURRENT MONTH PROCEDURES:		300			
COST PER PROCEDURE:		46.55			

THANK YOU

TOTAL DUE →

13,965.00

RETURN THIS PORTION
 WITH CHECK PAYABLE TO

Olympus
Financial Services
 P.O. Box 200183
 Pittsburgh, PA 15251-0183
 1-800-397-1372

INVOICE #: 303232
 001.19

002-0006161-000
 P.O.NUM: 501591-000
 MINIMUM USAGE FEE
 DATE DUE 02/12/10

CONTRACT NO.

TOTAL DUE

13,965.00

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
 HOBOKEN UNIVERSITY MEDICAL CENTER
 308 WILLOW AVENUE
 HOBOKEN, NJ 07030

**RETURN THIS PORTION
 WITH PAYMENT**

TOTAL DUE

13,965.00

IF THERE IS A CHANGE IN INVOICING ADDRESS OR
 EQUIPMENT LOCATION PLEASE COMPLETE REVERSE SIDE.

**Olympus
Financial Services**
P.O. Box 200183
Pittsburgh, PA 15251-0183
1-800-397-1372

INVOICE

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
HOBOKEN UNIVERSITY MEDICAL CENTER
308 WILLOW AVENUE
HOBOKEN, NJ 07030

DATE OF INVOICE 02/12/2010
INVOICE NUMBER: 307314

FOR QUESTIONS REGARDING YOUR INVOICE
PLEASE CALL 1-800-397-1372

CONTRACT NO.	DESCRIPTION	CONTRACT / PAYMENT	SALES/USE TAX	LATE CHARGES	TOTAL DUE
0006161-000	CEP-032107-3A				
	P.O.NUM: 501591-000				
	MINIMUM USAGE FEE				
	DATE DUE 03/12/10	13,965.00			13,965.00
TOTAL CONTRACT PROCEDURES:		10800			
PROCEDURES TO DATE:		9900			
PROCEDURES REMAINING:		900			
CURRENT MONTH PROCEDURES:		300			
COST PER PROCEDURE:		46.55			

THANK YOU

TOTAL DUE →

13,965.00

RETURN THIS PORTION
WITH CHECK PAYABLE TO

**Olympus
Financial Services**
P.O. Box 200183
Pittsburgh, PA 15251-0183
1-800-397-1372

INVOICE #: 307314
001.19

002-0006161-000
P.O.NUM: 501591-000
MINIMUM USAGE FEE
DATE DUE 03/12/10

CONTRACT NO.

TOTAL DUE

13,965.00

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
HOBOKEN UNIVERSITY MEDICAL CENTER
308 WILLOW AVENUE
HOBOKEN, NJ 07030

**RETURN THIS PORTION
WITH PAYMENT**

TOTAL DUE

13,965.00

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EQUIPMENT LOCATION PLEASE COMPLETE REVERSE SIDE.

**Olympus
Financial Services**
P.O. Box 200183
Pittsburgh, PA 15251-0183
1-800-397-1372

INVOICE

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
HOBOKEN UNIVERSITY MEDICAL CENTER
308 WILLOW AVENUE
HOBOKEN, NJ 07030

DATE OF INVOICE 03/15/2010
INVOICE NUMBER: 311042

FOR QUESTIONS REGARDING YOUR INVOICE
PLEASE CALL 1-800-397-1372

CONTRACT NO.	DESCRIPTION	CONTRACT/PAYMENT	SALES/USE TAX	LATE CHARGES	TOTAL DUE
0006161-000	CPP-032107-3A P.O.NUM: 501591-000 MINIMUM USAGE FEE DATE DUE 04/12/10	13,965.00			13,965.00
TOTAL CONTRACT PROCEDURES:		10800			
PROCEDURES TO DATE:		10200			
PROCEDURES REMAINING:		600			
CURRENT MONTH PROCEDURES:		300			
COST PER PROCEDURE:		46.55			

THANK YOU

TOTAL DUE →

13,965.00

RETURN THIS PORTION
WITH CHECK PAYABLE TO

**Olympus
Financial Services**
P.O. Box 200183
Pittsburgh, PA 15251-0183
1-800-397-1372

INVOICE #: 311042
001.19

002-0006161-000
P.O.NUM: 501591-000
MINIMUM USAGE FEE
DATE DUE 04/12/10

CONTRACT NO.

TOTAL DUE

13,965.00

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
HOBOKEN UNIVERSITY MEDICAL CENTER
308 WILLOW AVENUE
HOBOKEN, NJ 07030

**RETURN THIS PORTION
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TOTAL DUE

13,965.00

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EQUIPMENT LOCATION PLEASE COMPLETE REVERSE SIDE.

Olympus
Financial Services
 P.O. Box 200183
 Pittsburgh, PA 15251-0183
 1-800-397-1372

INVOICE

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
 HOBOKEN UNIVERSITY MEDICAL CENTER
 308 WILLOW AVENUE
 HOBOKEN, NJ 07030

DATE OF INVOICE 04/14/2010
 INVOICE NUMBER: 314909

FOR QUESTIONS REGARDING YOUR INVOICE
 PLEASE CALL 1-800-397-1372

CONTRACT NO.	DESCRIPTION	CONTRACT/PAYMENT	SALES/USE/TAX	LATE CHARGES	TOTAL DUE
0006161-000	CPP-032107-3A				
	P.O. NUM: 501591-000				
	MINIMUM USAGE FEE				
	DATE DUE 05/12/10	13,965.00			13,965.00
TOTAL CONTRACT PROCEDURES:		10800			
PROCEDURES TO DATE:		10500			
PROCEDURES REMAINING:		300			
CURRENT MONTH PROCEDURES:		300			
COST PER PROCEDURE:		46.55			

THANK YOU

TOTAL DUE →

13,965.00

RETURN THIS PORTION
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Olympus
Financial Services
 P.O. Box 200183
 Pittsburgh, PA 15251-0183
 1-800-397-1372

INVOICE #: 314909
 001.19

002-0006161-000
 P.O. NUM: 501591-000
 MINIMUM USAGE FEE
 DATE DUE 05/12/10

CONTRACT NO.

TOTAL DUE

13,965.00

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
 HOBOKEN UNIVERSITY MEDICAL CENTER
 308 WILLOW AVENUE
 HOBOKEN, NJ 07030

**RETURN THIS PORTION
 WITH PAYMENT**

TOTAL DUE

13,965.00

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 EQUIPMENT LOCATION PLEASE COMPLETE REVERSE SIDE.

Olympus
Financial Services
 P.O. Box 200183
 Pittsburgh, PA 15251-0183
 1-800-397-1372

INVOICE

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
 HOBOKEN UNIVERSITY MEDICAL CENTER
 308 WILLOW AVENUE
 HOBOKEN, NJ 07030

DATE OF INVOICE 05/12/2010
 INVOICE NUMBER: 318844

FOR QUESTIONS REGARDING YOUR INVOICE
 PLEASE CALL 1-800-397-1372

CONTRACT NO.	DESCRIPTION	CONTRACT/PAYMENT	SALES/USE TAX	LATE CHARGES	TOTAL DUE
0006161-000	CPP-032107-3A				
	P.O.NUM: 501591-000				
	MINIMUM USAGE FEE				
	DATE DUE 06/12/10	13,965.00			13,965.00
TOTAL CONTRACT PROCEDURES:		10800			
PROCEDURES TO DATE:		10800			
PROCEDURES REMAINING:		0			
CURRENT MONTH PROCEDURES:		300			
COST PER PROCEDURE:		46.55			

THANK YOU

TOTAL DUE →

13,965.00

RETURN THIS PORTION
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Olympus
Financial Services
 P.O. Box 200183
 Pittsburgh, PA 15251-0183
 1-800-397-1372

INVOICE #: 318844
 002.99

002-0006161-000
 P.O.NUM: 501591-000
 MINIMUM USAGE FEE
 DATE DUE 06/12/10

CONTRACT NO.

TOTAL DUE

13,965.00

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
 HOBOKEN UNIVERSITY MEDICAL CENTER
 308 WILLOW AVENUE
 HOBOKEN, NJ 07030

**RETURN THIS PORTION
 WITH PAYMENT**

TOTAL DUE

13,965.00

IF THERE IS A CHANGE IN INVOICING ADDRESS OR
 EQUIPMENT LOCATION PLEASE COMPLETE REVERSE SIDE.

Olympus
Financial Services
 P.O. Box 200183
 Pittsburgh, PA 15251-0183
 1-800-397-1372

INVOICE

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
 HOBOKEN UNIVERSITY MEDICAL CENTER
 308 WILLOW AVENUE
 HOBOKEN, NJ 07030

DATE OF INVOICE 06/14/2010
 INVOICE NUMBER: 322981

FOR QUESTIONS REGARDING YOUR INVOICE
 PLEASE CALL 1-800-397-1372

CONTRACT NO.	DESCRIPTION	CONTRACT/PAYMENT	SALES/USE TAX	LATE CHARGES	TOTAL DUE
0006161-000	CPP-032107-3A				
	P.O. NUM: 501591-000				
	MINIMUM USAGE FEE				
	DATE DUE 07/12/10	13,965.00			13,965.00
TOTAL CONTRACT PROCEDURES:		11100			
PROCEDURES TO DATE:		11100			
PROCEDURES REMAINING:		0			
CURRENT MONTH PROCEDURES:		300			
COST PER PROCEDURE:		46.55			

THANK YOU

TOTAL DUE →

13,965.00

RETURN THIS PORTION
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Olympus
Financial Services
 P.O. Box 200183
 Pittsburgh, PA 15251-0183
 1-800-397-1372

INVOICE #: 322981
 002.99

002-0006161-000
 P.O. NUM: 501591-000
 MINIMUM USAGE FEE
 DATE DUE 07/12/10

CONTRACT NO.

TOTAL DUE

13,965.00

HOBOKEN MUNICIPAL HOSPITAL AUTHORITY
 HOBOKEN UNIVERSITY MEDICAL CENTER
 308 WILLOW AVENUE
 HOBOKEN, NJ 07030

**RETURN THIS PORTION
 WITH PAYMENT**

TOTAL DUE

13,965.00

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 EQUIPMENT LOCATION PLEASE COMPLETE REVERSE SIDE.