Hearing Date: February 3, 2014 Hearing Time: 10:00 a.m.

Objection Deadline: January 27, 2014 at 4 p.m.

BERNSTEIN-BURKLEY, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219-1900 (412) 456-8100 Kirk B. Burkley, Esq. Jodi L. Hause, Esq. kburkley@bernsteinlaw.com jhause@bernsteinlaw.com Attorneys for Beckman Coulter, Inc.

FOSTER & WOLKIND, P.C. 80 Fifth Avenue, Suite 1401 New York, NY 10011 (212) 691-2313 Bryan E. Wolkind, Esq. bwolkind@foster-wolkind.com Attorneys for Beckman Coulter, Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In Re: SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,	Bankruptcy No. 13-22840 (RDD) Chapter 11
Debtors.	(Jointly Administered)

NOTICE OF HEARING ON MOTION BY BECKMAN COULTER, INC. (I) FOR RELIEF FROM THE AUTOMATIC STAY TO PERMIT REPOSSESSION OF LEASED EQUIPMENT; (II) TO COMPEL ASSUMPTION OR REJECTION OF LEASES OF PERSONAL PROPERTY PURSUANT TO 11 U.S.C. § 365; (III) FOR PAYMENT OF RENTS DUE UNDER LEASES OF PERSONAL PROPERTY PURSUANT TO U.S.C. § 365(d); (IV) FOR ADEQUATE ASSURANCE PURSUANT TO 11 U.S.C. § 363(e); AND (V) FOR ALLOWANCE AND IMMEDIATE PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(b)(1)

PLEASE TAKE NOTICE that a hearing to consider the application of Beckman

Coulter, Inc. dated December 23, 2013 and the exhibits annexed thereto, for an order:

- (I) granting Relief from the Automatic Stay to Permit Repossession of Leased Equipment;
- (II) Compelling Assumption or Rejection of Leases of Personal Property

 Pursuant to 11 U.S.C. § 365;
- (III) for Payment of Rents due under Leases of Personal Property Pursuant to 11 U.S.C. § 365(d);
- (IV) for Adequate Assurance Pursuant to 11 U.S.C. § 363(e);
- (V) for Allowance and Immediate Payment of Administrative Expense Claim

 Pursuant to 11 U.S.C. § 503(b), and
- (VI) granting such other and further relief as this Court may deem just and proper,

will be held before the Hon. Robert D. Drain, United States Bankruptcy Judge, on **February 3, 2014 at 10:00 a.m. Eastern Standard Time** in Courtroom 118 of the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601, or as soon thereafter as counsel can be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the relief requested in the motion shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, all General Orders, Local Bankruptcy Rules, and the Final Order Establishing Case Management Procedures ([Docket No. 143] approved by the Court; (c) be filed electronically with the Court, with a hard copy provided to the Clerk's Office at the Bankruptcy Court for delivery to Chambers of Hon. Robert D. Drain; and (d) be served so as to be actually received on or before January 27, 2014 at 4 p.m. Eastern Standard Time by (i) Foster & Wolkind, P.C.,

Counsel to Beckman Coulter, Inc., 80 Fifth Avenue, Suite 1401, New York, NY 10011 (Attn: Bryan E. Wolkind, Esq.); (ii) Garfunkel Wild, P.C., Counsel to the Debtors and Debtors in Possession, 111 Great Neck Road, Great Neck, NY 11021 (Attn: Burton S. Weston, Esq. and Afsheen Shah, Esq.); (iii) Togut, Segal & Segal LLP, Counsel to Montefiore, One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Frank A. Oswald, Esq. and Scott Griffin, Esq.), and (iv) Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, NY 10004 (Attn: Susan Golden, Esq.).

Dated: New York, New York December, 26, 2013

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

BY:/s/ Jodi L. Hause Kirk B. Burkley

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Attorneys for Creditor, Beckman Coulter, Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In Re:	Bankruptcy No. 13-22840 (RDD)
SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al., 1	Chapter 11
Debtors.	(Jointly Administered)

MOTION BY BECKMAN COULTER, INC. (I) FOR RELIEF FROM THE AUTOMATIC STAY TO PERMIT REPOSSESSION OF LEASED EQUIPMENT; (II) TO COMPEL ASSUMPTION OR REJECTION OF LEASES OF PERSONAL PROPERTY PURSUANT TO 11 U.S.C. § 365; (III) FOR PAYMENT OF RENTS DUE UNDER LEASES OF PERSONAL PROPERTY PURSUANT TO U.S.C. § 365(d); (IV) FOR ADEQUATE ASSURANCE PURSUANT TO 11 U.S.C. § 363(e); AND (V) FOR ALLOWANCE AND IMMEDIATE PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(b)(1)

AND NOW, comes Beckman Coulter, Inc. (hereinafter "Beckman"), by and through its undersigned attorneys, and files this Motion (I) for Relief from the Automatic Stay to Permit Repossession of Leased Equipment; (II) to Compel Assumption or Rejection of Leases of Personal Property Pursuant to 11 U.S.C. § 365; (III) for Payment of Rents due under Leases of Personal Property Pursuant to 11 U.S.C. § 365(d); (IV) for Adequate Assurance Pursuant to 11 U.S.C. § 363(e); and (V) for Allowance and Immediate Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b) (hereinafter "Motion"), and respectfully represents as follows:

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number include: Sound Shore Health System, Inc. (1398), Sound Shore Medical Center of Westchester (0117), The Mount Vernon Hospital, Inc. (0115), Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center (0781), NRHMC Services Corporation (9137), The M.V.H. Corporation (1514), and New Rochelle Sound Shore Housing, LLC (0117). There are certain additional affiliates of the Debtors who are not debtors and have not sought relief under Chapter 11.

JURISDICTION AND VENUE

- 1. Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b).
 - 2. Venue is proper in this district pursuant to 11 U.S.C. §§ 1408 and 1409.
- 3. The statutory predicates for the relief sought herein are Bankruptcy Code Sections 105, 362, 365, and 503, Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure, and the Local Rules for the United States Bankruptcy Court for the Southern District of New York.

BACKGROUND

- 4. This case was commenced on May 29, 2013 (the "Filing Date"), when Sound Shore Medical Center of Westchester and certain affiliates (each a "Debtor" and herein collectively referred to as "Debtors") filed Voluntary Petitions for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 et. Seq. (the "Bankruptcy Code").
- 5. On June 3, 2013, the Court entered an Order Directing Joint Administration of the Debtors' cases [Doc. No. 3].
- 6. No trustee or examiner has been appointed in these cases, and since the Filing Date the Debtors have operated as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

The Sale to MMC

7. On May 29, 2013, as part of the Debtors' First Day Motions, the Debtors filed a Motion for an Order (A) Approving Bidding Procedures for the Sale of the Debtors' Real Estate and Designated Personal Property Assets, (B) Scheduling an Auction and a Sale Hearing Related thereto, (C) Approving the Form of Notice of the Auction and Sale Hearing, and (D) Approving a Break-Up Fee and application for a scheduling Order [Doc. No. 17] (the "Sale Motion").

- 8. According to the Sale Motion, the Debtors and Montefiore SS Operations, Inc., Montefiore MV Holdings, LLC, and Montefiore HA Holdings, LLC (collectively referred to as "MMC" or "Buyer") entered into an Asset Purchase Agreement (the "APA") whereby the Debtors would sell substantially all assets, including real property and assigned contracts, as a going concern.
- 9. By Order dated June 25, 2013 [Doc. No. 119], the Court approved, *inter alia*, the proposed bid procedures and scheduled a hearing on the Sale Hearing (the "Procedures Order").²
- 10. The Procedures Order further ratified certain procedures related to the assumption and rejection of executory contracts in connection with the Sale (the "Assignment Procedures").
- 11. On August 8, 2013, this Court entered an Order [Doc. No. 259] authorizing the sale of substantially all of the Debtors' assets to MMC pursuant to the APA (the "Sale Order"). The Sale Order was subsequently affirmed and ratified by Supplemental Order entered on October 15, 2013 [Doc. No. 381].
- 12. According to the Sale Motion and the APA, the closing was to occur no later than October 31, 2013 and the Debtors were to continue day to day operations pending consummation of the sale.
- 13. On November 12, 2013, the Debtors filed a Notice of Closing Sale of Hospitals and Related Health Care Facilities [Doc. 428] (hereinafter "Notice of Closing") which states that the closing occurred and was effective 12:01 am on November 6, 2013 (hereinafter "Sale Closing").

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² On June 20, 2013, Beckman filed a limited objection to the Sale Motion related to the procedures related to the assumption and assignment of the Debtors' executory contracts [Doc. No. 95]. After a hearing on June 25, 2013, the proposed sale procedures were approved over Beckman's objection.

Beckman's Unexpired Contracts

- 14. Prior to the Filing Date, one or more of the Debtors entered into five (5) equipment leases with Beckman for use of certain blood-analysis equipment and chemical reagents for use with the leased equipment (hereinafter the "Beckman Leases"), as follows:
 - (1) Contract 46065US for two AU680 w/ISE Instruments, one Access 2 Immunoassay System, and related consumables and service
 - (2) Contract 32608US for one 9966 Access 2 Immunoassay System and related consumables and service
 - (3) Contract 30784US for one Spinchron-DLX Centrifuge, one CTAi (LXI), one Access2i (LXI), DL 2000 Software kit, one DL/2000, one LX20 Proi (LXI), one UniCel DxC 800PRO Synchrom Clinical Chemistry System, and related consumables and service
 - (4) Contract 23878US for two Coulter LH 780 Hematology Systems and one Modular Tables for LH analyzers, and related consumables and service
 - (5) Contract 48732US for one iQ 200 Elite System³
- 15. The equipment leased under the Beckman Leases is hereinafter collectively referred to as the "Equipment".
- 16. The Beckman Leases are unexpired executory contracts which are subject to the assumption and rejection provisions of 11 U.S.C. § 365.
 - 17. The payment obligations of the Equipment Leases are as follows:

Contract Number	Amount Monthly Lease Payment	(Pro Rated) Monthly Reagent Minimum	Total Amount Per Month
46065US	\$2,697.24	\$12,525.48	\$15,222.72
32608US	Included	\$3,653.85	\$3,653.85
30784US	\$7,466.35	\$16,958.37	\$24,424.72
23878US	\$6,099.12	\$4,296.28	\$10,395.40
48732US	\$3,100.33	None	\$3,100.33
TOTALS	\$19,363.04	\$37,433.98	\$56,797.02

³ Beckman acquired Contract 48732US from IRIS International, Inc.

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18. True and correct copies of the Beckman Leases are attached hereto as **Exhibit** "A".

Beckman's Pre-Petition and Post-Petition Claims

- 19. On or about September 13, 2013, a Proof of Claim was mailed to the Claims Agent in this case on behalf of Beckman, evidencing a pre-petition balance in the total amount of \$253,913.22, including an asserted priority claim in the amount of \$6,500.80 pursuant to 11 U.S.C. \$503(b)(9) (hereinafter "Pre-Petition Claim").
- 20. A true and correct copy of Beckman's Pre-Petition Claim is attached hereto as **Exhibit "B"**.
 - 21. The Debtors have not objected to Beckman's Pre-Petition Claim.
- 22. In addition to its Pre-Petition Claim, the Debtors have failed to perform under the Leases and have incurred a total of \$74,155.52 for unpaid post-petition goods and services provided after the Filing Date and prior to the Sale Closing (hereinafter "Post-Petition Claim").⁴
- 23. In addition to the Post-Petition Claim, Beckman has not been paid for reagent chemicals used in connection with the Leased Equipment since the Sale Closing and the monthly Lease payments for the Equipment have not been paid.
- 24. As of December 16, 2013, Beckman has provided MMC with a total of \$28,244.77 worth of reagent chemicals for the month of November that remain unpaid (hereinafter "Post-Closing Claim").
- 25. The Debtors and MMC have represented and acknowledged that Beckman is entitled to payment of the Post-Petition Claim and Post-Closing Claim as administrative claims; however these amounts remain due and owing.

⁴ As of the Sale Closing, Beckman was owed a post-petition balance of \$74,155.52. Beckman acknowledges receipt of a check from Debtors in the amount of \$7,466.34. As of this writing,, the undersigned was not able to verify that the payment was processed and applied to the account.

- 26. As of this Motion, Beckman's Leases have not been assumed by the Debtors. Assumption of the Leases would require payment of the Pre-Petition, Post-Petition, and Post-Closing Claims *in addition to* reimbursement of attorneys' fees and costs resulting from the Debtors' default and which continue to accrue (hereinafter "Beckman Cure Amount").
- 27. True and correct copies of Beckman's unpaid post-petition invoices and a statement of account as of December 13, 2013 are attached hereto as **Exhibit "C**".

Beckman's Leases have not been Assumed or Rejection

- 28. On October 18, 2013, the Debtors filed a Notice of Filing Schedule of Executory Contracts and Unexpired Leases [Doc. No. 390] for those to be (1) assumed by Debtors and assigned to MMC upon the Sale Closing or (2) rejected by Debtors effective upon the Sale Closing (the "First Notice").
- 29. Beckman's Leases were initially among those listed on Schedule B designated for rejection as of the Sale Closing.
- 30. After receipt of the original Schedule B, Beckman contacted the Debtor to discuss making arrangements to recover the Equipment.
- 31. Thereafter, on November 4, 2013, the Debtors filed a Notice of Filing Amendment (1st) to Schedule of Executory Contracts and Unexpired Leases [Doc. No. 416] (the "Second Notice"), which removed Beckman's Leases from Schedule B (those leases designated for rejection), however, rather than changing the designation to Assigned Contracts the Debtors created a new designation for Beckman's Leases those contracts "neither assumed nor rejected in connection with the Sale." ⁵

⁵ On November 20, 2013, Beckman filed an Objection [Doc. No. 416] to Debtors' treatment of Beckman's Leases in the Second Notice, but the objection was overruled at the hearing held on December 9, 2013.

- 32. On November 18, 2013, the Debtors filed a Motion for an Order Pursuant to Sections 105(a) and 365 of the Bankruptcy Code Authorizing and Approving Procedures for Rejection of Executory Contracts and Unexpired Leases [Doc. No. 440] (hereinafter "Motion to Approve Rejection Procedures").
- 33. Over Beckman's objection, on December 12, 2013, the Court entered an Order Pursuant to Sections 105(a) and 365(a) of the Bankruptcy Code Authorizing and Approving Procedures for Rejection of Executory Contracts and Unexpired Leases [Doc. No. 487].
- 34. As of the date of this writing, Beckman's Leases have not been expressly assumed or rejected.
- 35. However, since at least the Sale Closing, the Debtors are no longer in possession of the Equipment. MMC has continued to possess and utilize Beckman's Equipment without payment for same (whether for reagents or equipment lease payments).

⁶ On November 25, 2015, Beckman filed an Objection [Doc. No. 455] to the Debtors' Motion to Approve Rejection Procedures, but the objection was overruled at the hearing held on December 9, 2013.

RELIEF REQUESTED

I. THE AUTOMATIC STAY SHOULD BE TERMINATED TO ALLOW BECKMAN TO REPOSSESS ITS LEASED EQUIPMENT

36. Section 362(d) of the Bankruptcy Code provides that:

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay -

- (1) for cause, including the lack of adequate protection of an interest in property of such party in interest; [or]
- (2) with respect to a stay of an act against property under subsection (a) of this section, if
 - (A) the debtor does not have equity in such property; and
 - (B) such property is necessary to an effective reorganization.

11 U.S.C. § 362.

- 37. Relief from the automatic stay is mandatory when (a) there is no equity in the property at issue and such property is not necessary for an effective reorganization or (b) "cause" exists. See 11 U.S.C. Section 362(d)(1) and (d)(2); In re Indian Palms Assocs, 61 F.3d 197, 208 (3d Cir. 1995); In re Morris, 2012 Bankr. LEXIS 3656 (Bankr.S.D. Texas 2012) ("Under Section 362(d)(1) of the Bankruptcy Code, the court shall grant relief, such as by terminating, annulling or modifying or conditioning the stay, or case.")
 - 38. Here, relief is warranted under both section 362(d)(1) and (2).
 - A. MMC has no contractual right to use or possess Beckman's Equipment and Beckman's interests are not adequately protected
- 39. Effective November 6, 2013, substantially all of Debtors' assets were sold to MMC. The sale included only those leases which were expressly designated as "Assumed Contracts"; the Assumed Contracts were among the "Acquired Assets" sold to MMC.
- 40. According to the Sale Order and related documents, only those contracts that were designated as Assumed Contracts would be paid Cure Amounts at closing (or paid into escrow if

disputed). Furthermore, the APA states clearly that MMC's Assumed Liabilities for unexpired contracts include only Assigned Contracts.

- 41. According to the Sale Order, "Buyer is not taking assignments of any contracts unless specifically identified in the Purchase Agreement, which contracts shall be designated by the Buyers no later than sixty (60) days prior to the Closing. Therefore, except as specifically provided in the Purchase Agreement, and consistent with section 363(f) of the Bankruptcy Code, the Buyer shall have no liability for any claims arising out of or related to the Sale or transfer of the Acquired Assets or arising from claims against the Debtors or their estates or any liabilities or obligations of the Debtors..." See Sale Order, Section J.
- 42. In approving the Assignment Procedures, the Section 5 of the Sale Order provides that:

...[T]he Debtors are authorized to assume and assign the Assigned Contracts designated for assignment to the Purchaser pursuant to the Purchase Agreement, provided, however, that there shall be no assumption of any such contract absent simultaneous assignment thereof to the Buyer. The Buyer shall be deemed to be substituted for the Debtors as a party to each of the Assigned Contracts, and pursuant to Bankruptcy Code section 365(k), the Debtors and their estate shall be relieved from any liability for any post-Closing breach of any such Assigned Contract after assignment of such Assigned Contract to the Buyer.

See Sale Order, Section 5 [emphasis added].

43. "Assigned Contracts" are defined in Schedule 2.1(d) of the APA to those executory contracts and unexpired leases which have been designated to be assumed by the Debtors and assigned to the Buyer pursuant to section 365 and the Cure Amounts will be paid at closing.⁷

⁷ Section 2.1(d) of the APA states that, "[A]ll Assigned Contracts listed on Schedule 2.1(d), including all of Sellers' rights of set-off under such Assigned Contracts, which Schedule shall be delivered by Buyer to Sellers no later than thirty-five (35) days following the Effective Date [May 29, 2013], provided that Buyer shall be permitted to remove any Contract from Schedule 2.1(d) by written notice to the Sellers at any time on or before the thirtieth (30th) Day prior to the Closing Date and to add any Contract not previously included as an Assigned Contract on Schedule

- 44. Sections 2.3 and 2.5 of the APA defines "Assumed Liabilities" of the Buyer to include the Cure Amounts for the amounts "necessary to cure all defaults and to pay all actual or pecuniary losses, if any, that have resulted from any defaults on the part of the Sellers under the Assigned Contracts shall be paid by Buyer at Closing..."
- 45. Since the Sale Closing, MMC has had exclusive use and possession of Beckman's Equipment (perhaps only until replacement equipment can be obtained); however, MMC has no contractual right to Beckman's Leases or the Equipment.
- 46. Moreover, MMC has repeatedly demanded that Beckman ship reagent chemicals for use of the Equipment. These demands were made directly by MMC and *not* the Debtors, and MMC asserts a contractual obligation when one simply does not exist.
- 47. MMC is treating Beckman's Leases as assumed and assigned pursuant to the sale and wishes to reap the benefits of the Leases, but has conspicuously thwarted the burdens of the contracts buy (1) failing to pay the Cure Amounts, (2) failing to maintain monthly lease payments, and (3) failing to pay for the reagent chemicals⁸ provided by Beckman.
- 48. MMC is abusing the Assumption Procedures by willfully refusing to commit to assumption or rejection, as a means to continue to enjoy the benefits of Beckman's Leases without the burdens of payments.⁹
- 49. By the very terms of the APA MMC disclaims any liability for use of the Equipment and under the Leases.

^{2.1(}d) but as to which the Buyer notifies the Sellers, at any time on or before the thirtieth (30th) Day prior to the Closing Date, that it intends to include as an Assigned Contract."

⁸Since the Sale Date, Beckman has provided reagent chemicals in the amount of \$11,457.00 and has not been paid. Beckman released a similar shipment of reagent chemicals for the month of December, which will be invoiced upon MMC's report of usage due on January 1, 2014.

⁹ The Debtors and MMC's refusal to pay Beckman's Cure Amount (or otherwise relinquish possession of the Equipment) is especially troubling when the Sale Order and APA specifically authorized payment of Cure Amounts in the total amount of \$3,000,000.00 to be paid to assumed lease counterparties prior to or upon the Sale Closing.

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B. Beckman's Interests in the Leased Equipment are not Adequately Protected

- 50. As set forth above, the Debtors have failed to maintain monthly lease payments in connection with the Equipment Leases. Furthermore, since the Filing Date Beckman has provided the Debtors with reagent chemicals for use in connection with the Lease Equipment, and the Debtors have failed to pay the invoiced amounts of the required reagent chemicals through the Sale Date.
- 51. As a result of the Debtors' default of the contractual obligations, Beckman is owed \$74,155.52, for post-petition charges incurred through the Sale Date.
- 52. In addition, MMC has failed to maintain monthly lease payments and payment for reagent chemicals since the Sale Date.
- 53. Inasmuch as it is clear that the Debtors' operations have ceased and a third-party is admittedly possessing and utilizing Beckman's Equipment without a contractual basis to do so and without commensurate payment to Beckman, the Court should not allow this treatment to continue.
- 54. In addition to the contractual payment obligations, the Debtors are also required to fulfill certain nonmonetary obligations.
- 55. For example, the Leases generally provide that the lessee assumes the risk of loss and must insure the Equipment at its own expense with a company that covers the replacement value for all risks of loss or damage to the equipment until it is returned to Beckman's possession. Furthermore, the policy must name Beckman as an additional insured and loss payee and provide Beckman with a 30 day notice of cancellation, modification, or termination.

- 56. If the Equipment is insured by the Debtors, then Beckman requests proof of the same. MMC has disclaimed any liability under the Leases and Beckman therefore presumes that MMC has not insured the Equipment and named Beckman as additional loss payee.
- 57. The Leased Equipment consists of depreciating assets, as MMC continues to use the Equipment in its daily operations. Therefore, Beckman's risk of loss increases with each day that passes.
- 58. Beckman believes it is entitled to relief from the automatic stay for cause, including lack of adequate protection and because the Equipment is not necessary for an effective reorganization.
- 59. Alternatively, the Debtors should be compelled to immediately assume or reject Beckman's leases.

II. <u>DEBTORS SHOULD BE COMPELLED TO IMMEDIATELY ASSUME OR</u> REJECT BECKMAN'S LEASES

- 60. Beckman's Leases are unexpired executory contracts and subject to the assumption or rejection provision of 11 U.S.C. § 365.
- 61. Section 365(d)(2) provides that, "[i]n a case under chapter 9, 11, 12, or 13 of this title, the trustee may assume or reject an executory contract or unexpired lease of residential real property or of personal property of the debtor at any time before the confirmation of a plan but the court, on the request of any party to such contract or lease, may order the trustee to determine within a specified period of time whether to assume or reject such contract or lease."
- 62. The Debtors have not yet proposed a plan, but Beckman believes and therefore avers that reasonable time has passed to allow the Debtors to immediately determine whether the Leases should be assumed or rejected.

- 63. As set forth above, the Debtors' operations ceased on or about November 6, 2013 and MMC has been operating the laboratory facilities and using Beckman's Equipment since the Sale Closing.
- 64. Given the age of this case, the Debtors' substantial post-petition default, and MMC's continued use and possession of the Leased Equipment, a reasonable time has passed to allow the Debtors to immediately determine whether the Leases should be assumed or rejected.
- 65. Debtors' counsel initially granted Beckman permission to coordinate with the laboratory to schedule the decontamination and recovery of its Equipment after the Sale Closing, but was subsequently informed that MMC now intended to assume the Beckman Leases because they are necessary for the operation of the laboratory.
- 66. Although Debtors' counsel agreed to amend the First Notice to reflect the assumption and assignment of Beckman's Leases (effective upon the Sale Closing), the Debtors chose to deviate from the Assignment Procedures and instead categorized Beckman's Leases as "neither assumed nor rejected."
- 67. The Debtors and MMC have undeniably benefited from the Leases, as uninterrupted use of the hospital laboratory was essential to the sale to MMC as a going concern. Moreover, MMC continues to benefit from Beckman's Leases and the collective refusal to reject the Leases and relinquish possession and use of the Equipment is further evidence of the Leases value.
- 68. Under the circumstances, the Debtors and MMC have had ample time to evaluate Beckman's Leases.¹⁰

¹⁰ The purpose of the Assumption Procedures was to afford the Buyer with sufficient time to review and evaluate the Debtors' unexpired contracts, and to allow for an orderly process for Debtors and Buyer to reject unexpired contracts and determine cure amounts for those contracts assumed and assigned to the Buyer. Lease counterparties should be able to rely on these existing procedures. The Assumption Procedures were not intended to create a

- 69. If the Debtors wish to assume and assign Beckman's Leases to MMC, then they should be required to immediately do so. Otherwise, the Debtors clearly have no further use for the Leases and they should be rejected.
- 70. As an aside, if Debtors and MMC had intended to assume Beckman's Leases, then the Cure Amount should have been paid at Closing or held in escrow, and Beckman has not been provided any evidence to demonstrate that any portion of its asserted Cure Amount was paid into escrow at the Sale Closing, as required.
- 71. The Debtors' (and MMC's) failure to unequivocally state its intention with respect to Beckman's Leases, is unjust and is prejudicial to Beckman.
- 72. Therefore, pursuant to Section 365(d)(2), Beckman respectfully requests that the Court enter an Order setting a date certain by which Debtors must formally assume or reject the Leases and pay the Cure Amounts due and owing under the Leases.

III. <u>DEBTORS SHOULD BE COMPELLED TO MAKE MONTHLY LEASE</u> PAYMENTS TO BECKMAN PURSUANT TO 11 U.S.C. § 365(d)(5)

- 73. Section 365(d)(5) provides the trustee *shall* timely perform all the obligations of the debtor. . . first arising from or after 60 days after the order for relief in a case under Chapter 11 of this title under an unexpired lease of personal property. . . until such lease is assumed or rejected notwithstanding section 503(b)(1) of this title.
- 74. It is indisputable that Beckman is entitled to receive payment of all contractual obligations under the Leases that became due on or after the 60th day following the Petition Date, without the necessity of meeting the requirements of § 503(b)(1)(A). *In re D.M. Kaye & Sons Transport, Inc.* 259 B.R. 114, 119 (Bankr. D.S.C. 2001). Thus, while a creditor may be entitled

mechanism for the Debtors and Buyer to circumvent Bankruptcy Code while holding lease counterparties hostage in order to gain a strategic advantage.

to an administrative claim for rents due during the first 59 days of the case if the requirements of § 503(b)(1)(A) are satisfied, after the expiration of the 59-day period, the trustee is *required* to timely perform under the lease until the assumption or rejection, whether or not the lease is beneficial to the bankruptcy estate. *Id.* (*emphasis added*). *See also In re Eastern Agri-Systems*, *Inc.*, 258 B.R. 352 (Bankr. E.D.N.C. 2000); *In re Furley's Transport*, *Inc.*, 263 B.R. 733 (Bankr. D. Md. 2001).

- 75. Because more than 60 days have passed since this case was filed and Debtors have taken no action to assume or reject the Leases, Beckman is entitled to receive the monthly payments due under the Leases as a matter of law. *See In re Edison Brothers Stores, Inc.*, 207 B.R. 801, 807 (Bankr. D. Del. 1997).
- 76. Since the Sale Closing, the Debtors have not expressly assumed Beckman's Leases and have refused to unequivocally indicate to Beckman its intention to assume or reject the Leases.
- 77. Accordingly, this Court should compel Debtors to immediately cure and to make timely monthly payments under the Leases.
 - 78. The sixtieth (60th) day after the Petition Date was July 29, 2013.
- 79. Given the Debtors' failure to make the monthly payments to Beckman and in accordance with Section 365(d)(5), this Court should compel Debtors to immediately cure the delinquency owed for lease payments due on or after July 29, 2013, in exchange for its continued use of the Leased Equipment until the earlier of: (1) the assumption and assignment of the Leases AND the Cure Amount paid; or (2) the Leases AND the Equipment is returned to Beckman.

IV. BECKMAN IS ENTITLED TO ADEQUATE ASSURANCE PURSUANT TO 11 U.S.C. §365(d) FOR USE OF THE LEASED EQUIPMENT

80. If this Court does not compel the Debtors to make payments pursuant to Section 365(d), then pursuant to Section 363(e) of the Bankruptcy Code, Beckman is entitled to adequate protection of its interests in the leased property, including payment for the Leased Property and compliance with the non-monetary terms of the Leases. Section 363(e) provides, in pertinent part:

Notwithstanding any other provision of this section, at any time, on request of any entity that has an interest in property used, sold or leased, or proposed to be used, sold or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as in necessary to provide adequate protection of such interest. This subsection also applies to property that is subject to any unexpired lease of personal property. . .

11 U.S.C. § 363(e)

- 81. Section 363(e) therefore provides that lessors of personal property, such as Beckman, who lack adequate protection, may seek equitable relief under this section. *See In re Ernst Home Ctr., Inc.* 209 B.R. 955, 965 (Bankr. W.D. Wash 1997) (Section 363(e) makes it clear that the personal property lessor is entitled to adequate protection); *In re The Elder-Beerman Stores Corp.* 201 B.R. 759, 762 (Bankr. S.D. Ohio 1996) (after the 1994 revisions, lessors of personal property who lack adequate protection may seek. . . equitable remedies under section 363(e)).
- 82. Here, given the Debtors' and MMC's continued post-petition use of the Leased Equipment without the commensurate payment to Beckman pursuant to the terms of the Leases, Beckman has not been, and currently is not being, adequately protected.

- 83. The Debtors and MMC continue to enjoy the benefits of the Leases and the Leased Equipment without providing Beckman some form of protection, monetary or otherwise, to compensate Beckman for such use.
- 84. Accordingly, Beckman submits the Court should require the Debtors to pay Beckman, in accordance with the terms of the Leases, all due and unpaid rent for the post-petition use of the Leased Equipment and should condition the Debtors' and/or MMC continued use of the Leased Equipment on the continuing performance of its obligations set forth in the Leases as they come due, including properly insuring the Equipment.

V. BECKMAN HAS AN ADMINISTRATIVE CLAIM PURSUANT TO 11 U.S.C. §503(b)(1) AND THE DEBTORS SHOULD BE COMPELLED TO MAKE IMMEDIATE PAYMENT

- 85. Section 503(b) of the Bankruptcy Code provides that an entity can request payment of an administrative expense claim for the "actual, necessary costs and expenses of preserving the estate . . . " "Actual and necessary costs under Section 503 include costs ordinarily incident to operation of a business, and need not be limited to costs without which rehabilitation would be impossible." *In re B. Cohen & Sons Caterers, Inc.*, 143 B.R. 27 (ED. Pa. 1992). In some cases arising under Chapter 11 it has been recognized that actual and necessary costs are not limited to those claims which the business must be able to pay in full if it is to be able to deal at all. *Id*.
- 86. Because the automatic stay prevents a secured creditor from exercising its rights to collateral, section 503(b) provides the secured creditor with an administrative expense claim equal to the lost value of the collateral during the pendency of the case. Grundy Nat. Bank v. Rife, 876 F.2d 361, 363-64 (4th Cir. 1989).

- 87. In <u>Grundy</u>, the debtor was permitted to retain and use a secured creditor's collateral (an automobile) during the case. <u>Id</u> at 362. The bankruptcy court ordered the debtor to make payment on the car loan. <u>Id</u>. The creditor claimed the debtor failed to make payments on the car loan, and by the time the creditor recovered the car it had diminished in value. <u>Id</u> at 364. The bankruptcy court denied the creditor's administrative claim, and the district court affirmed. However, the Fourth Circuit Court of Appeals reversed, and granted the creditor an administrative claim in an amount equal to "...either missed payments or the diminution in the value of the vehicle, whichever was greater." <u>Id</u> at 364 (emphasis added.)
- Other courts have also concluded that the debtor's use of a secured creditor's collateral during the pendency of the bankruptcy case is an "actual, necessary cost an expense of preserving the estate" under section 503, and therefore gives rise to a superpriority administrative expense claim under section 507(b). See. Hanna, 1997 Bankr. LEXIS 1937 at *13.; In re J.F.K. Acquisitions Group, 166 B.R. 207, 212 (Bankr. E.D.N.Y. 1994) (ruing that since the debtor's use of the collateral and its proceeds went to operate the business, the collateral was an essential aspect of the debtor's efforts to reorganize, and therefore diminution of value qualified as "actual, necessary costs and expense of preserving the estate"); Bonapfel v. Nalley Motor Trucks (In re Carpet Ctr. Leasing Co., Inc.), 991 F.2d 682, 686-87 (11th Cir. 1993).
- 89. At the hearing on December 9, 2013, the Debtors and MMC acknowledged (and the Court agreed) that Beckman has an administrative claim pursuant to Section 503(b)(1) for amounts due and owing from the Filing Date through the Sale Closing, and MMC shall be required to pay Beckman for any amounts due and owing after the Sale Closing.
- 90. As set forth above, the Debtors have failed to pay for certain post-petition goods and services (i.e. reagent chemicals) provided by Beckman (through the Sale Closing) in the total

amount of \$102,400.29 (\$74,155.52 from the Filing Date through the Sale Closing plus \$28,244.77 from the Sale Closing through December 16, 2013).

- 91. Beckman believes and therefore submits that the reagents provided to Debtors were actual and necessary costs of conducting the Debtors' hospital operations.
- 92. Accordingly, under Section 503(b)(1) of the Bankruptcy Code, Beckman is entitled to allowance and immediate payment of a \$102,400.29 administrative expense claim.
- 93. Moreover, the Debtors' use of the Equipment is an actual and necessary cost of conducting the hospital operations. Therefore, Beckman asserts that any unpaid lease payments should qualify as additional administrative expenses pursuant to Section 503(b)(1).
- 94. Consequently, Beckman should be granted an allowed 503(b)(1) administrative expense claim in the total amount of \$102,400.29, plus any contractual lease payments that remain unpaid.¹¹
- 95. Considering the circumstances of this case, including the undeniable benefit provided to the hospital and the sale as a going concern and MMC's continued use of Beckman's Equipment and reagent chemicals for its own benefit, Debtors should be compelled to pay Beckman its administrative claim immediately.

¹¹ Beckman reserves the right to amend the calculations of default contained herein.

WHEREFORE, for the reasons stated herein, Beckman requests that this Honorable Court enter an Order granting the relief requested herein, and granting such further relief as the Court deems just and appropriate.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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FOSTER & WOLKIND, P.C.

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(212) 691-2313 – telephone

Attorneys for Creditor, Beckman Coulter, Inc.

Dated: 12/23/2013

EXHIBIT A

Beckman Leases

- A.1 Contract Number 46065US
- A.2 Contract Number 32608US
- A.3 Contract Number 30784US
- A.4 Contract Number 23878US
- A.5 Contract Number 48732US

Exhibit A.1

Contract Number 46065US

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Expressly Prepared For:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER 16 GUION PL NEW ROCHELLE, NY 10801





Proposai Expiration Date: June 6, 2012

GPO Affiliation: PREMIER

BCi Customer Number: 4043

Initial Agreement Term: 60 months

BM Quote Number: 58971074

IHN Affiliation: GREATER NEW YORK HEALTH ALLIANCE (GNYHA) -

PREMIER

CUSTOMER BILL TO:

5775

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

NEW ROCHELLE, NY 10801

CUSTOMER SHIP TO:

5775

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

NEW ROCHELLE, NY 10801

Beckman Coulter Representative(s): Stever

Steven Barringer

This Agreement was prepared for, SOUND SHORE MEDICAL CENTER OF WESTCHESTER ("Customer", also "you" or "your") at the above "Bill To" address by Beckman Coulter, Inc. ("Beckman Coulter", also "BCI") and contains the terms and conditions that will apply for you to obtain the Products and Services. "Products" include the Equipment, Consumables or Test Kits.

i. PRODUCTS AND SERVICES

1.1 EQUIPMENT

You must lease from Beckman Coulter the quantity and type of Equipment listed below and pay the "Total Monthly Lease Payment" stated for each month of the Initial Agreement Term. Upon your acceptance of this Agreement, Beckman Coulter will supply to you and install the Equipment for your use. "Equipment" is defined as any instruments, systems or computer hardware, including any peripherals, options and accessories, provided to you under this Agreement and specifically listed in the table below.

Part #	Equipment Description	Туре	Acquisition Option	Qty	Monthly Lease Price Per Unit	Total Monthly Lease Price
A91925	AU680 w/ ISE instrument Sales Group	New	Lease	1	\$1,894.77	\$1,894.77
A91925	AU680 w/ ISE Instrument Sales Group	New	Lease	1	\$1,894,77	\$1,894.77
973111	ACCESS 2 SINGLE SYSTEM SG (NAO)	New	Lease	1	\$979.53	\$979.53
			Total I	Monthly	Lease Payment:	\$4,769.07

Part #	Equipment Description	Туре	Prev. Contract	Remaining Value
A10407	DXC 800 PRO/3709	Return	30784US	\$0.00
A08357	LX20 PROI/2923	Return	30784US	\$0.00
A15642	ACCESS2I/700164	Return	30784US	\$0.00

1.2 SERVICES

You must purchase the "Services" listed below and pay the "Total Monthly Service Payment" for each month of the Initial Agreement Term. The Total Monthly Service Payment is equal to the Total Agreement Service Payment divided by the number of months in the Initial Agreement Term.

	Annual S	ervice Prici	ng per Equip	ment Quant	ity		· · · · · · · · · · · · · · · · · · ·
Equipment Description	Service Type	Year 1	Year 2	Year 3	Year 4	Year 5	Years (6-7)
AU680 w/ ISE Instrument Sales Group - New	8x5	Warranty	\$14,661.00	\$14,661.00	\$14,661.00	\$14,661.00	NA



AGREEMENT

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PREMIER

				Total Agre	ement Servi	ice Payment	\$161,836.00
	· · · · · · · · · · · · · · · · · · ·					ce Payment	
ACCESS 2 SINGLE SYSTEM SG (NAO) - New	8x5	Warranty	\$11,137.00	\$11,137.00	\$11,137.00	\$11,137.00	NA
AU680 w/ ISE Instrument Sales Group - New	8x5	Warranty	\$14,661.00	\$14,661.00	\$14,661.00	\$14,661.00	NA

1.3 CONSUMABLES

You must purchase from Beckman Coulter, during each year of the Initial Agreement Term, the minimum amount of "Consumables" at the price per unit listed below, which is your "Minimum Annual Commitment." Beginning on the second anniversary of the Effective Date and each anniversary thereafter, you may decrease your minimum annual commitment if annual testing volumes decrease and your GPO/IHN Affiliations remain Premier/Greater New York Hospital Association Services respectively. Any adjusted Minimum Annual Commitment must reflect then current annual testing volume.

Part #	Consumable Description	Your Price per Unit	Qty per Year	Annuai Dollar Amount	
AUH1017	ISE Internal Reference, 2 x 25 mL	included	2	included	
7A409	ACETAMINOPHEN CALIBRATOR 1x5.0 mL 5x2.0 mL	included	12	Included	
9K059	ALCOHOL 100MG/DL CALIBRATOR 1 x 3 mL	Included	12	included	
9K029	ALCOHOL NEGATIVE CALIBRATOR 1 x 3 mL	Included	12	Included	
ODC0027	CRP Latex Calibrator Highly Sensitive Set (Level 1 - 5) 1 x 2 mL	Included	6	Included	
ODC0026	CRP Latex Calibrator Normal Set (Level 1 - 5) 1 x 2 mL	Included	6	Included	
4H209	DIGOXIN CALIBRATOR EMIT 2000 1 x 5 mL 5 x 2 mL	included	12	Included	
ODC0023	HDL Cholesterol Calibrator, 3 x 1 mL	Included	4	included	
ODC0024	LDL Cholesterol Calibrator, 3 x 1 mL	Included	4	Included	
4T209	GENTAMICIN CALIBRATOR EMIT 2000 1 x 5 mL 5 x 2 mL	included	12	Included	
ODR3032	HBA1c Calibrator (Level 1) 1 x 8 mL, (Level 2 - 6) 1 x 2 mL	Included	2	included	
AUH1015	ISE High Serum Standard, 4 x 100 mL	Included	1	included	
AUH1014	ISE Low Serum Standard, 4 x 100 mL	included	1	Included	
AUH1016	ISE Low/High Urine Standard, 4 x 100 mL	included	1	Included	
9A529	LEVEL 1 CALIBRATOR/CONTROL EMIT 11 PLUS 1 x 14 mL		4	Included	
A549	LEVEL 2 CALIBRATOR/CONTROL EMIT 11 PLUS 1 x 14 mL	Included	4	Included	
A569	LEVEL 3 CALIBRATOR/CONTROL EMIT 11 PLUS 1 x 14 mL	Included	4	Included	
R0070-2	Calibrator Assay Lvl 2 12 x 5 mL Calibrator,	Included	12	Included	



AGREEMENT

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Initial Agreement Term: 60 months

BM Quote Number: 58971074

IHN Affiliation: GREATER NEW YORK HEALTH ALLIANCE (GNYHA) -

PREMIER

Part #	Consumable Description	Your Price per Unit	Qty per Year	Annuai Doliar Amount	
	12 x 6 mL Diluent				
DR0070-1	Calibrator Assay Lvl 1 12 x 5 mL Calibrator; 12 x 6 mL Diluent	Included	16	included	
ODR3021	Serum Protein Multi Calibrator (Level 1 - 6) 1 x 2 mL	included	6	Included	
2340-C	NERL CO2 STD. 20 MEQ/L*, 1 x 25 mL	included	8	Included	
2340-E	NERL CO2 STANDARD 40 MEQ/L*, 1 x 25 mL	Included	8	Included	
4D109	PHENOBARBITAL CALIBRATOR EMIT 2000 1 x 5 mL 5 x 2 mL	included	12	Included	
4A109	PHENYTOIN CALIBRATOR EMIT 2000 1 x 5 mL 5 x 2 mL	Included	12	Included	
7S109	SALICYLATE CALIBRATOR 1x5.0 mL 5x2.0 mL	included	12	Included	
4P109	THEOPHYLLINE CALIBRATOR EMIT 2000 1 x 5 mL 5 x 2 mL	Included	12	Included	
DR0090	Urine Calibrator 6 X 5mL	Included	2	included	
DR0091	R0091 URINE CREATININE CALIBRATOR 1 X 120mL		2	Included	
1G109	EMIT 2000 VALPROIC ACID CALIBR	included	12	Included	
1W109	VANCOMYCIN CALIBRATOR EMIT 2000 1 x 5 mL 5 x 2 mL	Included	12	Included	
9K079	ALCOHOL HIGH CONTROL 1 x 3 mL	\$31.15	2	\$62.30	
K049	ALCOHOL LOW CONTROL 1 x 3 mL	\$31.15	2	\$62.30	
DDC0022	HbA1c Control, 2 x Control 1 Lyo, 2 x Control 2 Lyo, 1 x 2mL Reconstitution Fluid	\$93.09	2	\$186.18	
NUH1018	ISE Na+/K+ Selectivity Check, 2 x 25 mL	Included	2	Included	
/U919600	CL Electrode A&T (1 ea.)	\$271.07	2	\$542.14	
/U919500	K Electrode A&T (1 ea.)	\$271.07	2	\$542.14	
1U919400	Na Electrode A&T (1 ea.)	\$271.07	2	\$542.14	
1U919700	REF Electrode A&T (1 ea.)	\$621.98	2	\$1,243.96	
IU853200	Sample Cup, 2.5mL (pkg of 100)	\$129.62	8	\$1,036.96	
1U988800	Photometer Lamp, 12V 20W (1 ea.)	Included	4	included	
M011200	R Syringe (1 ea.)	Included	2	Included	
U962300	RollerTube (pkg of 2)	\$58.65	12	\$703.80	
M011100	S Syringe (1 ea.)	Included	2	Included	
SR00AF	ANTIFOAM - 4 x 500ml	Included	2	included	
UH1019	CLEANING SOLUTION, 4 x 100mL	included	4	included	
SR0001	Wash Solution, 6 x 2 L	included	10	included	





Proposai Expiration Date: June 6, 2012

GPO Affiliation: PREMIER

BCI Customer Number: 4043

initial Agreement Term: 60 months

BM Quote Number: 58971074

IHN Affiliation: GREATER NEW YORK

HEALTH ALLIANCE (GNYHA) -

PREMIER

_					
- 1	Part #	Consumable Description	Your Price per	Oty per Year	Annuai Doilar
- 1				ary her regi	Annual Dollar
┖			Unit		Amount

1.4 AUTOMATED INVENTORY MANAGEMENT (AIM)

(A) AIM - Cost Per Reportable

You must purchase from Beckman Coulter, during each year of the Initial Agreement Terms, the minimum amount of Reportables at the prices listed below, which is you "Minimum Annual Commitment." "Reportable" means any analysis performed on a patient sample that can be used in patient care — whether or not you get paid for the result — including without limitation proficiency testing, no charge patient testing, research testing, and any other testing on patient samples, but excluding any calibration, control, and patient repeat in the Reportable categories listed below.

Reportable Category	Price Per Reportable	Minimum Annual Commitment of Reportables	Carryover % Allowance	Maximum Reported Results before overages	Annual Dollar Amount
CMP	\$0.100	357,344	45%	649,716	\$35,734.40
Gen. Chemistry	\$0.175	80,930	45%	147,145	
Esoteric	\$0.600	15,854	45%	28,825	\$9,512.40
TDM	\$2.063	3,874	50%	7,748	\$7,992.06
DAT	\$1.000	19,654	45%	35,734	\$19,654.00
UDR	\$0.000	0	0%	0	\$0.00
Proteins	\$2.907	6,154	45%	11,189	\$17,889.68
Specialty	\$3.813	6,886	45%	12,519	\$26,256.32
Electrolyte	\$0.057	312,269	0%	312,269	\$17,799.33
Indices	\$0.013	100,370	5%	105,652	\$1,304.81

Minimum Annual Commitment: \$150,305.75

Reportable-Menu	
Reportable Category	Tests in Category
СМР	ALB.ALBM.ALBX.ALP.ALPD.ALT.ALT.AST.AST-,BUN.BUN3.BUNM.CR-S.CR-T.CRE,CRE3,CREA,CREM. GLU.GLU3.GLUCM.TBIL.TP.TP3.TPM,URE3,UREA,UREAM,CRTS
Gen. Chemistry	CAX.CHOL.CK,CK-,DBIL,LD-L,LD-P,LDH,MG,PHOS,PHOSM,PHS,PO4,TG,TG-B,TRIG,URIC
Esoteric	ACP.AMY,CKMB,CKNA,FE,GGT,HDLC,HDLD,HDLX,IBCT,IBCTC,IRON,LAC,M-TP,PAM,PAMY,T3U,T4,TIBC,TU,UIBX,UIBXR
TDM	ACTM,CAR.DIG,DIGN,GEN,GENT,PHE,PHNB,PHNY,PHY,SAL.SALY THE,THEO,TOB,TOBR,VANC,VANX,VPA
DAT	ALC.AMM.AMPH,BARB,BENZ,BNZG,COCM,ETOH,METD,METQ,OP,OP2,PCP,PROX,THC,THC2,THC5
UDR	UDR
Proteins	APOA,APOB,ASO,ASO-,C3,C4,CHE,CRP,HPT,IG-A,IG-G,IG-M,IGA,IGG,IGM,LDLD,LDLX,LIP,LIPA,LIPM,LIPX,MA,MAB,PAB,RF,TRF,TRFN
Specialty	CRPH,HA1C2,HBA1C,HBA1C2
Electrolyte	CA,CA3,CALC.CL,CO2,CO2A,K,NA,NA/K
Indices	HEMOL, SERUM INDICES

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I. IEKMO AND CUNDITIONS

2.1 INITIAL TERM AND EFFECTIVE DATE

This agreement begins after your acceptance of the Equipment and ends 60 months after.

2.2 PAYMENT TERMS

(A) Payment Due Date

Full payment must be made within 45 (forty-five) days following the date of invoice, or acceptance of Products(s), whichever date is later.

(B) Price Adjustments

In consideration for Customer and Mount Vernon Medical Center standardization on Beckman Coulter Hematology and Coagulation diagnostic testing solutions, the Initial Agreement Term pricing will remain firm for 3 years with a 1 time CPI increase of 3% in year 4 of the contract.

(C) AiM - Cost Per Reportable

- (1) Requirements. You must provide and maintain a dedicated telephone line or an Internet connection, as specified by Beckman Coulte the Equipment can transmit to Beckman Coulter the number of Tests Performed by you on the Equipment.
- (2) Payments. You must pay for all Tests Performed at the price per Reportable listed under 1.4 AIM Cost per Reportable and, if applica the Overage Amount.
- (3) AIM Program. Beckman Coulter will supply your initial AIM Inventory to you when the Equipment is installed. You will use your AIM Inventory to perform your Reportables and not for any other purpose. As you deplete your AIM Inventory, Beckman Coulter will replie it with additional Test Kits up to an amount equal to the AIM Tests Allowed. You may order additional or fewer Test Kits than the AIM Tests Allowed, but at the end of each twelve (12) month period or upon the expiration or termination of this Agreement, if Beckm Coulter shipped you more than the number of AIM Tests Allowed during the applicable period, you must pay Beckman Coulter the Overage Amount (In addition to your payment for Tests Performed).

(4) Definitions.

(a) "AIM Inventory" means the Reportable results obtained in the applicable period.

(b) "Kits Replenishment Formula" means the Reportables Performed in the applicable period divided by the sum of one minus the applicable Carryover % Allowance or

For example, if the Carryover % Allowance is 20% and the Reportable Results obtained Performed during the prior month is 1,000, Beck Coulter would replenish your AIM Inventory with 1,000 / (1 - 0.20), or 1,250 tests, as indicated on the Test Kit labeling.

(c) "Carryover % Allowance" means the amount of Test Kits in each Test Category listed above that may be used for maintenance and other such operations of the instrument.

(d) "Reportable Results Obtained" means any Reportables performed with the Equipment.

(e) "Overage Amount" means the number of tests as indicated on the Test kit labeling Beckman Coulter shipped to you during the perior ("Tests Shipped") minus the kits send under the "Kits Replenishment Formula" multiplied by the applicable Cost per Reportable Result:

Overage Amount = (Tests Shipped Reportable)

Reportable Results Obtained X Cost per Reportable Result)

(Price Per

For example, if the Tests Shipped is 200 tests more than the Minimum Annual Commitment of Reportable Result for each category, and the price per Reportable Result is \$0.50, then you would pay an additional amount equal to 200 x \$0.50, or \$100.00.

2.3 PRODUCTS

(A) Equipment Lease

You agree that this Agreement constitutes a true lease for the use of the Equipment listed in this Agreement, and unless otherwise specific agreed to in writing by Beckman Coulter, you do not have any ownership interest in the Equipment and will return the Equipment to Beck Coulter in good condition upon termination or cancellation of this Agreement. Beckman Coulter will pay for the decontamination and return Equipment. So long as you are not in default, you may purchase the Equipment "as is" at the termination of this Agreement for a purchase price equal to the Equipment's fair market value at the time of termination.

(B) Product Use

You agree to: (i) maintain and operate the Equipment only in accordance with the applicable operating manuals; (ii) promptly pay all taxe including any property taxes, assessments, license fees and other charges when levied or assessed against the Equipment or the ownership or use of them; (iii) immediately discharge any lien other than Beckman Coulter's that may arise or attach to the Equipment (iv) not remove the Equipment or any part of any Equipment from the "Customer Ship to" location stated in this Agreement; (v) not misuse

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abuse the Equipment, (vi) maintain, use, and store the ricoducts as provided in their manuals of labeling, (vii) use only reagents supplied otherwise approved by Beckman Coulter for use with the Equipment and (viii) not make any alterations, additions or improvements to the Equipment without Beckman Coulter's prior written consent.

(C) Training

As part of the price for certain Equipment, Beckman Coulter will provide you with factory-based customer training as specified below. At one key operator from your staff must attend the specified training within sixty (60) days from the Effective Date or as soon thereafter as possible if Beckman Coulter does not have available training slots during this sixty (60) day period. If Beckman Coulter determines that additional training is necessary during the term of this Agreement, Beckman Coulter will provide the training at Beckman Coulter's convenience. Training includes tuition, airfare, appropriate course materials, which may be in electronic media, reasonable lodging and may our must pay all incidental, optional, and personal expenses. All persons you designate for the training must have sufficient qualifications expertise to operate the Equipment.

Equipment Description	No. Training Siots
AU680 w/ ISE Instrument Sales Group	4
ACCESS 2 SINGLE SYSTEM SG (NAO)	1

2.4 SERVICES

You agree to the terms of the Services specified in this Agreement. The Services include 24 x 7 telephone technical support and, as required, parts, labor and travel for on-site service calls during Beckman Coulter's normal business hours. The Services, including its limitations and exclusions, are further described in the service description manual. You will make the Equipment available to Beckman Coulter at the agreed upon service time or pay Beckman Coulter an additional charge based on Beckman Coulter's prevailing service rate for the service call. Service fees do not include (i) moving, re-installing, de-installing or decontaminating the Equipment or (ii) service on the interruptible power systems, line conditioners, or laboratory information services. If Beckman Coulter can provide remote management software, including diagnostics and other services for the Equipment, including PROService, you must maintain and provide network or other Internet access to the Equipment so Beckman Coulter can remotely access the Equipment. You acknowledge that Beckman Coulter retains ownership of any equipment Beckman Coulter provides for remote diagnostics and services capability.

2.5 MISCELLANEOUS

(A) Risk of Loss

You assume and are responsible for all risks of loss or damage to the Equipment after delivery to your location. You must, at your own expense, keep in effect an insurance policy, with a rated insurance company acceptable to Beckman Coulter, that covers the full replacement value for all risks of loss or damage to the Equipment from the date the Equipment is received until the Equipment is returne to Beckman Coulter's possession. You must name Beckman Coulter as an additional insured and loss payee under the policy with a thin (30) day notice in the event of cancellation, modification or termination.

(B) Confidentiality

The information in this document is confidential and proprietary. Any use or disclosure of this information, aside from Premier/GNYHA, ot than that for which it has been provided may cause substantial competitive harm to Beckman Coulter and is prohibited.

(C) Other Terms

Where conflicts occur Premier Terms and conditions and/or terms and conditions in the body of this Agreement supersede the General Lease Terms and Conditions enclosed herewith.

Beckman Coulter will supply you an uninterruptible power supply (UPS) for the Equipment.

Beckman Coulter will supply you a Sonicator as part of the price of the Equipment.

Beckman Coulter will provide an interface credit of up to \$18,000.00. Beckman Coulter will apply a credit to your account after receiving t invoice showing the interface charges applicable to the Equipment.

Beckman Coulter will provide the water enhancement systems required by the Equipment.

This Agreement cancels and supersedes contract no(s). 30784US ("Prior Agreement") as of the Acceptance Date. Upon cancellation of t Prior Agreement, you must promptly return the instruments, identified as to be "returned" in the Equipment section of this Agreement, to Beckman Coulter. The pricing in this Agreement includes the value of any capital balance remaining from the Prior Agreement, if any.

If Customer orders the Consumables using Beckman Coulter's electronic commerce site, one shipment per month of Censumables shall

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on Beckman Coulter's electronic commerce site, one shipment per month of Consumables will be F.O.B. destination with all costs of transportation and insurance being paid by Beckman Coulter for Consumables if Customer puts these Consumables on a standing order (changes to which may only be made once per year) and the Consumables are shipped using Beckman Coulter's standard shipping sche and method. All changes to Beckman Coulter's shipping schedule or method requested by Customer may be subject to a fee. All other shipments of Consumables shall be F.O.B. shipping point with all freight charges pre-paid by Beckman Coulter and invoiced to Customer Equipment will be shipped F.O.B. destination with all costs of transportation and insurance being paid by Beckman Coulter as long as the Equipment is shipped using Beckman Coulter's standard shipping schedule and method. Beckman Coulter shall pay the costs of decontaminating, removing and shipping of the returned instruments to Beckman Coulter.

Your new Equipment may require Verichem Linearity Standards. If required, you must notify Beckman Coulter before the Equipment ship and Beckman Coulter will provide one set of these standards with the Equipment, but will be shipped separately. If you need additional Verichem Linearity Standards or you notify Beckman Coulter of your need after Beckman Coulter ships the Equipment, you must purchas the linearity standards directly from Verichem at your expense.

Your payment for Services begins on the first month of the initial Agreement Term for the following Equipment: AU680 w/ ISE Instrument Sales Group - New, AU680 w/ ISE Instrument Sales Group - New,

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Your execution and delivery to Beckman Coulter of a copy of this Agreement will constitute your acceptance of this Agreement including the attached General Lease Terms and Conditions. This Agreement is effective only when signed by you prior to the proposal expiration date indicated above and by an authorized Beckman Coulter representative at Beckman Coulter's corporate offices. Beckman Coulter reserves the right to withdraw this Agreement at any time prior to the Effective Date.

Customer Authorized Signature	Date	Purchase Order No	Begin Ship Date
DIM Mountain	3-26-12	NR169633	ASAP
Beckman Coulter, Inc. hereby accept			V
I			
Beckman Coulter Authorized Signat	ure Beckmai	n Coulter Authorized Print Name	Date

GENERAL LEASE TERMS AND CONDITIONS

- 1. Price. The prices you must pay for the Products and Services are as stated in this Agreement. In addition to the stated prices, you must pay for all taxes and fees imposed on the sale or use of the Products, including without limitation property taxes imposed on Beckman Coulter for the Equipment, and any other governmental charges imposed on Beckman Coulter relating to the Products and all shipping and handling, freight, Insurance, and other services. Beginning on the second anniversary of the Effective Date and each anniversary thereafter, the parties may renegotiate this Agreement if your annual Consumable or Test Kit volumes substantially decreased over the prior year and the requesting party gives written notice within 30 days after the anniversary date of the intent to renegotiate.
- 2. Payment Terms; Collection Costs. Payment under this Agreement is due 45 days from the invoice date or acceptance of the Products, whichever is later. If you fail to pay an invoice by the due date, Beckman Coulter will be entitled to charge you a late fee and interest on all amounts due at the rate of the lesser of 1½% per month or the maximum legal interest rate. If, at any time, Beckman Coulter becomes insecure about your creditworthiness, Beckman Coulter may require alternative payment terms or assurances of your performance. If you fail to comply with such alternative payment terms or provide adequate assurances. Beckman Coulter may declare you to be in default. Upon default, you agree to pay all collection costs Beckman Coulter inours, including without limitation reasonable attorneys' fees and expenses:
- 3. Title; Security Interest. The Equipment leased to you under this Agreement is owned exclusively by Beckman Coulter. You will (i) keep the Equipment in your sole possession and control. (ii) have no interest whatsoever in the Equipment other than the lease rights granted in this Agreement, (iii) keep the Equipment free and clear of all liens and encumbrances, (iv) not move the Equipment from its installed location without the prior written consent of Beckman Coulter, and (v) take appropriate action to store, maintain, and protect the Equipment in accordance with instructions in the applicable manuals. The Equipment is and will remain personal property; you will not affix or attach the Equipment to real property or any improvements. Beckman Coulter retains title to the Consumables and Test Kits until you have purchased and paid in full all amounts due for each Consumable or Test Kit. If, for any reason, it is determined that title to any Product passes to you, including title to any leased Equipment, you agree to grant Beckman Coulter a purchase money security interest in the Product, and any proceeds thereof, for all amounts owing to Beckman Coulter for or related to the Product and any amounts owning to Beckman Coulter under this or any other agreement. You agree to cooperate with Beckman Coulter in perfecting and maintaining Beckman Coulter's security interests, and without limiting the foregoing, you authorize Beckman Coulter to file one or more UCC financing statements with respect to any or all of the Products. Beckman Coulter may assign or reassign its security interests without notice to you, provided that Beckman Coulter's obligations under this Agreement remain in full force and effect. You will recognize each such assignment and will not assert against the assignee any defense, off-set or counterclaim you may have against Beckman Coulter under this Agreement or any

other agreement between both of us.

- 4. Delivery; Acceptance; Returns. Beckman Coulter will ship Products within a reasonable time after Beckman Coulter receives your purchase order, or if this Agreement states a proposed shipment date, on or around such date. Beckman Coulter will endeavor to meet any delivery date specified in any purchase order but is not be liable for failing to meet the delivery date. All Products will be delivered F.O.B. shipping point. Risk of loss with respect to all Products will pass from Beckman Coulter to you upon shipment. Leased Equipment will be deemed accepted by you 60 days from shipment of the Equipment unless you have notified Beckman Coulter in writing of any defect or non-conformity prior to that date. Consumables and Test Kits will be deemed accepted by you upon shipment. You must report to Beckman Coulter, in writing, any claims for missing or defective Consumables and Test Kits within 15 days from your receipt of the Consumable or Test Kit. Defective, nonconforming or missing Products will be addressed according to the warranty provisions of Section 6. Product returns will be accepted at Beckman Coulter's discretion and may be subject to a restocking charge.
- 5. Third Party Use. You may not sell or otherwise permit third parties to use the Products. This Agreement will be solely for the benefit of, and will be enforceable only by, you or Beckman Coulter and the respective successors and assigns of each party as permitted under this Agreement.
- 6. Limited Warranty and Disclaimer. Subject to the below exceptions and conditions, Beckman Coulter warrants to you that (i) the Equipment will perform in all material respects in accordance with the applicable operator manual, for twelve months from the acceptance date, (ii) Beckman Coulter reagents provided under this Agreement will conform and perform in all material respects in accordance with the applicable labeling for the lesser of the expiration date set forth on such label or 12 months from the delivery date if no date is specified on such label and (iii) Services will be performed in a workmanlike manner. If a Product defect develops under normal and proper use during the warranty period, Beckman Coulter will, at Beckman Coulter's option, and without charge, either repair, during Beckman Coulter's normal business hours, or replace the non-conforming Product. Your exclusive remedy for missing or defective Products will be the repair or replacement by Beckman Coulter of the Products. The original warranty period will be in effect on any repaired or replaced Products. If Beckman Coulter replaces any part under this warranty or as a result of any Services performed, Beckman Coulter will own the replaced part. Your exclusive warranty for Services not performed in a workmanlike manner will be re-service of the applicable Instrument. If a third party manufactured product is supplied to you pursuant to this Agreement (such as software, printers, or personal computers), Beckman Coulter assigns to you any rights that may exist under the warranty provided by the manufacturer. Beckman Coulter does not, however, warrant the performance of the third party manufactured product or provide any remedy for failure of the third party product to perform. Your exclusive remedy is any remedy that may exist under the warranty nghts passed through to you under this section. THE WARRANTIES IN THIS SECTION ARE PROVIDED IN LIEU OF ALL OTHER

GENERAL LEASE TERMS AND CONDITIONS

WARRANTIES, EXPRESS OR IMPLIED, AND ARE YOUR EXCLUSIVE REMEDIES RELATING TO PERFORMANCE OF THE PRODUCTS OR SERVICES. BECKMAN COULTER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY ABOUT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THE TERM OF THIS AGREEMENT.

- 7. Limitations on Services. You will be responsible for, and Beckman Coulter's service and warranty obligations under this Agreement will not apply to, repairs, replacements or claims resulting from (i) your failure to properly perform the service and maintenance required in the operator's manual for the Equipment, (ii) repairs or relocation of the Equipment by persons other than those authorized by us, (iii) replacements with parts. components and materials not supplied by Beckman Coulter, (iv) misuse, abuse, negligence, negligent operation of or improper storage of any Product, (v) alterations, modifications, disassembly, repair or tampering by any person other than Beckman Coulter's authorized service personnel unless repair by others is made with the written consent of Beckman Coulter; (vi) using unauthorized non-Beckman Coulter brand accessories, reagents, calibrators, consumable or supplies with the Equipment, (vii) environmental conditions outside the recommended range of the Product, such as electrical supply. temperature, or humidity or (viii) other factors beyond Beckman Coulter's control, such as fire, explosion or flood. Representations and warranties made by any representatives. salespersons or agents of Beckman Coulter, which are inconsistent or in conflict with or in addition to the terms of this Agreement, will not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.
- 8. Limitation of Liability. BECKMAN COULTER'S TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT MONEY DAMAGES NOT TO EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE DATE THAT THE CLAIM FIRST ACCRUED. THIS LIABILITY LIMIT IS CUMULATIVE AND ALL DAMAGES PAID TO YOU UNDER THIS AGREEMENT WILL BE AGGREGATED IN CALCULATING THE SATISFACTION OF BECKMAN COULTER'S LIABILITY LIMIT. BECKMAN COULTER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT YOU MAY INCUR FROM DELAYED SHIPMENT OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, WARRANTY OR OTHERWISE. BECKMAN COULTER WILL HAVE NO LIABILITY TO YOU, OR ANY THIRD PARTIES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), EVEN IF BECKMAN COULTER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. No action arising out of this Agreement or any transaction pursuant to this Agreement, may

be brought by you more than one year after the date the cause of action accrued. This section will survive the termination or expiration of this Agreement.

9. Default. Any of the following events or conditions will be deemed a default under this Agreement: (i) Beckman Coulter has not received any required payment in full, including but not limited to payments for invoices and shortfall amounts, within 30 days after such payment is due; (ii) you become insolvent, are liquidated or dissolved, institute bankruptcy proceedings or make an assignment for the benefit of creditors; (iii) you are in default of any Other agreement between you and Beckman Coulter or any affiliate of either; (iv) without Beckman Coulter's consent, you attempt to redistribute the Consumables or remove, sell. transfer, encumber, part with possession of, or sublet the Products; (v) you submit any credit or other information to Beckman Coulter that is untrue or misleading in any material respect or (vi) you violate any other term or condition of this Agreement or any other agreement you have with Beckman 2011/1 Coulter and fail to correct such violation within 30 days after receipt of written notice from Beckman Coulter.

Upon default, Beckman Coulter may, at Beckman Coulter's option and without notice or demand, terminate any or all portions of this Agreement. Upon termination, Beckman Coulter may issue an invoice (a "Termination Invoice") to you for an amount equal to the total of (i) all past due amounts, plus (ii) the number of months remaining in the lease term before maturity multiplied by the Total Monthly Lease Payment, the product of which will be discounted to the date of the default at six percent (6%) per year, but only to the extent required by law, plus (iii) the lesser of: (a) the amount that you would have paid if the Products or Services delivered had been purchased individually at the non-discounted and non-bundled price, or (b) an amount equal to 60% of the Contracted Remainder. The "Contracted" Remainder" Is defined as the amount that you would have paid if you had fully performed your obligations to purchase the Minimum Annual Commitments for the then current term. In addition, Beckman Coulter reserves the right to be compensated for a portion of all expenses incurred by Beckman Coulter because of your agreeing to fulfill the Minimum Annual Commitments, which expenses may include without limitation all training, installation, shipping and delivery expenses (the "One Time Expenses"). The percentage of these One Time Expenses that is recoverable will be calculated by dividing the Contracted Remainder by the total revenue that would be paid to Beckman Coulter under this Agreement if you were to fully perform all your obligations. You agree to pay any Termination Invoice within 30 days of its date. Payment of the Termination Invoice does not preclude Beckman Coulter from seeking or enforcing any other right or remedy available to Beckman Coulter under law or in equity. Beckman Coulter does not waive any rights by accepting overdue payments. During any period in which you are in default of any provision of this Agreement erany other agreement you have with Beckman Coulter, Beckman Coulter will be under no obligation comply with any of its obligations under this Agreement or any other agreement you have with Beckman Coulter. Such nonperformance will not be a breach of this Agreement and you expressly waive that nonperformance as a defense in any action. Because both of us understand the difficulty-in estimating Beckman Coulter's

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GENERAL LEASE TERMS AND CONDITIONS

damages upon default, you agree that the provisions of this section represent an agreed measure of Beckman Coulter's actual damages and are not to be deemed a penalty or forfeiture. Beckman Coulter will have no obligation, whether under statute or otherwise, to sell, lease or otherwise use or dispose of any Equipment in mitigation of Beckman Coulter's damages.

- 10. Regulatory Requirements. You acknowledge your obligation to inform your employees, consultants and associates who will use the Products of Beckman Coulter's labeling literature and related notices that Beckman Coulter provides to you. If you file any cost reports or claims for reimbursement with federal or state health care programs, you will fully and accurately disclose and claim the amount of any discount in accordance with any applicable federal and state statutes and regulations. The parties will comply with all applicable laws and regulations, including all laws and regulations relating to the protection of patient health information. You acknowledge that the Equipment is not generally operated in patient care areas and agree that you will not subject Beckman Coulter's personnel to access requirements greater than those specifically recommended by the Joint Commission for health care representatives without regular access to patient care areas.
- 11. Force Majeure. Beckman Coulter will not be liable for any delay or failure to perform under this Agreement due to causes beyond Beckman Coulter's reasonable control, such as acts of God, war or other hostility, acts of terrorism, civil disorder, the elements, fire, power failure, equipment failure, industrial or labor dispute, embargo, acts of any government or inability to obtain necessary supplies and the like. In the event of any such delay or failure to perform, Beckman Coulter will have additional time within which to perform Beckman Coulter's obligations under this Agreement as may be reasonably necessary under the circumstances. Despite anything to the contrary in this Agreement, Beckman Coulter may apportion Product subject to a shortage in any manner Beckman Coulter considers equitable.
- 12. Purchase Orders; Entire Agreement. This Agreement (including these General Lease Terms and Conditions) constitutes the entire understanding between you and Beckman Coulter with respect to its subject matter and supersedes any and all prior or contemporaneous communications and agreements, regarding this subject matter, written or oral, and cannot be modified except by a written instrument (which states that it is an amendment) signed by authorized signatories for both parties. Any terms or conditions on your purchase order, order acknowledgement or any other documents relating to the purchase, sale, lease or transfer of Products will be null and void. Such documents will only be used to confirm quantities and agreed delivery schedules and will not supplement or modify the substantive terms and conditions of this Agreement.
- 13. Dispute Resolution. Any contract between you and Beckman Coulter relating to the Products, including this Agreement, will be governed by and construed in accordance with the laws of the state in which you are located, excluding its choice of law provisions. Within 30 days of a request, a Vice President (or equivalent officer) from each party will personally attempt to resolve a dispute with each other. If these officers do

- not resolve the dispute within 30 days, the dispute may be submitted to mediation if both you and Beckman Coulter agree, or submitted to a court for resolution.
- 14. Assignment. You may not assign, pledge, encumber, sublease or transfer this Agreement, any rights or obligations under this Agreement or any other information relating to the pricing and structure of this transaction without Beckman Coulter's prior written consent. You agree that Beckman Coulter may assign this Agreement and that your obligation to such assignee will not be subject to any abatement, offset, defense or counterclaim.
- 15. Miscellaneous. Beckman Coulter's failure to exercise any rights under this Agreement will not be deemed a waiver or forfeiture of such rights. Beckman Coulter's waiver of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement. Headings in this Agreement are for convenience only and will not constitute part of this Agreement. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable for any reason, (i) the validity and enforceability of the remaining provisions will not be affected or impaired in any way and (ii) the parties will promptly renegotiate the affected provision to determine valid and enforceable language that most closely resembles the language rejected by the court and intended by the parties. This Agreement was drafted on the basis of mutual understanding. Each party acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement will be read and interpreted according to its plain meaning and any ambiguity will not be construed against either party. This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement.

Exhibit A.2

Contract Number 32608US

Access® 2 Immunoassay System

32608 US

OSO Opportunity Number:

Customer:

National Account Status: Promotion Number: 9966

Annual com

Sound Shore Medical Ctr.

GNYHA

Promotion 9966 Access 2 Agreement

Beckman Coulter, Inc. ("Beckman") will provide the Customer with a new Access 2 Immunoassay System(s) (part number 973111) for five (5) years. Beckman will include a one (1) year warranty and provide to Customer an additional four (4) years of service (Standard 8x5 Option) and all software updates at no additional charge, In exchange, Customer agrees to:



- Commit to a Reagent Agreement for a period of 5 years (60 months) from the date that this agreement is signed by Customer.
- To commit to a reagent volumes of assays and consumables totaling a minimum of \$38,000.00 annually (per instrument), as follows:

ATTACHMENT "A			
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- Customer agrees to accept shipment of one (1) Quarter (3 calendar months) of assay kits to initiate the agreement to the new Access 2 Immunoassay System. Assays may be any combination of Access Immunoassay Systems Reagents.
- Upon execution of this agreement, Customer agrees to accept immediate delivery of Access 2 instrument and (1) one quarter of "New Kits" as specified herein.

If Customer falls to attain the contracted volume in any period, Beckman may invoice Customer for the shortfall and adjust the pricing to apply in the future to match the expected volume based upon the customer's rate of purchase over the twelve (12) months preceding the adjustment.

Commencing on the second anniversary of the signing of this Agreement and on each anniversary thereafter, Customer or Beckman Coulter has the right to renegotiate this Agreement on a prospective basis is the Customer's annual reagent volumes substantially decrease, as measured over the preceding 365 days. This right can only be exercised by giving written notice to the other party within thirty (30) days following the anniversary date.

BECKMAN COULTER, INC	CUSTOMERAUTHORIZED SIGNATURE
SIGNATURE	SIGNATURE 1
Home Hange Chert Source	NAME OF A COLOR
12/24/08	11-21-08
DATE	DATE





Date: August 15, 2008

Customer: Sound Shore Medical Center

OSO Opportunity#: 126210 National Account Status: GNYHA

Promo #: 9966

The information below represents the quantity of reagents and other consumables on an annual basis:

P/N	Product	Annual City	Ur	iii Cost*	Aı	nnual Cost
33340	AccuTnl 2x50	122	\$	191.00	\$	23,336.11
33345	AccuTnl Calibrator	4	\$	85.00	\$	340.00
37200	Hybritech PSA 2x50	44	\$	252.00	\$	11,002.75
37205	Hybritech PSA Calibrator	4	\$	64.50	\$	258.00
33810	T-Uptake 2x50	11	\$	30.00	\$	341.14
33815	T-Uptake Calibrator	4	\$	64.50	\$	258.00
33800	T4 2x50	17	\$	30.00	\$	508.00
33805	T4 Calibrator	4	\$	64.50	\$	258.00
33880	free T4 2x50	56	\$	98.00	\$	5,490.13
33885	free T4 Calibrator	4	\$	64.50	\$	258.00
A13422	free T3 2x50	15	\$	102.00	\$	1,538.08
A13430	free T3 Calibrator	4	\$	64.50	\$	258.00
	TOTAL				\$	43,846.20

^{*} Unit Cost is based on GNYHA (Premier Tier 6) pricing.

REAGENT AGREEMENT

1. Definitions

• Destinations the party identified on the face of titts Agreement, "BCI" means Bectman Coulter, Inc. "Effective Dety" means the date that this Agreement is accepted by an authorizative resemblation of BCI at its sales beadquarters in Bries, Cellfores "Product(s)" means the goods set forth on the face of this Agreement and all goods shipped under the Agreement. There" means the general defined by the number of months or years indicated on the face of this Agreement adjoorn to "Term".

2. Pricing

All purchases by Customer under this agreement shall be at the prices set forth on the face of this Agreement. SCI may change the prices set forth in this Agreement. If: (i) The prices borresse takes effect after the until tender (1.2) months of the Stam are configurated and, (ii) Assuming the same rate and volunte of the Product Purchases as in the Northe (1.2) months providing the change, in aggregate the effect of the Change would not exceed the greater of: (ii) the percentage increase this casted for the Medical Care. Expectature Consigning in the ordinate Price Intent for all friend comments (unadapped) from the later of the Effective Date are the effective date of the change. Or (y) the percentage increase increase to the change, or (y) the percentage increase in contain incurred by BCI for one respected immediately before the effective date of the List price change. In containing the BCI for one respectate such or labor since the later of the Effective Date of the List price change to Date takes, in containing any price decently of effect, BCI may, on thing (30) days prior written notice, cancel any portion of this Agreement requiring BCI to deliver the effect.

4. Product Supply
As indicated on the face of this Agreement, this is either a firm Casternar order for Products under the Firm Order provisions of Article 4.8. or is a maternal resigning him under the Maternal Plan provisions of Article 4.8.

A. Firm Order, SCI agrees to set and delayer to Customers are of Customer sequence to purchase and take from SCI or through its authorized cistributions during each year of this Agreement the quantities of Products specified on the face hereof. BCI may conduct quarterly, semi-instead of sexual studies of Customer's volume of grundrases. If Costomer has failed to action the continuous artistance in any provide Discinomer for the street and and studies for princip to apply in the fauther continuous artistance over the princip Costomer's only grater or under these elemental that Customer's obligation under these Princip Costomer's and grater or the provisions to amended to an ex-dement purchases, and it is to great or writing to that request, then, in addition to other price ediportment provisions under this Agreement, pricing may be adjusted by SCI to reflect Customer's co-desand ortigation. The first on price adjustments set forth in Article 2 shall not eight to price changes make a unsured to this Agreement.

with tig cross request, cash, in it opinion to price price equisations provisored under the superiority. Distingthing his displayed by BCU to reflect Units Article.

Bit to reflect Opinions's on-centered obligation. The limits on price educations is of brit in Article 2 shall not epity for price changes made pursuant to this Article.

Shall and the cold tits Agreement. Customer agrees to and shall provide accurate and thinly matching matter readings to ECI. Customer will be alt good quantities of Products each most bisease on the replecishment formulas ask forth in BCI's Alettred Systems Insecution Manual and Customer's average volume of Teats as shown by the metal board in the term immediately proceeding months. Customer shall pay only the monthly change per Teats on shown by the metal board in the term immediately proceeding months. Customer shall pay only the monthly change per Teats or shown by the metal board in the term of the test in accordance and in required by Customer from Sci in return for Tests in several or accordance and required by Customer from Sci in return for the Tests exclusily performed as shown by the metal bridge of Products required by Customer in accordance with the replacibilisment from the fact that the Tests exclusive performed shall be ordered by Customer from BCI and shall be supplied by BCI at BCT's then prevailing prices, he used in Staticle 4.8. "Test metals allowed by the metal board, shall be blind or Customer as BCI's replaced by BCI at BCT's then prevailing prices, he used in Staticle 4.8. "Test metals seen allowed the products exceed the supplied to Customer's accessing the strong and district 4.8. "Test metals seen from the products and control functioning productions seen the supplied to the supplied to

9. Bailing Prices stoked herein are not of all taxes, and if any pages should not apply because Customer claims tax exempt status, such taxes shall be required until Customer provides BCI with a conflictat of tax exempt status. Customer shall reimfourse BCI for all taxes, duties or other charges levied by any Government on the Products. Each invotes shall be goted in full by Customer within theiry 130) days from the date of BCI's invoice, there is no accounted by government about contracts the government before the pages to pay any invoice or Products or to make any pagement under any prior or subsequent order or agreement shall committee a better of Buyer to pay any invoice on suspeny deletings that not produce it from subsequents order or agreement shall provide breach of the Agreement in accordance with the Default provisions hereo. BCI's action to suspeny deletings shall not produce it from subsequently canability that Registerant if BCI by his have any doubts at any time has been provided by the page of the page of the Buyer's beautiful accordance with the Default provided provided any including the page of the Buyer's finance of the Buyer to provide such additional security or can other terms self-shocurs or BCI. Faiture of Buyer to provide such additional security or comply with such other terms and the BCI's accordance with the Default providers herein. Customer shall pay a late payment charge equal to one and one had present (1 1/2%) per month, or the buyers interest may permitted by law, introduced to the BCI's accordance and the BCI's discretion. To any past doe obligation of Customer and to the extent not so applied, shall be relurned to Oustomer, without interest at the explication of this Agreement.

 Term
 This Agreement commences on the Effective Date and continues for the full Term and then shall be automatically extended.
 The Agreement commences on the Expective Lake and cumulated for the late of the state of encounteractory described for suppose one of 1) year section at the same entered purposes in these states (and (cupy prior to the experience of the initial or any remeal term, either party provides the other with notice to terminate at explication. If Customer insents to use the Products in conjunction with an instrument purchased, realised or lated from BCL cathering terminated by the Customer's signing of this Agreement and the International to the impost subsequent to the Discotine Date, the first delivery of Products shall not begin until shapment of the naturalist and the Term shall can from the day of Instrument shipment.

7. Force Hajeure, Shortages Carlotte Hajeure, Shortages Carlotte Grant of dalay, in whole or in part, in the performance of any of its obligations betwender due to any cause beyond its control, including, by very of compile and not limitation. Acts of God, accident, the ficod, storm, embryonia, rick, any abbodings, suphosion, both disturbance strike, reliced deletes requirement. Commomental law, regulation, rule of collegance, whether valid or invales, highly to obtain energy, rew magnitude, before or emisportion under usual prices, laws and conditions, or any prices or different configuration. What make the production are different configuration and control of the configuration of purchase supplies of any such malarists and quantities of effecting when the price of character shall otherwise create in full force and place (Bit may during any period of new whether the condition of the foreigning causes, allocate by weblated supply of products in any narried which it, in its soft discussion, desire appropriate among itself and its auxomens, notucing those customers, not due to united controls.

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Signature (Namenty and Institutents, systems and accessomes shall perform in all material respects for barding (12) months from defluency as set forth in BCI published product specifications (including any applicable Year 2005 Statement of Complaints) and departure and the time of delivery. BCI warrants that vill respects and consumitations self-including any applicable Year 2005 Statement of Complaints and operation of controls in all material respects consistent with specifications for the lesson of branch (12) months from delivery or antill the aspirection date set forth on the label. Customer's exclusion moved under this serranty, is the repair or replacement (as selected by BCI; of the non-contioning Product, BCI shall not be obligated under this serranty? If he need for repairs or replacements circuity or information selections of the label and perform the serranty of the need for repairs or replacement (as selected by BCI; of the non-contioning Product, BCI shall not be obligated under this serranty? If he need for repairs or replacements circuity or information selections of continuous controls and the selection of the product as specified by BCI. BCI shall not be obligated under this serranty? BCI is the label of the repairable for respects or replacement and the product as specified by BCI. BCI shall not be repairable for results governable from or of demands caused by Dcisponers's use of third party products or supplies on conjunction with BCI products or such as a services and engineered exertions. Repairs and or options are selected and engineered exertions. Repairs and or options of the product in some selection performs the services and engineered exertions. BCI services are selected and engineered exertions are excessory in which it is installed, shall be made only at BCI's discretion and the Customer's performent of the results thereof are not pure added and out to be construed as a service of the performance of the results thereof are not pure added and out to be toleranted as a service of the

9. Default

Toustomer hids to make any payment specified in this Agreement within thing (30) days from the twoice date, if Dustomer hids to processes the Products in the quantity or for the fault form or otherwise prescribe any of the tyring and conditions of this Agreement, or if any credit or other intermetion submitted by Costomer to BCI be unitrue in uny restored respect, then BCI may, at its option and without notice or deeped, excell this Agreement, Open and counted in uny restored respect, then BCI may, at its option and without notice or deeped, credit this Agreement, Open and counted price, or (if any counted price, or (if a the arround these paid if the Products delibered had been purchaged at the list price instead of the discounted price, or (if a the arround these paid if the Products delibered had been purchaged at the list price instead of the discounted price, or (if a the arround these paid in the Products delibered had been purchaged at the list price instead of the discounted price, or (if a the arround these particles) and the paid of the Products delibered had been purchaged at the list price instead of the discounted price, or (if a the arround the paid to start prevent and the paid to start prevent and the discounted price, or (if a the arround the paid to lead the paid to perform a discounter or an agreement cross referencing or cross referenced by the valid have been provided under this agreement cross referencing or cross referenced by the paid a portion of the Time Expenses means at instrument discounts or allowed to paid to be paid a portion of the Time Expenses means at a substanced by the paid as portion of the Expenses. The accordance is referred by the state accordance to the paid to consider the paid and the paid to the constitute of the paid as portion of the Section of t

10 Untraction or Loopin's ECI shall sto be liable for any special, direct, incidental or consequential damages, or for interruption of business or one of profiles. ECIs liability under this Agreement or arising from the meanufacture, installation, maintenance, rapair or use of the Products fundabled under this Agreement, whether in tort, contract or otherwise, is limited to an amount equal to the over-age armset accounts paid by Customer pursuant to this Agreement.

11. Authorized Representatives
Each of the parties expressly represents and warrants that the authorized representative signing this Agreement on their bandles have been extited tend by the party.

12. Requisionsy Requirements
Customa activisated by the Collegation to inform its employees, computants and associates who will be using the Products.
Of BUT's labeling literature and votices ruleine thereto which BCI has or may hareafter provide to Customer, if Customer time any costs reports or claims for retrodursement with federal health care programs, Customer shall fully and accurately disclose and chaim the amount of any discount included under this Agreement in the discoult which the discount included under this Agreement in the listed year in which the discount in carried or the following year, according to any applicable federal statutes and requisitions.

SC I shall defend any suit or proceeding brought against Customer so far as it is based upon assertion that the Product fur-nished by BCI under this Agreement constitutes a direct intringenters of any United States passed having a claim or claims cov-ening the Product, or the use of such product. If notified promptly in arriang and given authority, information and exclasines (at BCT's appears) for the differes of seven, and BC shall pay all senges and costs enamined therein against Customer. If use of the Product is enjoined, BCI shall, at its option and at its explantate, either (1) procure for Customer the right to continue using the Product (2) replace the same with a nonlinitinging product, or (3) creatly it so it becomes nonlinitinging.

14. Miscellaneous to the returned to BCI anthout a written BCI Return Goods Authorization, and returns shall an auspice to resoluting cropes. Any article hereuseder shall be served by registered or certified mail, return receipt requested. Here products may contain components that are remanifectured. This will not affect the performance of the product and the warranty will remain instear. This provisions on the face of the agreement shall step recedence ower the provisions on other remains the entire understanding of the parties relative to the subject review benefit and step personal or collateral understanding whether and or written is supressly super-sected. Any representation, warranty, provises or condition we choose for form a part of the writing of this Agreement shall not be binding unless a writing and signed by a duly authorized representation of both part est. This Agreement shall be binding unless at writing and signed by a duly authorized representation of both part est. This Agreement shall be chartered and conditions of this Agreement. Contrary a subdivinal terms and conditions or proposed by Lavorer's purchase order a subdivinal time capture and conditions are proposed by Castorer's furches order and extension of this Agreement shall be contracted to the subject of the state of Castorer and the subject of the subject o

Exhibit A.3

Contract Number 30784US

36784 US

PLEASE NOTE:

The following pages were provided to PSG as bad or poor original quality.

30784US



AGREEMENT

Date:

October 7, 2008

Page 1 of 10

Date Agreement Expires: 12/26/2008

BCI Customer No:

Corporate Account Affiliation:

Premier -**GNYHA**

IHN Affiliation: N/A

BILL TO:

5775

SOUND SHORE MEDICAL CENTER OF WESTCHESTER 16 GUION PL NEW ROCHELLE

NEW ROCHELLE NY 10801-5500

SHIP TO:

5775

SOUND SHORE MEDICAL CENTER OF WESTCHESTER 16 GUION PL NEW ROCHELLE

NEW ROCHELLE NY 10801-5500

Beckman Coulter Representative(s): GEORGE MAYLOR, JAMES OTTY

I. Equipment Description

System		Type	Part No.	Qty	List Price	Extended Price
Spinchron-DLX Centrifuge	NEW	Reagent Rental	385303	2	\$6,510.00	\$13,020.00
CTAI (LXI), Replacement Package	TRANSFER	Lease	A15841	1	\$43,290.00	\$43,290.00
Access2i (LXI), replacement Package	TRANSFER	Lease	A15642	1	\$46,061.00	\$48,081.00
Kit, DL2000 Software Dongle/PMF	TRANSFER	Lease	378077	1	\$21,000.00	\$21,000.00
SCD Configured DL/2000	TRANSFER	Lease	A09851	1	\$3,544.00	\$3,544.00
LX20 PROI (LXI), Final Assy, Pkgd	TRANSFER	Lease	A08357	1	\$222,600.00	\$222,600.00
UniCel® DxC 800PRO Synchron® Clinical Chemistry System	NEW	Lease	A11812	1.	\$388,000.00	\$388,000.00

Subtotal: \$737,515.00

Trade in: \$0.00

Allowances: (\$370,852.00)

Net: \$366,663.00

Agreement Term/Total Investment:

60	\$7,466.35	\$0.00	\$0.00	\$0.00	\$7,466.35
Agreement Term	Monthly Lease	Monthly Minimum	Monthly Service Payment	Security	initial Payment (1st Month
(Months)	Payment	Regent Payment	(If not included)	Deposit	Payments + Deposit)

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October 7, 2008

Page 2 of 10

Standard Value Added Summary:

- 1. LABIQ (Laboratory Workflow Analysis)* and **
- 2. 2 Continuous Process Reviews per Year*
- 3. Customer Training
- 4. Operator and Maintenance Manuals
- * LABIQ and CPR include a review of lab-objectives, workstation consolidation, reagent use and expense comparison. ** The term LABIQ refers to LABIQ software for Chemistry and Immunodiagnostics and Hematology Marketing Tools for Hematology.

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Date:

October 7, 2008

Page 3 of 10

acquisition Option:	Lease		Agreement Numb	er:	30784US	
BCI Customer No:	4043	Corporate Account Affiliation:	Premier - GNYHA	IHN /	Affiliation:	N/A

III. METERED REAGENTS MENU AND PRICING

Annual 1	Test Volume Summary:		
Group A:	750,472	Group F:	0
Group 8	271,216	Group G:	3,504
Group C:	38,072	Group H:	B,004
Group D:	8,000	Group I:	6,284
Group E:			0
		Group K	0
	Annual Totals (A+B+C+D+E+F+G+	 	1,103,044

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October 7, 2008

Page 4 of 10

COST	COST PER TEST Plan as follows:					
Group	Test Mix	Target Tier 1				
A	ALB,ALBM,BUN,BUNM,BUNS,CA,CALC,CAX,CA3,CL,CO2,CO2A,CR- T,CRE,CREA,CREM,CRE3,GLU,GLUCM,GLU3,HEMOL,K,NA,NAK,P HOS,PHOSM,PO4,TP,TPM,TP3,UREA,UREAM,URE3,PHS,ALBX,CR- S,CRTS	\$0.100				
В	ALP,ALPD,ALT,ALT-,AST-,AST-,BILI,CHOL,CK,CK- ,CKNA,DBIL,HBDH,HDLC,LD-L,LD-P,LDH,MG,TBIL,TG,TG- B,TRIG,URIC	\$0.130				
С	AMY,CHE,CKMB,FE,GGT,HOLD,HOLX,IBCT,IRON,LAC,LAP,M- TP,PAM,PAMY,TIBC,UIBX,UIBXR,IBCTC,ACP	\$0.500				
D	ACTM, CAR, DIG, DIGN, GEN, GENT, PHE, PHNB, PHNY, PHY, SAL, SALY, THE. THEO, TOB, TOBR, VANC, VANX, VPA	\$1.200				
E	AMM,AMPH,BARB,BENZ,BNZG,COCM,ETOH,METD,METQ,OP,OP2, PCP,PROX,THC,THC2,THC5,TU,T4,T3U	\$1.100				
F	UDR	\$0.100				
G	APOA,APOB,ASO,ASO-,CRP,IG-A,IG-G,IG- M,IGA,IGM,IGG,RF,TRF,TRFN	\$1,500				
H	CRPH,HA1C2,HBA1C,MA,MAB,PAB	\$2.500				
l	LDLD,LDLX,LIP,LIPA,LIPX,LIPM	\$3.000				
J		\$0.000				
K	C3,C4,HPT	\$3,500				

Annual I	nvestment Summary			-
Group A:	\$75,047.50	Group F:	\$0.00	
Group B:	\$35,25808	Group G:	\$6,256.00	· · · · · · · · · · · · · · · · · · ·
Group C:	\$18,036.00	Group H:	\$20,010.00	
Group D:	\$9,600.00	Group I:	\$18,852.90	
Group E:	\$21,441.20	Group J:	\$0.00	
		Group K:	\$0.00	
100 00		Total Annual Investment:	\$203,500.48	

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College expressed provided otherwise to this Advancement, in the event that the Lengtheer is containing an instrument provided for this Assessment is consistent. र्वाराज्यक विकास के अन्यात्रकार प्रदेशक के किया के अन्यात करणा है। जा प्रदेशक के किया के किया के किया के किया क अने के 10 कि विकास की किया के अने के अने किया के अने किया के अने किया के किया के किया के किया के किया के किया क अने के 10 किया की किया के अने के अने किया के अने किया किया की किया के किया के किया के किया की किया की किया की

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Date:

October 7, 2008

Page 5 of 10

Acquisition Option:	Respent Rental		Agreement Nu	mber: 30784US	
BCI Customer No:	4043	Corporate Account Affiliation:	Premier - GNYHA	IHN Affiliation:	N/A

IV. SPECIAL TERMS AND CONDITIONS

INSTRUMENT:

Each UniCel® DxC 800 PRO, a Synchron® Clinical System with 70 on-board chemistries, includes one UniCel DxC 800 PRO Clinical Chemistry System with Installation, laser printer, CPU, modern, touch screen LCD flat panel monitor, uninterruptible power supply, operator maintenance, chemistry and diagnostic manuals and training for two operators in Beckman Coulter's Training Center in Brea, California.

Language Kit (U.S.English-Domestic) for DxC System included with Clinical Chemistry System.

This agreement includes an interface allowance up to \$9,000/Max (pending copy of paid vendor invoice).

Agreement includes one UPS system up to \$5,000/ea.

Pricing on this agreement cancels and supersedes existing BCI contract 23429US/TL5Y4815 for a new five year term and includes the rollover balance and return of (1)CX9 PRO, S/N #8589. Remaining LXI 725 with Datalink, S/N's 435/2923/700164/51398 will be transferred over to this new agreement with title staying with BCI. Billings will continue until the CX9 PRO is returned to BCI.

This agreement includes the use of (2)Spinchron DLX Centrifuges with the continued use of Backman Coulter reagents under the terms of this contract.

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Unions expressiv provided otherwise in this Agreement in the system of traditional is influence as insertiment percusation the Agreement, M.C. Horns. derm constant de Material des Material des se termo de mandres es senten Combinar a sel pay fiel de la compessión de la desegrada de la compe Se la sella División de para processa de la processa de la programa de la compessión de la sentencia de la comp

Unique expressly provided obtained in the Agreement of the even their fit has given a load an allowence. Character costs and a left for a read of the undertribution upon the commencement of tide equations — in vigorical occurrence and to act the arbitration for the expense visite and the end of the

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AGREEMENT

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October 7, 2008

Page 6 of 10

REAGENTS:

A dedicated modern line is required on all meters.

Your new Synchron System may require one set of Maine Linearity Standards. These standards, if required, are the responsibility of the customer and will be separately shipped and involced for the amount of \$1750. Any additional Maine Linearity Standards after installation of your Synchron System must be purchased directly from Maine Standards Company, Windham, ME, and any such additional purchases are the responsibility of the customer.

Customer agrees to run only commercialized reagent and consumable products sold by Beckman Coulter.

Cost Per Test: Billing is based on all patient tests (serum, urine, CSF), reruns, controls and calibrators.

Monthly shipments/replenishments are included and are limited to one shipment per month, Excluding Emergency Overnight shipments. Customer must be on a reagent ship schedule.

Pricing on this agreement is price protected for the term of this agreement.

Throughout the term of this Agreement, customer agrees to accept shipments of the products in the quantities and according to the shipment schedule set forth on the "Reagent Agreement".

If the customer has failed to attain the contracted volume in any period, Beckman Coulter, Inc. may invoice the customer for the shortfall and adjust pricing to apply in the future to match the expected volume based upon the customer's rate of purchase over the twelve (12) months preceding the adjustment.

Warranty/Service:

DXC800 PRO and (2)Spinchron DLX Warranty/Service: Five years on parts, tabor and travel during 8x5-day per week Standard Business Hours (i.e., one year warranty plus four years of additional service coverage) with the continued use of Beckman Coulter respents under the terms of this contract.

LXI Warranty/Service: Five years on parts, labor and travel during 8x5-day per week Standard Business Hours with the continued use of Beckman Coulter reagents under the terms of this contract.

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Date:

October 7, 2008

Page 7 of 10

STANDARD:

The first month of reagent usage will be shipped upon shipment of system.

Payment Terms: Net 45-Days

Taxes are the responsibility of the customer (FOB: Destination, do not add freight to invoice).

Customer training will include all meals, training manuals, airfare, lodging, instructional videos and other appropriate course materials. Training must be used within one year from the date of installation.

Airfare is included for two operators up to \$1,000/person.

Water enhancements for BCI installation process are included as required.

Commencing on the second anniversary of the signed date of this Agreement and on each anniversary thereafter, Customer or Beckman Coulter has the right to renegotiate this Agreement on a prospective basis if the Customer's annual reagent volumes substantially decrease, as measured over the preceding 365 days. This right can only be exercised by giving written notice to the other party within thirty (30) days following the anniversary date,

If the equipment in this Agreement is being leased or rented, acceptance of the equipment (and the beginning of any applicable equipment warranty) shall occur upon BCI's completion (as determined by BCI) of the installation and the onsite training for said equipment, unless otherwise expressly specified in this Agreement.

The Term of this Agreement shall be extended to include the number of months (rounding up to the next full month) between a) this Agreement being signed by Customer, and b) the date BCI completes (as determined by BCI) installation and the on-site training for the equipment in this Agreement, unless otherwise expressly specified in this Agreement.

If this Agreement cancels or otherwise transfers the equipment in an existing agreement between Customer and BCI into this Agreement, the terms and conditions, including pricing, of the existing agreement shall continue in full force and effect and supersede the terms and conditions, including pricing, of this Agreement until BCI has completed (as determined by BCI) installation and any on-site training for the equipment in this Agreement, unless otherwise expressly specified in this Agreement.

The pricing, warranties and product descriptions on this quotation are valid only for sale and use within the United States of America

s a purchase order freued or sent by the Contented to Prill, 1990 or a mount for exchange personally with the Agreemant binds become greater to Agreement or be varid or antoroxeble. Covert is the adem that the pure translation is available and place of delivery of the parameter in pursuant in this Agramment and only it such tiems are not specified in dist Agreement.

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Date:

October 7, 2008

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Page 8 of 10

Customer Authorized Signature

Date

Purchase Order No

Begin Ship Date

11-21-08 NR14

Beckman Coulter Authorized Signature*

Beckman Coulter Authorized Print Name

Date

"This Agreement is not effective until signed by a Backman Coulier Representative in Backman Coulter's Corporate Office

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PAGE 11

Date:

August 6, 2008

Page 9 of 10

SYSTEM LEASE

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If indicated on the form of this Agreement, BCI shall during its conquier business (https://doi.or. this processed as the period of this Agreement, and subject to the remainder of this Article, states all recommy requires and implementation to materials the Speaks in good unpring under. The formapping obligation of BCI is equilibrately conditionant upon Confinement's coordinates with Article 2.0. Immed, Repetre and explanationating as a result as it () Confinement in plants to proceed upon the confinement of environment and exchanged in the Operator's Memorial or () Pour requires by persons other than BCI intelles personsent, or (iii) implementation with other than greaters BCI persons of the Confinement and other than Confinement and other and of the Confinement and other and of the Confinement and other and the Confinement and other and the Confinement and th

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Oat, 27, 1986 - NAC- US

PLEASE NOTE:

The following pages were provided to PSG as bad or poor original quality.

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Date:

August 6, 2008

Page 10 of 10

REAGENT AGREEMENT

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PAGE 13



Addendum to Agreement Numbers_30784US and SSHORE785780/SSHORE785780-A

This document ("Addendum") amends the agreement between Sound Shore Medical Center ("SSMC") and Beckman Coulter, Inc. ("BCI"), which is identified as agreement numbers ("Agreement") 30784US and SSHORE785780/SSHORE785780-A. All other terms and conditions in the Agreement shall remain in full force and effect.

This Addendum is contingent on the Addendum being signed by SSMC.

The System Lease Agreement is amended as follows:

- General: Under Section 5. A. (Effective Date, Duration and Renewal), "90 days" written termination notice shall be changed to "30 days".
- General: Under Section 5. E. of the Lease Agreement, "thirty (30) days of the due date" shall be changed to "forty five (45) days of the due date". In addition, "fifteen (15) days following notice from BCI" shall be changed to "thirty (30) days following notice from BCI".
- 3. General: Under Section 5. M. of the Lease Agreement, "by the law of the State of California" shall be changed to "by the law of the State of New York".

The Reagent Agreement is amended as follows:

- 1. The System: Under Section 3.A. (Title, Security Interest), at the end of the Term, the system will be returned to BCI at BCI's expense.
- 2. Default: Under Section 9, "If customer fails to make payment specified in this Agreement within thirty (30) days from the invoice date" shall be changed to "If customer fails to make payment specified in this Agreement within forty-five (45) days from the invoice date".
- 3. Miscellaneous: Under Section 14, "by the law of the State of California" shall be changed to "by the law of the State of New York".

In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions in the Agreement, the terms and conditions of this Addendum shall prevail.

This Addendum together with the Agreement constitute the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements and understandings, whether oral, in writing, or established by the course of dealing of the parties, concerning the subject matter hereof.

No purchase order issued or sent by the Customer to BCI, either subsequent to or contemporaneously

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with the Effective Date, shall become part of the Agreement or be valid or enforceable, except to the extent that the purchase order provides for the time and place of delivery of the goods supplied pursuant to this Addendum and only if such terms are not specified in this Addendum.

By signing this Addendum, the signatories represent that they are duly authorized to sign this Addendum on behalf of the parties.

SOUND SHORE MEDICAL CENTER	BECKMAN COULTER, INC.
By: MM/N	By: Rem Slate
Alan Jones	Four J Salun
Printed Name	Printed Name
Laboratory manager	Group Mange Client Source
Title Date: 12-17-68	Title Date: 5/6/09

Exhibit A.4

Contract Number 23878US



Addendum to Agreement Numbers_30784US and SSHORE785780/SSHORE785780-A

This document ("Addendum") amends the agreement between Sound Shore Medical Center ("SSMC") and Beckman Coulter, Inc. ("BCI"), which is identified as agreement numbers ("Agreement") 30784US and SSHORE785780/SSHORE785780-A. All other terms and conditions in the Agreement shall remain in full force and effect.

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By signing this Addendum, the signatories represent that they are duly authorized to sign this Addendum on behalf of the parties.

SOUND SHORE MEDICAL CENTER	BECKMAN COULTER, INC.
By: MMM/	Ву:
Alan Jones	
Printed Name	Printed Name
Laboratory manager	
Title	Title
Date: 12-19-08	Date:

Leases Pg 37 of 49

Beckman Coulter Lease Plan



Date:	10/20/08		Expiration Date:	12/15/08	BCI Propos	al No. : SShore785780
					Pag	ge Ńo. : <u>1 of 3</u>
Sound Shore	Medical Center of We	estchester		SHIP TO Sound Shore Med	dical Center of Westches	ster
16 Guion Pla	ice e. NY 10802			16 Guion Place	4.4000	
		and discolate		New Rochelle, N	10802	
Deckillari	Coulter Repres	entative(s):		Susan Bonner	· · · · · · · · · · · · · · · · · · ·	
	escription	0.1	Туре	Part No.	Quantity	Extended List Price
	iter LH 780 Hematolog ith Coulter LH SlideMaker		New New	771996 6605633	1	\$324,500.00
	iter LH 780 Hematolog		New	771996	1	\$214,500.00
 Modu 	ular Tables for LH ana	lyzers	New		2	. \$1,773.20
•						
Total Allowana	\$248,000,00			 1	Total List:	\$540,773.20
Total Allowances: In consideration o	: \$346,000.00 of a 60 month Reagent Ag	preement, the net oricin	ng shown is continuent u	pon the purchase of	Ion-Std Allowances:	(\$63.504.00)
the reagents in th	e dollar volumes stated ir				GPO Allowances:	(\$282,496.00)
SShore785780-A.	7	···			Net:	\$194,773.20
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	End of Lease Purchase solocted.	Option: End of Lease O	ption shall be Rental unler	ss another option is		
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60 Agreement T		\$3,966.17		131.95		
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<u>Lessor/Selle</u>	r: Beckman Coult	er, Inc.		Lessee/Buyer:	Sound Shore Medical	Center of Westchester
L	9 , 11			V/ On /	$I \cap O$	
Ze	GLA SAMULY			YEAR IN	? lewy	
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Printed Name Bec	xman Coulter Authorly&d			Date NR 14 Purchase Order Nur	8_0	•
1.2/2(e Acceptanto Date	[08	Effective Date		Date NR 14 7 Purchase Order Nur	1765 nber	ed represculative of user and accepted by

The pricing, warranties and product descriptions on this Contract are valid only for sale within the United States of America.

This Document contains Confidential, Trade Secret, Commercial, or Financial Information owned by Beckman Courter, Inc. and is voluntarily submitted for evaluation purposes only. It is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905).

Compliance; Parties agree to comply with all Federal and State laws and regulations including, but not limited to, HIPAA and Stark laws, as well as JCAHO Standards for quality of care, Security and Confidentiality, Parties agree to maintain Security and Confidentiality and any individually identifiable health information received ("Protected Health Information" or "PHI") as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated there under.

No purchase order issued or sent by the customer to BCI, either subsequent to or contemporaneously with this Agreement, shall become part of this Agreement or be valid or enforceable, except to the extent that the purchase order provides for the time and place of delivery of the goods supplied pursuant to this Agreement and only if such items are not specified in this Agreement.

Unless expressly provided otherwise in this Agreement, in the event that Customer is returning an instrument pursuant to this Agreement, if Customer does not return the Instrument within thirty (30) days after the formination of this Agreement, Customer shall pay BCI an amount equal to the fair market value of the System of the type possessed by Customer in average condition.

Unless expressly provided otherwise in this Agreement, in the event that BCI has given a trade-in allowance, Customer shall send to BCI the subject of the trade-in allowance within thirty (30) days after the commencement date, Customer shall pay BCI an amount equal to the trade-in

Beckman Coulter Hematology LH & HmX Series Reagent Proposal

Date: 10/	/20/2008	BCI Proposal No. :	SShore785780-A	Proposal Expires:	12/15/08
		· Agreement Term:	60 Months	Page No. :	2 of 3
BILL TO Sound Shore Me	dical Center of Westchester		SHIP TO Sound Shore Med	ical Center of Westchester	
16 Guion Place New Rochelle, N	Y 108 <u>0</u> 2		16 Guion Place New Rochelle, NY	′ 10802	ā_
	ate Account Affiliation:	GNYHA			23
If YES, the of Also, if Reagents/consur	and prices stated below supercede a current Beckman Coulter Contract Nul I YES, the Customer's current Purchas mables to perform 82125 CBC/Diffs, (mber to be cancelled/superceded se Order Number to be cancelled) CBC's, and 1460 Reticulocyte T	is: is: ests per year are inc	YES NO	
	mables to perform 7300 Control Runs	per year and 2 Calibration proces			T. A A A MAA Dalaa
Part Number	Description	•	Annual Qty	Net Price	Extended Net Price
8547194 8546796	LH 700 Series Diluent, 20 L Lyse S III diff, 5 L		490 24	\$23.16 \$293.47	\$11,348.40 \$7,043.28
8547195	LH 700 Series Pak, EA		60	\$127.50	\$7,650.00
8547196	LH 700 Series Retic Pak, EA	_x a	36	\$150.88	\$5,431.68
721543	LH Cleaner, 10 L		40	\$43.65	\$1,746.00
7546914 7546915	Latron Control , 5 x 16 mL Latron Primer, 5 x 16 mL		22 22	\$104.07 \$42.97	\$2,289.54 \$945.34
7547116	5C Tri-Pack. 12 x 3.3 mL		48	\$176.38	\$8,466.24
7547125 624519	Retic-C, 9 x 3.3 mL S-CAL, 2 x 4.2 mL	\$1	48 4	\$125.44 \$66.24	\$6,021.12 \$264.96
2016733 2016732	SlideMaker Slide Labels, EA SlideMaker Printer Ribbon, EA		13 3	\$24.38 \$10.60	\$316.94 \$31.80
· · · · · · · · · · · · · · · · · · ·				Annual Reagent Commitment:	\$51,555.30
n consideration of Custo specified above. Beaking and conditions condition	Instrumentation, refer to page 1 of thi wher's agreement to use the specified Reagents a nan Coulter will avoice Customer for items ordere this any order form issued by Customer pursuant	iold by Beckman Coulter, Beckman Coulter d, plus any applicable taxes shipping and i to this Adventions shall be null and you to b	agrees to self to Customer handling charges. Custom he extent that they conflict	er shall issue its purchase order directly to	Beckman Coulter, Inc. All ten
SELLER or LES BECKMAN COUL		agents Controls and Caterrators sold by Be ACCEPTANCE	ckman Coulter for the terr	of this Agreement. UYER or LESSEE: nd Shore/Medical Center of Wester	
Signature-Beckmen	Courter Authorized Official To Wey man Coulter Authorized Official Effective Date	- -	Quel Quel	omer Authorized Signature A ST - 58 50 6 3 4 9	EVPTCOO

printersary date.

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Unless expressly provided otherwise in this Agreement, in the event that the vent that the tair market value of the Sequence Customer coefficies.

Unless expressly provided otherwise in the Authorities and an amount equal to the fair market value of the System of the System

Leases Pg 39 of 49







Customer: Sound Shore Medical Center of Westchester			 	Proposal No. SS	Shore785780	
National/Corporate Account Af	filliation:	GNYHA		Page No.	3 of 3	
Proposal Expiration Date:	12/15/2008		Date:	10/20	0/2008	

Instrumentation

LH 780 Hematology Analyzer with Slidemaker includes Installation of the LH 780 Analyzer, workstation, printer, uninterruptable power supply, line conditioner, one PROService remote diagnostic connection, LH Slidemaker and training for two operators in our Miami, Florida education center.

LH 780 Hematology Analyzer includes Installation of the LH 780 Analyzer, workstation, printer, uninterruptable power supply, line conditioner, one PROService remote diagnostic connection and training for two operators in our Mlaml, Florida education center.

LH 700 Series Customer Training in Miaml, FL to include alriare, lodging, all meals, training manuals, instructional videos and other appropriate course material for two operators. Training must be used within one year from the date of installation.

This agreement includes an Interface credit up to \$7,500.00 for each HmX or LH Family instrument. Copy of paid vendor invoice required prior to issuance of credit.

Reagent Pricing will be held firm for the Term of this Five Year Agreement.

The Pricing and Terms are per 2008 Promo 1015 and must be stated on the Customers Purchase Order. This agreement includes 5 year minimal reagent spend as referenced on reagent agreement or bill back will occur. If customer fails to attain the contracted volume in any annual period, Beckman Coulter may invoice the customer for the shortfall.

Warranty / Service

Warranty: One year on parts, labor and travel during Standard Business Hours (6:00 AM to 5:00 PM, local time, Monday through Friday, except designated holidays.)

Terms of Promo #1015 require purchase of Business Hours Service Coverage after the one-year warranty period. Premier/GNYHA pricing: LH780; \$14,515 per year; LH780 with Slidemaker: \$17,464 per year. Payments may be spread over the 60 month contract at \$2,131.95/month (for 60 months).

Standard Terms, Miscellaneous

The attached Reagent Worksheet Includes sufficient reagents and consumables supplies to complete: 82125 CBC/Diff's, 0 CBCs, 1460 Reticulocyte and 7300 Quality Control analyses per year on the instrumentation specified on the Instrument Worksheet.

Additionally, included in the Reagent Volume calculations are the following operational assumptions: a) 1 Startup and 1 Shutdown Daity; b) 0% Repeat Rate for CBC-based analyses; c) 0% Repeat Rate for Reticulocyte Analyses.

The Customer agrees to run only commercialized reagent and consumable products sold by Beckman Coulter.

Commencing on the second anniversary of the signed date of this Agreement and on each anniversary thereafter, Customer or Beckman Coulter has the right to renegotiate this Agreement on a prospective basis if the Customer's annual reagent volumes sustantially decrease, as measured over the preceding 365 days. This right can only be exercised by giving written notice to the other party within thirty (30) days following the anniversary date.

Taxes are the responsibility of the customer. FOB: Destination (FOB D)- Beckman Coulter agrees to waive freight charges in connection with the shipment of the instrument(s) and reagents, excluding emergency overnight shipments, one shipment per month on a standing order.

If the equipment in this Agreement is being leased or rented, acceptance of the equipment (and the beginning of any applicable equipment warranty) shall occur upon BCI's completion (as determined by BCI) of the installation and the on-site training for said equipment, unless otherwise expressly specified in this Agreement.

The term of this Agreement shall be extended to include the number of months (rounded up to the next full month) between a) this Agreement being signed by Customer, and b) the date BCI completes (as determined by BCI) installation and the on-site training for the equipment in this Agreement, unless otherwise specified in this Agreement.

It this Agreement cancels or otherwise transfers the equipment in an existing agreement between Customer and BCI into this Agreement, the terms and conditions, including pricing, of the existing agreement shall continue in full force and effect and supersede the terms and conditions, including pricing, of this Agreement until BCI has completed (as determined by BCI) installation and any off-sit training for the equipment in this Agreement, unless expressly specified in this Agreement.

The pricing, warranties and product descriptions on this quotation are valid only for sale within the United States of America.

No purchase order issued or sent by Customer to BCI, either subsequent to or contemporaneously with this Agreement, shall become part of this Agreement or be valid or enforceable, except to the extent that the purchase order provides for the time and place of delivery of the goods supplied pursuant to this Agreement and only if such terms are not specified in this Agreement.

This Document contains Confidential, Trade Secret, Commercial, or Financial Information owned by Bockman Coulter, Inc. and is voluntarily submitted for evaluation purposes only. It is exompt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)[4], and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905). Compliance: Parties agree to comply with all Federal and State laws and regulations including, but not limited to, HIPAA and Stark laws, as well as JCAHO Standards for quality of care. Security and Confidentiality: Parties agree to maintain Security and Confidentiality and any individually Identifiable health information received ("Protected Health Information" or "PHI") as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated there under.

CONFIDENTIAL DOCUMENT between Beckman Coulter and the Customer

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SYSTEM LEASE

1. Definitions
"Ustormer" means the party identified on the face of this Agreement. "BCF" means Bectman Coulter, Inc. "System" means the instrument(s), options and accessories selected by Oustomer and specifically identified on the face of this Agreement, together with all replacement parts, repairs, additions, and substitutions. "Effective Data" means the date on which an authorized representative at BCTs had quarter's accepts this Agreement as provided in Article 5.A. "Reagents" means the ECT reagents, calibrators, controls, buffers and distents to be provided by BCI to Customer in accordance with the terms of this Agreement. "Supply learns" means ECI sample capits, pipettes and other use and maintenance supples. "Test" means each animate on a patient sample (including proposs), postroot (including profilerory samples and linearity standards) or calibration performed on the System. "Reportable Test" means each analyte measurement on a patient sample (including profilerory samples and linearity standards) or calibration performed on the System. "Outcome" means each analyte measurement on a patient sample (including profilerory samples and linearity standards) or calibration performed on the System. "Outcome" means each analyte measurement on a patient sample (including profilerory samples and linearity standards) or calibration performed on the System, with a 10% reduction for "shared risk of controls, calibrations and re-runs. (Duccome-total tests multiplied by 90%)." Term Commencement Date in a "shared risk of the period stated on the tace of this Agreement adjacent to "Term" means the period tast starts on the Term Commencement Date and continues for the period stated on the tace of this Agreement adjacent to "Term" means the period tast starts on the Term Commencement Date and continues for the period stated on the tace of this Agreement adjacent to "Term" means the period tast starts on the Term Commencement Date and continues for the period stated on the tace of this Agreement adjacent to "Term" means th

2. Lease
A. The System. BCI hereby leases to Customer, and Customers hereby leases from BCI, the System. The System may either consists of new equipment or, it indicated on the leach hereof and Customer's purchase order, may consist of used equipment.

8. Title. Security interest. Title to System is and stall renain with BCI. Customer with attach such bases as BCI may direct to show that the leased System is owned by BCI. Customer hereby grants BCI a security interest in the System, and BCI shall retain a security interest in the System until Customer has made all payments to BCI required by this Agreement. Customer and BCI shall retain a security interest in the System, and BCI shall retain a security interest in the System, and BCI shall retain a security interest in the System and tilling statements. Customer agrees that BCI is authorized, at its option, to the Innarding statements or amendments thereto without the signature of Customer with respect to any or of of the System and BCI is a signature in required by law, Customer approach as the subject of Customer's attorney-in-fact to execute any such financing statement. BCI may assign or reassign its security interest in whole or in part, without prior notice to Customer. Customer shall recognize each such assignment and shall not assert against the assignment property, that the System shall not be afficial or attached to real property or any improvements thereon; and that Customer shall not sell, secretal mortage, assign, transfer, lease, subtle, how, part with possession of, or entramber its interest in this Agreement, the System or the overall property or any interest therein, or point any liens or charges to become effective thereon or permit or attempt to do any of the acts afcressed.

C. Insurance, Location, Operation, Rist of Loss Throughout the duration of this Agreement Customer agrees. (I) to promptly pay all tuses, assessments, General test and other charges when when twide or assessed against the System or the overareship or use thereof; (I) to

its obligations hereunder.

its obligations hereunder.

D. License to Computer System and Software. All computer software and/or programs, regardless of storage madie, and all copies thereof, provided with the System and/or provided by BCI from time to time during the term of this Agreement (bindly and severally the "Software") shall at all times to any remain the sole and exclusive property of BCI. BCI grants to Customer and Customer accepts a finited, non-resultants focus to use the Software only in conjunction with its operation of the System and only in accordance with BCI's current operation and use instructions for the System. Customer shall not copy or permit others to copy the Software or any portion thereof. Customer shall not be software to BCI on receipt from BCI or any fland party of any improved, enhanced or replacement Software. The license granted herein exprise at the end of this Agreement and may be terminated earlier by BCI; (a) upon BCI's cancellation of this Agreement under Article S.E., or (b) Customer's violation of any of the provisions of this Article 2.D. Customer may not transfer the license granted herein explicit.

Payments As indicated on the face of this Agreement, Customer will either pay rental payments under Article 3.A. or metered System bivoices

Rental Payments, Customer shall pay to 8CI the rental payment amount shown on the face of this Agreement for each Plan

Month:

8. Motored System Plan. Customer shall send accurate, timely monthly meter readings to BCI within three (3) days after the end of Plan Month. BCI shall make monthly shipments of replenishment Reagents and Supply tions based upon Customer's volume of Tests and System usage as recorded by metering software of the System. Depending upon whether the "Per Test". "Per Reportable" or "Per Outcomer's charge system has been indicated on the face of this Agreement, each Plan Month charges shall accure as shown by the metering software according to: () the charge per Test for the Tests actually performed in that month; or II) the charge per Resolved Test for the reportable results generated in that month; or, III) the charge per Outcome for the billable results generated in that month.

month.

On the date BCI ships the System, BCI shall invoice Customer the Total Monthly Investment. At the end of each Plan Month, BCI shall review Customer's total per Test/Reportable/Outcome charges accruing during that month. Customer will be invoiced the greater of the per Test/Reportable/Outcome charges for the per Test-Reportable/Outcome charges for the per Test-Reportable/Outcome charges for the Plan Monthly Investment. At the end of the last Plan Month of the Term. Customer ordy shall be invoiced the amount by which the per Set charges accruing that month exceed the Total Monthly Investment (this will be invoiced only if the difference is a positive number). If meter data is not received from Customer within seven (7) days after the end of the Plan Month, the Total Monthly Investment will be invoiced, and a supplemental invoice will be tendered upon receip; of the meter data if the per Test/Reportable/Outcome charges for that Plan Month exceed the Total Monthly Investment will be perfectly of the meter data if the per Test/Reportable/Outcome charges for that Plan Month exceed the Total Monthly Investment will pepty for that Plan Month.

For its commentance, customer may request BCI to establish a meter read data that will commence the trial Plan Month.

For its commentance of days between the meter read start data ("Netter Data") and the Term Commencement Data, if BCI agrees with the request, then (i) BCI will set the meter read data as requested, (ii) the Term will be extended by the number of days between the meter read start data ("Netter Data") and the Term Commencement Data, it is flushed by (i) thing (30), times (ii) the Inval Monthly Investment.

At any time, BCI may compare the quantities of Resigness and Supply items shipped to Customer against the quantities indicated by BCI standards for the number of Tests recorded by the metering software. Reagents and Supply items delivered in excess of BCI standards for the number of Tests recorded by the metering software. Reagents and Supply items delive On the date BCI ships the System, BCI shall invoice Customer the Total Monthly investme ent. At the end of each Plan M

4. Service
If indicated on the face of this Agreement, BCI shall during its regular business hours, and subject to the remainder of this Article,
make all necessary repoirs and replacements to maintain the System in good working circle. The foregoing obligation of BCI is specifically conditioned upon Customer's compliance with Article 2.0, hereof. Repairs and replacements arising as a result of: (i) Customer's
failure to properly perform the services and maintenance required in the Operator's Maintail, or (ii) from prepare to prepare of the State view permits BCI parks; or (iv) from Customer's regigience regigient operation of the System, or (iv) from alterations or modifications to the System made by Customer, including Customer installation or use
of software not provided by BCI specifically for the System, shall be made only at BCI's discretion and Customer's expense.

5. Ceneral A. Effective Date, Duration and Renewal. This Agreement is effective upon acceptance by an authorized BCI Official and ends when the Term and all Renewal Term(s) have expired, all BCI involves have been paid in full, and the System has been returned to BCI. The tritial Term is renewed automatically for additional twelve (12) month terms (each renewal term a "Renewal Term"), unless Castomer gives BCI written termination notice at least ninety (90) days before the end of the initial Term or any Renewal Term(s). BCI may cancel any automatic renewal by sending the Customer written notice of termination at least fifteen (15) days before the commencement of any Renewal Term. At the end of either the initial Term (if no Renewal Term will continue) or the last Renewal Term, Customer

ment of any Renewal Term. At the end of either the initial Term (if no Renewal Term will continue) or the last Renewal Term, Octasionner at its soice seperses, shall promptly return the System to BCI at the location designated by BCI, in the same condition as when received by CLISIONNER, normal wear excepted.

8. Price Changes. BCI may change the per Test/OuconnerReportable and Service rates from time to time during the term of this Agreement it. (?) The price change takes effect after the initial heeler (12) months of the Term are completed and, (ii) Assuming the same mit and volume as in the twelve (12) months preceding the change, in aggregate the effect of the change would not exceed the greator of: (b) the percentage increase indicated for the Medical Care Expenditure Category in the Consumer Price for all Union-Consumers (unadjusted) from the laster of the Effective Date or the offective date of the last price change to Customer through the end

of the month completed immediately before the effective date of the change, or (s) differences in costs incurred by BCI (or raw matorials and/or labor since the later of the Effective Date or the last price change to Customer. In the event of any Government action which prevents BCI from making a price change or continuing any price shready in effect, BCI may, on thirty (30) days prior written notice, cancel any portion of this Agreement requiring BCI or deliver the affected Reagents or to provide service horeunder. The remaintor of the Agreement strail remain in this force and effect.

C. Billing, Each invoice shall be paid by Customer within thirty (30) days from the date of BCI's invoice. There are no discounts for prompt payment. Prices stated on the face of the Agreement for the System. The Reagents or any other goods or services provided to Customer hereunder do not holded (0) delivery and installation changes or (ii) taxes, dulies or other changes level by any Government, and any such applicable truss. Auties or other changes level do added as a separate fine like on on the invoice unlikes. Substance provides BCI with satisfactory documentation cardiying assumpt status. Customer shall pay a late payment change equal to one and one high percent (1) (17%) per month. or the highest interest are permitted by law, eliminate his law, eliminate for the temperature of the substance of the substa

icentiform in all material respects to the quantity and content Stated on the label and perform in all material respects consistant with specifications for the least of the NES (1) MINTER WARPARTY IS PROVIDED IN LEG OF ALL OTHER WARPARTIES, AND ALL OTHER WARPARTIES, EXPRESS OR REPELLION, ON MONE SHALL BE CERATED, WARPARTY OF MARRAMITES AND ALL OTHER WARPARTIES, EXPRESS OR REPELLION, ON MONE SHALL BE CERATED, WHETHER URDER THE LIMPTON COMMETCHE, CODE, CUSTOM, PRACTICE, THE COURSE OF DEALING ENTWEN.

HE PARTIES OR OTHERWISE, THE WARPARTY SHALL NOT BE ALTERED BY THE WARPARTY OR ANY OTHER THE WARPARTY SHALL NOT BE ALTERED BY THE WARPARTY SHALL NOT BY THE WARPARTY SHALL NO

Oct. 27, 1998 - NAO- US

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REAGENT AGREEMENT

1. Definitions "Customer"

Customers means the party identified on the tace of this Agreement. "BCF means Beckman Coultar, Inc. "Blinctive Date" means the date that this Agreement is accepted by an authorized representative of BCI at its sales headquarters in Brau, California. "Product[5]" means the goods set forth on the face of this Agreement and all goods shipped under this Agreement "Term" means the period defined by the number of months or years indicated on the lace of this Agreement adjacent to "Term".

2. Pricing
All purchases by Costomer under this agreement shall be at the prices set forth on the face of this Agreement. BCI may change
the prices set forth in this Agreement it: (i) The price increase takes effect after the initial twelve 112 months of the Term and
completed; and, (ii) Assuming the state motivation of Product Purchases is in the beelve (12) months preceding the change,
in aggregate the effect of the change would not exceed the greater of: (x) the percentage increase indicated for the Medical Care
Expenditure Category in the Consumer Price Index for all Lithan Consumers (unadjusted) from the later of the Effective Data
the effective Category in the Consumer Price Index for all Lithan Consumers (unadjusted) from the later of the Effective Date
date of the change, or (y) the percentage increase in costs incurred by BCI for raw materials and/or labor since the later of the
Effective Date or the last price change to Customer. In the event of any Government action which prevents BCI from making a
price change or continuing any price dready in effect. BCI may, on thirty (30) days' price written notice, carred any portion of
this Agreement requiring BCI to defiver the affected Product the remainder of this Agreement shall remain in full lorce and
effect.

3. The System

A. Title, Security Interest, if an instrument, including accessories, peripherals and options, (the "System"), has been identified on the lace of this Agmentent tutle to the System shall remain with BCI at all times. The System may consist of either new equipment or may, if indicated on the face henced and User's purchase order, consist of used equipment. At the end of the Term, Customer shall return the System to BCI or allow BCI reasonable access to its premises to remove the System. Customer hency grante BCI a security interest in the System, and BCI shall return a security interest in the System. Customer agrees the BCI required by this Agreement, Customer agrees to cooperate with BCI in perfecting and maintaining BCI's security interest, including the preparation, signing and fising of ILCC financing statements. Customer agrees that BCI is authorized, at its option, to tile financing statements or amendments thereto without the signature of Customer with respect to any or all of the System and, if a signature is required by law, Customer appoints BCI as Customer at attempt, which is a signature in the System of the System and if a signature is required by law, Customer appoints BCI as Customer shall reconsist the successory such is hardled to a security and the SYSTEM and the System shall remain personal property; that the System is hall not statement and shall remain personal property; that the System shall not accordance with BCI customer agrees that the System is and shall remain personal property; that the System is and shall remain personal property; that the System shall not be affixed or attached to real property or any improvements thereon, and that Customer shall not as a signature of the System of the System of any interest therein, or permit any liens or charges to become effective thereon or permit or after the System of any interest therein, or permit any liens or charges to become effective thereon or permit or afternity to do any of the acts adversed. Customer agrees 07 to mai

4. Product Supply
As indicated on the face of this Agreement, this is either a firm Customer order for Products under the Firm Order provisions of Article 4.8., or is a metered reasyent plan under the Metered Plan provisions of Article 4.8.
A. Firm Order, BCI sprease to sell and deferes to obstance and customer agrees to purchase and take from BCI or through its authorized distributors during each year of this Agreement the quantities of Products specified on the face hereof. BCI may conduct quarterly, semiannual or annual sudfile of Customer's volume of purchases. If Customer has failed to attain the constrained volume in any period, BCI may invoice Customer for the shortfall and adject the pricing to paply in the future to match the expected volume based upon Customer's rats of purchase over the twelva (12) months preceding the adjustment. If Customer requests that Customer's obligation under these Firm Order provisions be amended to on-demand purchases. BCI stances are represented to the Agreement, pricing may be adjusted by BCI to reflect Customer's on-demand obligation. The limit on price adjustments set forth in Article 2 that and paply to price adjusted by BCI to reflect Customer's on-demand obligation. The limit on price adjustments set forth in Article 2 that and tapply to price adjusted by BCI to reflect Customer is on-demand obligation. The limit on price adjustments set forth in Article 2 that and tapply to price adjusted by BCI to reflect Customer and one of the products required by Customer and the price accurate and timely monthly mentioner above on the late of this Agreement. Customer agrees to and shall provide accurate and timely monthly maintenant shown on the lace of this Agreement. Customer agrees to and shall provide accurate and timely monthly maintenant shown on the lace of this Agreement. Customer is preceded by Customer for Products required by Customer in Press to the tests actually performed as shown by the meter board, Standard and Customer shall pay only the monthly charpe per f

5. Billing
Prices stated between are not of all taxes, and If any taxes should not apply because Customer claims tax exempt status, such Prices stated herein are net of all taxes, and If any taxes should not apply because Customer claims tax exempt status, such taxes shall be invoiced until Customer provides BCI with a certificate of tax exempt status. Customer shall enterprive BCI or attaces, duties or other charges herein by any Government on the Products. Each invoice stall be paid in fast by Customer within thirty (30) days from the date of BCI's invoice. There are no discounts for prompt payment. Faiture of Buyer to pay any invoice for Products or to make any payment under any point or subsequent order or agreement shall constitute a brasch of this Agreement permitting BCI to suspend deliveries make price in accordance with the Default provisions hereof. BCI's decision to suspend deliveries shall not proclade it from subsequently canceling this Agreement. If BCI shall have any doubts at any time as to Buyer's financial responsibility. BCI may decline to make further deliveries hereunder except upon receipt of cash or additional security or comply with such other terms shall be grounds for BCI to cancel this Agreement in accordance with the Default provisions hereof. Customer shall pay a late payment charge equal to one and one-hall percent |1 1/2%|) per month, or the highest interest rate permitting by level, acceptance and the supplied of this Agreement by Customer. Any security deposit may be applied, at BCI's discretion, to any past due obligation of Customer and to the extent not so applied, shall be returned to Customer, without interest at the expiration of this Agreement.

This Agreement commences on the Effective Date and continues for the full Term and then shall be automatically extended for successive one (1) year periods at the same annual purchase rate unless at least sorty (60) days prior to the expiration of the initial or any renewal term, either party provides the other with notice to terminate at expiration. If Castomer intends to use the Products in conjunction with an extrument purchased, rested or leased from BCI contemporaneously with Customer's signing of this Agreement and the instrument at the shipped subsequent to the Effective Date, the first delivery of Products shall not from the day of instrument shipment.

7. Force Majeere, Shortagas
3CI will not be Sable for default or delay, in whole or in part, in the performance of any of its obligations hereunder due to
any cause beyond its control, inchaining, by way of example and not limitation. Acts of God, accident, fire, flood, storm, actor
quake, not, wer sabotage, explosion, tabor disturbance, strike, national detense requirement, Governmental law, requiration, not
or ordinance, whether valid or incald, applicitly to obtain enemy, raw materials, labor or transportation under usual prices, terms
and conditions, or any similar or different contingency which would make performance commercially improvinable. BCI shall
have no obligation to purchase supplies of any such materials and quantities so affected may be eleminated from this Agreement
without facility, but the Agreement shall otherwise remain in luff force and effect. BCI may during any period of stronge, whether
or not due to any of the foregoing causes, allocate its available supply of products in any manner which it, in its role discretion,
deems appropriate among itself and its customers, including those customers not then under contract.

8. Limited Warranty
BCI warrants that all instruments, systems and accessories shall perform in all material respects for twelve (12) months from
delivery as set forth in BCI published product specifications (including any applicable Year 2000 Statement of Compliance) and
operator manuals in effect at the time of delivery. BCI warrants that all reagents and consumables sold hexender shall combine
to the quantity and content stated on the label and perform in all material respects consistent with pecifications for the lesser
of hether (12) months from delivery or writil the expication date set forth on the tabel. Customer's excisive remedy under this
warranty, and BCI's sole obligation to Customer under this warranty, is the repair or replacement (as selected by BCI) of the nonconforming Product. BCI shall not be obligated under this warranty is the need for repairs or replacements directly or indirectly
results from Customer's failar to use or store the Products as specified by BCI. BCI shall not be responsible for results pentresults from Customer's failar to even store the Products as specified by BCI. BCI shall not be responsible for results pentresults from Customer's failar to even or store the Products are specified by BCI. BCI shall not be responsible for results pentresults from Customer's failar to product or use of third party products or supplies in conjunction with BCI products or use of
third party maintenance services. Repairs and replacements arising as a result of: (i) Customer's latine to properly perform the
services and maintenance required in the Operator's Manuals for an instrument, or (ii) from requires by persons other hand by
since persons, or (iii) replacements with other than operation 200 parts (i) from Dustomer's supplies and pent operation of any Product, instrument or accessory, or (v) from alterations or modifications to any Product, instrument or accessory
make by Customer, including Qustomer institutions or use of software not provided by BCI specifically for the instr given and accepted at Customer's sole risk. The foregoing states the entire varianty obligation of BCI and the exclusive remany of Customer relating to the performance of the Products. ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABRITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED, AND NONE SHALL BE CREATED, WHETHER UNIDER THE UNIFORM COMMERCIAL CODE, CUSTOM, PRACTICE, THE COURSE OF DEALING BETWEEN THE PARTIES OR OTHERWISE.

9. Distribution of the control of earned by BCI if Customer had fully performed its obligations. In addition, if an instrument (including accessories, options and periphetals) has been provided under this agreement or an agreement cross reterenced by this agreement. BCI shall be entitled to be paid a portion of the Time Expenses. The Time Expenses and all instruments discounts or allowances granted based upon Customer's entering this agreement, and without limitation may include all training, installation, thisping and delivery expenses. The personage of these One Time Expenses recoverable shall be calculated by dividing the Contracted Remainder by the textl revenus that would be paid to BCI under this agreement if Customer were to taly perform all obligations. Customer agrees to pay such invoice within 19th (30) days of receipt thereof. The foregoing does not preclude BCI them seeking or enforcing any other right or remody available to it under two or In equity and either serially or collectively. BCI shall not be deemed to have waived any rights bereunder by accepting evertua payments nor shall waiver of the breach of any term of this Agreement be deemed as waiver of furties compliance. During any period Customer is in default of any promise of this Agreement or is overtoke in the making of any payment, BCI shall be under no obligation to deliver Products under any other agreement with Customer or to otherwise comply with any of its obligations under this Agreement. Such BCI comperiorment shall not be construed as a breach of this Agreement and Customer expressly waives it as a defense in any action, BCI shall have no obligation, whether under statuts or otherwise, to self, lease or otherwise use any equipment in mitigation of BCI's damage.

10. Limitation of Liability BCI shall not be liable for any special, direct, indirect, incidental or consequential damages, or for interreption of business or loss of profiles. BCI's liability under this Agreement or arising from the manufacture; installation, maintenance, repair or use of the Products furnished under this Agreement, whether in four, contract or otherwise, is limited to an amount equal to the average amount amounts paid by Customer pursuant to this Agreement.

11. Authorized Representatives Each of the parties expressly represents and warrants that the authorized representative signing this Agreement on their behalf has the requisite authority and has been authorized by the party.

12. Regulatory Requirements
Customer acknowledges its obligation to inform its employees, consultants and associates who will be using the Products, of BCTs labeling literature and notices relative thereto which BCI has or may hereafter provide to Costomer. If Outstomer files any cost reports or claims for reimboursement with lederal health care programs, Customer shall halp and accurately disclose and claim the amount of any discount included under this Agreement in the fiscal year in which the discount is cared or the following year, according to any applicable federal statutes and regulations.

BCI shall defend any suit or proceeding brought against Customer so far as it is based upon assertion that the Pr constant were unity that of procure the agency agency agency to are a it is eased upon asserted that the Product the neithed by 8CI under this Agreement constitutes a direct infringement of any thritied States patent having a claim or claims covering the Product, or the use of such product, if notified promptly in writing and given authority, internation and assistance (at 8CI's expense) for the defense of same, and 8CI state pay all damages and costs awarded therein against Customer, if use of the Product is enjoined, 8CI statil, at its option and at its expense, either (1) procupe for Customer the right to continue using the Product, (2) replace the same with a noninfringing product, or (3) modify it so it becomes posintringing.

14. Misselface sus
No Product shall be returned to BCJ without a written BCI Return Goods Authorization, and returns shall be subject to restocking charges. Any notice hereundes shall be served by negistered or certified mail, return receipt requested. The provisions
on the face of the agreement shall take precedence over the provisions on the reverse surface. This Agreement contains the erritire understanding of the parties relative to the subject matter hereof and any previous or collected understanding whether oral
or written its expressity superseded. Any representation, waterally, promise or condition with does not form a jet of the writing of this Agreement shall not be binding on either purity. No subsequent water, attention or modification of this Agreement
stud be binding unfeet in writing and signed by a duly authorized representative of both parties. This Agreement is expressly
contingent upon the acceptance of Customer, without attention, change or modification, of all of the terms and conditions of order
contingent upon the acceptance of Customer, without attention, change or modification, of all of the terms and conditions of order
contingent upon the acceptance of Customer, without attention, change or modification, of all of the terms and conditions of this
Agreement. Contrary or additional terms and conditions proposed by Customer's purchase order or other correspondents shall not be filled to the provision of the State of Cultions, but without regard to any condition of the provision hierod shall not be affected thereby. The Begal or invasid provisions shall or invalid, the legality
or validity of any other provision hierod shall not be affected thereby. The Begal or invasid provisions shall be severable and all
other provisions shall remain in full force and effect.

Oct. 27, 1998 - NAO- US

LH 780 Series 2008 Technology Protection Program #1017

Customer Code: 4043 Proposal Date 10120 12008 Customer: Sound Shore Medical Center of Westchester ("you" and "your") Address: 16 Gyion Place, New Rochelle, NY 10802 National Account Affiliation: GNYITA					
	re: <u> </u>				
Proposed Instrument Information:					
Hematology System(s) Annual Reagent	Annual Test Volume Current Agreement No				
LH 780	= 82,125/yr				
LH 780 w SM	-82,125/gr				
LH 785					
Technology Prot	ection Agreement				
With your 2008 acquisition of an LH780 series system(s) ("S will give you one of the following trade-up options (check or	System"), identified above, Beckman Coulter, Inc. ("Beckman") ne):				
current purchase price of the System, as shown Hematology system ("New Technology"), provided to of the purchase of the New Technology. Only one to obtained. You may begin using the trade-up credit. The trade-up credit will be prorated after 30 month 30%, 43 to 48 months 20%, 49 to 54 months 10 \$	re New Technology by entering into a new agreement vears. Your lease payment in the new agreement (for 6 greater than your current lease payment, as shown a added at an additional charge. Only one trade-up ed. Your current lease payment for each System is to be systems to Beckman within 30 days of installation of the New Technology. Systems. Beginning two years after the Proposal Date, if your test volumes as new renegotiate your reagent, commitment or your lease payment amount.				
BECKMAN COULTER, INC.	CUSTOMER AUTHORIZED SIGNATURE				
	Menny				
SIGNATURE	ALAN 110005				
NAME	NAME JONES				
TITLE	Laboratory manager				
	11-21-28				
DATE 2008 Ver 1.3	DATE BECKMAN COULTER.				
	COOLEX.				

Exhibit A.5

Contract Number 48732US

MASTER LEASE AGREEMENT

are defined in Section 3 of this Agreement. The parties agree as follows:



Contract #

NAME AND ADDRESS OF LESSEE (the "LESSEE"):

Sound Shore Medical Center 16 Guion Place New Rochelle, NY 10801

	Phone #	
This Master Lease Agreement (this "Agreement"), dated to be effective as of, 2008 (the "Effective Date"), is between IR		, 2008 (the "Effective Date"), is between IRIS

Lessor hereby agrees to lesse to the Lessee each Instrument described in any Schedule to this Agreement (each a "Schedule") executed by the parties hereto from time to time, in accordance with all of the terms and conditions of this Agreement. The provisions hereof shall be deemed to be incorporated into each Schedule and each Schedule shall constitute a separate lease of an Instrument. Except as may be specifically provided in this Agreement, in the event of any conflict between the terms of any Schedule and the terms of this Agreement, the terms of the Schedule shall govern. All rights not specifically granted to Lessee in this Agreement or in a Schedule are reserved by Lessor.

Lessor further hereby agrees, in accordance with the terms and conditions of this Agreement, to provide Lessee with the following with respect to each instrument: (a) reimbursement of the cost of the LIS Interface software necessary to integrate such Instrument with Lessee's existing systems up to a the maximum amount indicated on the related Schedule ;(b) Instrument maintenance and repair services (during normal business hours Monday through Friday excluding holidays) as provided in Sections 7.2 and 7.3 hereof, (c) training and associated expenses for one key operator at the Lessor's facility prior to the Commencement Date (together, the "Lease Program Services").

Unless the context otherwise requires, as used in this Agreement, the following terms shall have the respective meanings indicated below and shall be equally applicable to both the singular and the plural forms thereof.

"Acceptance Date" for each Instrument means the date on which (a) Lessor has received all documents, duly completed and executed, which Lessor reasonably deems necessary to ensure enforceability of Lessor's interests in the transactions represented by this Agreement, and (b) the earlier of (i) the date Lessor receives a certificate of acceptance of delivery, installation, validation and LIS Interface connection signed by the Lessee (the "Acceptance Certificate") and (ii) the date that is sixty (60) days after Installation of the Instrument pursuant to Section 4.2 hereof.

"Commencement Date" for each Instrument means (1) the first day of the calendar month following the date on which Lessor has received an Acceptance Certificate with respect to such Instrument or (2) sixty 60 days after each Instrument has been delivered to the Lessee

"Instrument" means each item of property designated on a Schedule that will be leased by Lessee pursuant to the Lease, together with the all replacement parts, additions, accessories and associated proprietary software incorporated therein or affixed thereto.

"Facility" for each Instrument means the address at which such Instrument as specified in the applicable Schedule.

"Initial Term " for each Instrument shall mean the period commencing on, and including, the Commencement Date and ending that period of time thereafter, as designated on the applicable Schedule.

"LIS Interface" for each Instrument means the Laboratory Information Systems software designated on the applicable Schedule.

*Minimum Monthly Payment for each instrument means the minimum monthly payment due for the use of such instrument as designated on the applicable Schedule.

"Lease Term" means the Initial Term together with any Renewal Term.

DELIVERY, INSTALLATION, VALIDATION AND CONNECTION.

- Delivery. Lessor shall inform Lessee of the first date on which the Instrument is available for delivery by Lessor. After such notice, Lessor and Lessee shall mutually agree on a delivery date for the instrument and the manner of and other procedures for such delivery. Lessor shall, at Lessor's expense, arrange for delivery of the instrument at the Facility on the agreed upon delivery date; provided, however, that Lessor's reasonable delay in delivering the instrument beyond the delivery date shall not affect the validity of this Agreement with respect to the Instrument.
- Installation by Lessor. Following delivery of the Instrument, Lessor shall, at Lessor's expense, install the Instrument during normal business hours and connect the instrument to the requisite safety switches and power lines to be installed by the Lessee as noted below. Subsequent to installation if Lessee requires the Instrument to be relocated, Lessee shall be responsible for costs associated with the relocation.

 Irade Unions. If any trade union or other agreement or restriction prevents Lessor from installing the Instrument as contemplated by this 4.2
- 4.3 Agreement, then Lessee shall be responsible for installing the Instrument, and Lessor's obligations shall be limited to supervising the installation and connection of the instrument in accordance with Lessor's requirements.
- 4.4 Lessee's Installation Obligations. Lessee shall, at its own expense, provide all proper and necessary labor and materials for transporting the Instrument from Lessee's receiving dock to Lessee's installation site and for all plumbing service, carpentry work, conduit wiring, safety Instrument from Lessee's receiving order to Lessee's installation and and for all plumbing service, carpeting work, conduit writing, sarety switches, power lines and other preparations required for instrument installation and connection. Lessee shall prepare the installation site for installation of the Instrument in advance of its delivery by Lessor, and Lessee shall provide all labor and materials for transporting the Instrument within the Facility and competing installation of the Instrument at the time of its delivery. Additionally, Lessee shall provide free access to the premises of installation, and if necessary, safe space thereon for storage of the instrument prior to installation by Lessor. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates. Lessee shall procure the same at its expense prior to installation. In the event that Lessor must supervise the installation of the Instrument, it remains the Lessee's responsibility to comply with local regulations. Shipping materials (crates, pallets, etc.) y Premain

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the property of Lessor. Should Lessee fail to comply with the obligations of this paragraph, the Lessee shall be liable for any and all additional expenses or costs incurred by Lessor because of such failure.

Agiciation. Within sixty (60) days of deliver of the instrument, Lessee shall complete a validation of correlation studies with respect to the instrument. Lessor shall make its service technicians available at the Facility to assist with the validation process. Upon successful validation 4.5 Lessee shall execute and deliver to Lessor a Validation Certificate in a form provided by Lessor.

4 6 LIS Interface Installation. Within study (60) days of the Installation of the Instrument, Lessee shall install the LIS Interface. Lessee agrees that, to long as Lessor has paid or arranged to pay for the LIS interface as provided herein. Lessee shall be solely responsible for connecting the

List interface and any delays associated therewith.

Acceptance Certificate. After the instrument is delivered to Lessee, installed at the Facility, and inspected and deemed satisfactory to Lessee in its reasonable discretion, and after Lessee has validated a correlation study with respect to the Instrument and installed the List Interface, Lessee shall execute and deliver to Lessor an Acceptance Certificate in a form provided by Lessor, provided, however, that Lessee's failure to 4.7 execute and deliver an Acceptance Certificate for any Instrument upon completion of the conditions for acceptance set forth in this Section 4.7 shall not affect the validity of this Agreement.

MONTHLY PAYMENT; DELINQUENT PAYMENTS.

Payment Schedule. Billing and payment will be on a monthly basis and will begin on the Commencement Date. LESSEE SHALL NOT ABATE, SET OFF, OR DEDUCT ANY AMOUNT OR DAMAGES FROM OR REDUCE ANY MINUMUM MONTHLY PAYMENT OR OTHER PAYMENT FOR ANY REASON WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

Late Payment. Late charges on any payments, taxes, or other charges due hereunder and not received within ten (10) days of the due date shall accrue at the rate of 0.5% of the payment amount due per month (or if such rate shall exceed the maximum rate allowed by law, then at

5.2 the highest rate that is permitted to be charged) beginning with the date that such amount was due and continuing until the amount is paid. Lessee shall make payment of any late charges promptly upon demand by Lessor.

5.3 Taxes. Lessee shall pay to Lessor an amount equal to all taxes paid, payable or required to be collected by Lessor and service fees assessed, however designated, which are levied or based on the Minimum Monthly Payment or on the possession, use, operation, lease, rental, sale, purchase, control or value of the Instrument, including without limitation, registration and license fees and assessments, state and local privilege or excise taxes, sales and use taxes, personal and other property taxes, and taxes or charges based on gross revenue, but excluding taxes based on Lessor's net income.

USE; ALTERATIONS AND ATTACHMENTS

61 Unlimited Usage. Lessee shall be entitled to unlimited usage of the Instrument during the Lease Term or as otherwise approved by Lessor in

6.2 *Control and Location. Lessee shall at all times keep the Instrument in its sole possession and control and shall keep the Instrument on its premises, wherever the same may be located from time to time. Lessee shall give Lessor fifteen (15) days prior written notice of any change in the location of Lessee's premises where the Instrument is to be located. Lessee shall not move the Instrument from its existing location unless Lessor's authorized installation or maintenance personnel supervise the removal and reinstallation of the instrument. Lessor agrees to have its personnel available to supervise the removal and reinstallation of the Instrument during normal business hours on such dates

specified by Lessee in writing at least fifteen (15) days in advance. The relocation of the Instrument in the manner provided in this Section 6.2 will not affect any warranties provided by IRIS or its affiliates regarding the Instrument.

Nature of Use. Lessee shall cause the Instrument to be used, operated and, at the termination of the Agreement, removed (i) in accordance with any applicable manufacturer's manuals or instructions; (ii) by competent and duty qualified personnel only; and (iii) in accordance with 6:3 applicable governmental regulations, if any.

Alterations. Lessee may not make alterations in or add attachments to the Instrument without first obtaining the written consent of Lessor. Any 6.4 such afterations or attachments shall be made at Lessee's expense and shall not interfere with the normal and satisfactory operation or maintenance of the Instrument. The Lessor or other manufacturer of the Instrument may incorporate engineering changes or make temporary alterations to the Instrument upon request of Lessee. Unless Lessor shall otherwise agree in writing, all such alterations and attachments shall be and become the property of Lessor or, at the option of Lessor, shall be removed by Lessee at the termination of this Agreement and the Instrument restored at Lessee's expense to its original condition, reasonable wear and tear only excepted.

Personal Property Cheracter: Lessee acknowledges that the Instrument is and shall remain personal property during the Lease Term. Lessee shall not permit the Instrument to become an accession to other goods or a fixture to, or part of any real property. 65

Compliance with Laws. The parties shall conduct their relationship and perform their duties under this Agreement in full compliance with applicable federal, New York, and local laws, regulations and ordinances. Lessee shall pay all fines and penalties for late registration or other 66

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applicable receral, New York, and local laws, regulations and ordinances. Lessee shall pay all fines and penames for late registration or other infractions or violations of law with respect to the Instrument or Lessee's use of the Instrument.

Commercial Use. The Instrument is leased solely for commercial or business purposes.

Software. The Instrument includes hardware and, except as expressly provided herein, all related software (including both operating systems software and applications software and including all documentation, later versions, updates, and modifications), or access to such software through licenses agreements (*Licenses*) between Lessor and the licensor permitting Lessee to use such software to the full extent necessary or desirable for Lessee to use the Instrument as intended under this Agreement (all of the foregoing, the 'Software'). Lessee shall possess and use any licensed Software in accordance with the terms and conditions of such Licenses. As due consideration for Lessor's payment of the Software price and for providing the Software to Lessee at a lesse rate as opposed to a debt rate, Lessee agrees that Lessor is leasing (and not financing) the Software to Lessee. Lessee shall not be required to remove any Software from the hardware at the termination of the Lease Term.

MAINTENANCE AND REPAIRS; RETURN OF INSTRUMENT

7.1 7.2

General Maintenance. Subject to the following provisions of this Section 7, and in accordance with Lesson's service and maintenance policies Statistic manufacture. Surject to the tolowing provisions of this section?, and in eccondative with Lesson's service and maintenance policies for its lease program as may reasonably be changed by Lessor from time to time, during the continuance of this Agreement and at its expense, Lessor shall (i) keep the Instrument In good repair, working order and condition, (ii) service and maintain the Instrument, (iii) make all necessary adjustments, repairs and replacements, in accordance with Lessor's specifications for the Instrument, (iv) furnish all required parts, mechanisms, devices, and servicing for the Instrument. All such parts, mechanisms, and devices shall immediately become part of the Instrument for all purposes hereunder.

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Instrument for air purposes nereunder.

Service Company. Lessor may, at it option, enter into a contract with a qualified maintenance organization to provide Lessor's maintenance and installation obligations. Except for the foregoing, Lessor may not subcontract any portion of the work specified under this Agreement without prior written approval from Lessee, which approval shall not be unreasonably withheld.

Return of Instrument. At the termination of the Agreement, at its expense, Lessee shall return the Instrument to Lessor at the location designated by Lessor that is within the United States. Upon such return, and provided that Lessor has performed its maintenance obligations during the Lesse Term, the Instrument shall be in the same operating order, repair, condition, and appearance as on the Acceptance Date, 7.4 excepting reasonable wear and tear from proper use thereof, including all engineering changes theretofore prescribed by the manufacturer. Lessee shall also deliver to Lessor the plans, specifications, operating manuals, software documentation, discs, warranties and other documents furnished by Lessor and such other documents in Lessee's possession relating to the maintenance and method of operation of such instrument. Lessee shall return and convey to Lessor at no cost to Lessor all upgrades and/or enhancements made to the instrument that are inherent to the functioning of the instrument. Software included as part of the instrument under this Agreement shall be returned to Lessor with the hardware. Lessee shall destroy all copies or duplicates of the Software that are not returned to Lessor and shall cease to use the Software that are not returned to Lessor and shall cease to use the Software altogether except to the limited extent necessary to transfer data that is necessary for Lessee to retain for any legal or business purpose. Upon its receipt from Lessee, Lessor shall be responsible to return the Software to the owner/vendor so that Lessee shall not be in breach of any software license. At Lessor's written request, Lessee shall provide free storage for any item of instrument for a purpor to.

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exceed sixty (60) days after the expiration of the Agreement before returning such item to Lessor and permit Lessor access to the Instrument for Inspection and/or resale. If Lessoe shall fail to return any item of Instrument as provided herein, Lessoe shall be responsible for all cost and expense incurred by Lessor in returning the instrument to such required condition or any reduction in value as a result thereof:

OWNERSHIP AND RISK OF LOSS

- 8.1 Ownership. The Instrument shall at all times remain the property of Lessor or its assigns. By this Agreement, Lessee acquires no ownership rights in the Instrument. Lessor may affix (or require Lessee to affix) tags, decals, or plates to the instrument indicating Lessor's ownership,
- rights in the Instrument. Lessor may affix (or require Lessee to affix) tags, decais, or plates to the Instrument Indicating Lessor's ownership, and Lessee shall not permit their removal or concealment.

 Designs and Trade Secrets. All right, title and interest in any drawings, data, designs, software programs or other technical information supplied by Lessor to the Lessee in connection with the lesse of the Instrument shall remain with Lessor and shall be held in confidence by the Lessee. Such information shall not be reproduced or disclosed to any third party without Lessor's prior written consent.

 No Liens. LESSEE SHALL KEEP THE INSTRUMENT FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT THOSE PERMITTED BY LESSOR OR ITS ASSIGNS. 8.2
- 8.3
- 8.4 Access. Lessor, its assigns and their agents shall have free access to the instrument at all reasonable times during normal business hours for
- The purpose of inspecting the Instrument and for any other purpose contemptated in this Agreement.

 Risk of Loss. From and after the date the Instrument is delivered to Lessee and until the Instrument is returned to Lessor as provided in the 8.5 Agreement, Lessee shall bear all risk of loss, damage, theft, or destruction to the Instrument is returned to Lessor as provided in the Agreement, Lessee shall bear all risk of loss, damage, theft, or destruction to the Instrument, howsoever caused, except to the extent caused by the negligence or willful misconduct of Lessor or its employees, agents, or subcontractors. If any item of Instrument is rendered unusable as a result of any physical damage to or destruction of the Instrument or if any item of Instrument is lost or stolen, then:

 Notice of Damage or Loss: Lessee shall give Lessor prompt notice thereof, and this Agreement as to such item shall continue in full force and effect without any abatement of any Minimum Monthly Payment. Lessee shall determine whether such item of Instrument can be repaired and
- 8.5.1 shall notify Lessor of such determination within fifteen (15) business days after the date of the occurrence of such damage or loss
- Repair: If Lessee reasonably determines that such item of Instrument can be repaired, Lessee shall, at its experise, cause such item of 8.5.2
- Instrument to be promptly repaired by Lessor or its assigns.

 Replacement or Payment: If Lessee determines that the item of Instrument cannot be repaired, if Lessor or its assigns is unable, after reasonable efforts, to repair the item of Instrument, or if the item of Instrument is lost or stolen, then at Lessee's option, Lessee shall either (i) 853 at Lessee expense replace such item of instrument with like Instrument having a comparable or greater value and convey title to such replacement to Lessor free and clear of all liens and encumbrances, whereupon this Agreement shall continue in full force and effect as though such loss, damage, theft, or destruction had not occurred; or (ii) pay Lessor an amount equal to all rents and other amounts, if any, due from Lessee at the time of such payment plus an amount equal to the then fair market value of such item of Instrument.
- Insurance Proceeds: All proceeds of insurance received by Lessor or Lessee under any insurance policy shall be applied toward the cost of any such repair or replacement, with any excess proceeds retained by the owner of such insurance policy. 854

- 9.1 Lessee's Insurance. During the continuance of this Agreement, Lessee, at its expense, shall keep in effect (i) an all risk casualty insurance policy covering the Instrument that includes, without limitation, coverage against extended coverage risks, vandalism, theft, and malicious mischief, for amounts not less than the replacement cost of each item of Instrument, with Lessor and its assigns designated as insured and mischier, not amounts not less trial the replacement cost of each neutron installing, with acceptable to Lessor and that designates Lessor and its essigns as co-insured. All such insurance policies shall be with licensed insurance companies reasonably acceptable to Lessor; shall prohibit cancellation or modification thereof without at least ten (10) days prior written notice to Lessor; shall be evidenced whether by certificates of insurance or other written evidence acceptable by Lessor, and shall provide that as to Lessor, its successors, and assigns, the insurance shall not be invalidated by any act, omission, or neglect of Lessee. Lessee shall be responsible for paying any deductibles on such policies. Lessee hereby appoints Lessor as Lessee's attorney-in-fact with full power and authority to make claims, receive payments and endorse documents, checks or drafts as necessary or advisable to secure payments due under any policy contemplated hereby on account of
- 9.2 Lessor's insurance. Lessor has and shall maintain throughout the Lease Term, commercial general liability insurance in an amount of coverage of not less than \$1,000,000 per occurrence and \$3,000,000 for aggregate claims during a twelve (12) month period. Lessor shall notify Lessee within ten (10) days of any non-renewal or cancellation of said insurance. Additionally, Lessor agrees to obtain and maintain through the Lease Term, worker's compensation insurance for its employees in accordance with applicable statutes and regulations. Lessor shall provide Lessee with reasonable evidence of the insurance it is required to maintain hereunder promptly upon request.

10. **EVENTS OF DEFAULT; REMEDIES**

- Defaults and remedies under this Agreement shall be as follows:

 Lessee's Defaults and Lessoe's Remedies. The occurrence of any of the following shall constitute a default by Lessee (*Lessee Default*): 10.1 Lessee fails to make any payment within ten (10) days following written notice from Lessor that such payment is past due; Lessee fails to perform any its other obligations under this Agreement and such noncompliance continues uncured for thirty (30) days following written notice of such noncompliance from Lessor, Lessee files for protection under any bankruptcy, insolvency, receivership or similar laws; or if any such of such noncompliance from Lessor, Lessee lies for protection usual any patient purple, insured by the commenced against Lessee or its property and is not dismissed within ninety (80) days. So long as any Lessee Default has occurred and is continuing, Lessor shall at its option be entitled to exercise any of the following remedies, all of which are cumulative (but without duplication of recovery): notify Lessee in writing of termination of the Agreement to be effective immediately on the date of such notice ("Lessor's Termination Date") or such later date as specified in such notice; repossess the Instrument on or after Lessor's Termination Date; recover from Lessee all reasonable expenses of repossession, removal, storage and disposition of the instrument; and pursue all other remedies allowed by New York state law, provided, however, that Lessor shall not be entitled to consequential, incidental, or indirect damages
- remedies allowed by New York statis law, provided, itowards, that Leason state into the challenges to consequential, including the even if Lesson's representatives have been advised of the possibility of such damages.

 Lesson's Defaults and Lessee's Remedies: The occurrence of any of the following events shall constitute a default by Lesson ("Lesson Default"): Lesson fails to perform any its other obligations under this Agreement and such noncompliance continues uncured for thirty (30) days following written notice of such noncompliance from Lessee; any of Lesson's representations in this Agreement prove to have been 10.2 materially misleading when made; Lessor files for protection under any bankruptcy, insolvency, receivership or similar laws; or if any such proceeding shall be commenced against: Lessor or its property and is not dismissed within runety (90) days. So long as any Lessor Default has occurred and is continuing, Lessee shall at its option be entitled to exercise any of the following remedies, all of which are cumulative (but without duplication of recovery): notify Lessor in writing of termination of the Agreement to be effective immediately on the date of such notice date (*Lessee's Termination Date*) or such later date as specified in such notice; require Lessor to remove the Instrument from Lessee's premises within fifteen (15) days following Lessee's Termination Date; recover from Lessor all reasonable expenses of removal, storage and disposition of any of the Instrument not so removed; and pursue all other remedies allowed by New York state law; provided, however, that Lessee shall not be entitled to consequential, incidental, indirect damages or lost revenues or anticipated profits even if Lessee or Lessee? representatives have been advised of the possibility of such damages. In the case of Lessee's tempination of the Agreement, Lessee shall have no further obligation under the Agreement and shall receive a refund from Lessor for any payments to Lessor for prepaid rent.

- Expiration of Term. Upon the expiration of the Initial Term, or any Renewal Term, unless Lessee elects to exercise an option pursuant to Section 11.2 or 11.3 hereof, Lessee shall return the Instrument to Lessor in accordance with the terms of Section 7.4 of this Agreement. All obligations of Lessee and Lessor hereunder that by their express terms survive the expiration, cancellation or other termination of the Term of each Lease shall survive such expiration, cancellation or other termination.
- expiration, caricalisation or care, terms leaves.

 Renewal Term. Provided no Lessee Default exists uncured, upon the expiration of the Initial Term, Lessee may, by giving Lessor at least code hundred twenty (120) days written notice via certified or overnight mail prior to the expiration of the Initial Term, elect to renew this Agreement for the additional transfer. 11.2

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twelve (12) month period (a "Renewal Term") for a new Minimum Monthly Payment such Instrument as determined by Lessor based on the fair market

- Purchase Option. Provided no Lessee Default exists uncured, upon the expiration of the Initial Term, or a Renewal Term, Lessee may, by giving Lessor at least one hundred twenty (120) days written notice via certified or overnight mail prior to the Initial Term Expiration Date, elect to purchase all, but not less than all, of the Instrument subject to any Schedule for its Fatr Market Sale Value, which, for the purpose of this Section 11.3 shall be defined as the value of Instrument for sale, in place and in continued use, which would be obtained in an arm's length transaction between an informed and willing retail seller (under no compulsion to sell) and an informed and willing retail buyer (under no compulsion to purchase) and an informed and willing retail buyer (under no computation to purchase), as determined by the Lessor. If the Lessee disputes the Lessor's calculation of Fair Market Sale Value. Then such Fair market Sale Value shall be determined by independent appraiser selected by Lessor and reasonably acceptable to Lessee and paid for by
- LIMITED WARRANTY; THIRD PARTY SOFTWARE; LIMITATION OF LIABILITY.
- Limited Warrenty on Instrument. Lessor warrants that the Instrument shall be free from defects in materials and workmanship under normal use and service and shall perform in accordance with Lessor's published specifications for the Lesse Term. The warranty in the preceding sentence is subject to the following: Lessor's obligations shall be limited solely to the repair or replacement, at Lessor's option and at Lessor's sentence is subject to the knowing. Lesson's obligations shall be unliked solvery to the repair of replacement, at Lesson's post and at Lesson's cost, of the defective parts. Repairs or replacement deliveries shall not interrupt or extend the term of this warranty unless the Lesse Term is extended as a result thereof. This warranty does not apply to any Instrument that has been modified, attend or repaired by persons other than those trained, authorized or approved by Lessor. This warranty is made on condition that the Lessee operates the Instrument in accordance with Lessor's published protocols and gives Lessor prompt written notice of any defect. EXCEPT FOR ADDITIONAL WARRANTIES AS PROVIDED IN ANY MANUALS, WARRANTY STATEMENTS, OR OTHER MATERIAL DELIVERED SUBSTANTIALLY CONTEMPORANEOUSLY WITH THE INSTRUMENT, LESSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PUSPOSE IS HEREBY DISCLAMED.
- Warranty of Title. Lessor hereby represents and warrants to Lessoe that Lessor has sufficient right, title and interest in the Instrument to enter into this Agreement with Lessee, and that the interest, if any, of any other person or entity in the instrument is, and shall continue to be, subordinate to Lessee's interest herein. Lessor agrees to defend Lessee's rights in and to the Instrument hereunder against any other person
- No Warranty of Third Party Products. Lessor makes no warranty whatsoever regarding products manufactured by persons other than Lessor or its affiliates and the Lessee's sole source of warranty therefore, if any, is the original manufacturer's warranty(s) provided to Lessor. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE MICROSOFT SOFTWARE WHICH ACCOMPANIES THE 12.3 INSTRUMENT IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND.
- INSTRUMENT IS PROVIDED AS IS WITHOUT WARRANT OF ANT KIND.

 Digitations on Microsoft Software. The Microsoft software installed in Lessor's Instrument may include a downgraded version of Microsoft SQL Workstation, and/or Microsoft Windows NT. Lessee shall use the downgraded software for internal business use only and shall not distribute or transfer such software to a third party. Lessee consents to be bound by the terms of the Microsoft License Agreement(s) regarding all Microsoft software and shall strictly control use of said software. If Lessor, in its sole discretion, adopts an upgraded version of any Microsoft software and makes such software available for use by Lessee with the Instrument, then upon installation of such upgraded 12.4 version Lessee shall promptly destroy all copies of all replaced versions of the Microsoft software.

 <u>Limitation of Liability</u>. Lessor shall not be liable for any lost revenue or anticipated profits or any incidental, Indirect, special or consequential
- damages resulting from the use or inability to use the instrument, even if Lessor or Lessor's authorized representative has been advised of the possibility of such damages.
- Product Liability. Nothing in this Section 12 or any other provision of this Agreement is intended to transfer to Lessee any of Lessor's obligations under applicable laws regarding product liability. 12.6
- PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS 13.
- 13.1 Infringement by Lessor. If the Lessee receives a claim that any of the Instrument or parts thereof infringes upon the rights of others under
- Infingement by Lessor. It the Lessee receives a casm that any or the instrument or parts thereor imminges upon the rights or others under patent, trademark or otherwise, the Lessee shall notify Lessor immediately in writing.

 Infingement Claims. All trademark, patent and other intellectual property infringement claims relating to the Instrument shall be the sole responsibility of Lessor, and Lessor shall hold, Lessee harmless with respect thereto, including any attorney fees incurred by Lessee. Lessee agrees to cooperate with Lessor in providing information and reasonable assistance to Lessor, and Lessee hereby gives Lessor the exclusive authority to evaluate, defend and settle such claims. Lessor shall, at its own expense defend or settle such claims. Lessor shall also do one of the following with respect to the affected instrument: (i) procure for Lessee the right to use them, (ii) modify them, (iii) replace them with 13.2 items of comparable utility and value to the satisfaction of Lessee, or (iv) after failing to do (i), (ii) or (iii) after reasonable efforts to do so, remove them at Lessor's sole expense and terminate this Agreement, at which time Lessee shall have no further obligation under the Agreement and shall receive a refund for Lessor for any payments to Lessor for prepaid rent.
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- Integration. All schedules or riders to this Agreement, and Acceptance Certificates, whether they are signed before, on, or after the date of this Agreement, are Incorporated into this Agreement by this reference. Such documents and this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof. 14.1
- Modification. This Agreement may not be amended or modified except by writing, signed by a duly authorized representative of each party, but no such amendment or modification needs further consideration to be binding.

 Interpretation. The provisions of this Agreement shall be deemed to be independent and severable. The invalidity or partial invalidity of any 14.2
- one provision or portion of this Agreement under the laws of any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement. The captions and headings set forth herein are for convenience of reference only and shall not define or limit any of the
- Notices: All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and 14.4 deemed to have been received upon personal delivery or delivery by express courier such as FedEx or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, certified mail, receipt requested, addressed to the parties at the following addresses; (a) if to Lessor, to IRIS international Inc., 9172 Eton Avenue, Chatsworth, CA 91311, Atm. Chief Financial Officer, and (b) if to Lessee, to Alan Abres of one of the parties shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt by the addressee and the person designate to receive a copy.
- Governing Law. This Lease shall be governed by and shall be interpreted pursuant to the substantive laws of the State of New York without 14.5 regard to choice of law rules.
- Waiver of Juny Trial. LESSOR AND LESSEE EACH FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ITS RIGHTS 14.6 Waiter of Jury Trial. LESSOR AND LESSEE EACH FOR TISELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION, OF WHATEVER KIND AND IN ANY COURT, BASED UPON OR ARISING OUT OF, OR RELATING DIRECTLY OR INDIRECTLY TO, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY RELATED AGREEMENT. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT OF BOTH PARTIES TO A TRIAL WITHOUT A JURY. Jurisdiction: Venue Each party to this Agreement irrevocably submits itself to the personal jurisdiction of state and federal courts located in Westchester County, New York. The venue for any enforcement or interpretation of this Agreement shall lie with those courts, and each party
- 14.7 waives any objection that it might have to venue
- 14.8 Financing Statements and Fees. A photocopy of this Agreement shall be sufficient as, and may be filed as, an original financing statement. Lessee authorizes Lessor to file one or more financing statements describing the Instrument and appoints Lessor as Lessee's attorney-in-fact to execute any such financing statements if Lessee's signature is required in any relevant jurisdiction. Lessee will cooperate with Lessor in protecting Lessor's interests in the Instrument, the Lesse and the amounts due under the lesse, including, without limitation, the procurion and delivery of Uniform Commercial Code statements and filings and other documents requested by Lessor. Lessee will execute and deliver to

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Lessor such other documents and written assurances and take such further action as Lessor may request to more fully carry out the implementation, effectuation, confirmation and perfection of the lease and any rights of Lessor thereunder:

14.9 Provisional Security Interest. In the event a court of competent jurisdiction or other governing authority shall determine that this Agreement is not a "true lesse" or that Lessor (or its assigns) does not hold legal title to or is not the owner of the instrument, then this Agreement shall be deemed to be a security agreement with Lessee, as debtor, having granted to Lessor; as secured party, a security interest in the instrument effective the date of this Agreement; and Lessor shall have all of the rights, privileges and remedies of a secured party under the New York Uniform Commercial Code.

14.10 <u>Attorner's Fees.</u> Lessee shall reimburse Lessor for all charges, costs, expenses and attorney's fees incurred by Lessor in defending and protecting its interest in the Instrument against any and all claims arising solely through Lessee and In the enforcement of this Agreement or the collection of any cast due rent or other payments past due under this Agreement.

proscuing its interest in the insurument equinist any and all claims arising sown through Lessee and in the enforcement of this Agreement of the collection of any past due rent or other payments past due under this Agreement.

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14.12 Property Damage by Lessor. Lessor shall exercise due care in performing its obligations under the Agreement and shall be liable for all damages or injury caused by its own negligence or willful misconduct or the negligence or willful misconduct of its employees, agents, or subcontractors. Lessee may charge Lessor in full for all repairs and replacements that result from Lessor's or any of its subcontractors, agents or employees' negligence or willful misconduct, and all corrective actions must be completed to Lessee's reasonable satisfaction. Reports of property damage to the instrument by Lessor's employees, agents or subcontractors shall be brought to the attention of Lessee promptly after the occurrence. Lessee shall promptly notify Lessor of any property damage to the instrument of which Lessee has knowledge. Indemnification. Except to the extent that a specific remedy is provided herein, the each party hereby agree to indemnify, save and hold each other hamnless from and against all suits, actions, claims, demands, judgments, liabilities, losses, and expenses (including court costs and

14.13 Indemnification. Except to the extent that a specific remedy is provided herein, the each party hereby agree to indemnify, save and hold each other harmless from and against all suits, ections, claims, demands, judgments, liabilities, losses, and expenses (including court costs and reasonable attorneys' fees) ("Damages") which arise or result from their respective misrepresentations hereunder or which arise or result from their respective default in the observance or performance of any term or provision hereunder. The Lessor's obligations under this Section 14.13 shall not apply to any Damages where such Damages are caused primarily by (A) the negligent, reckless or intentional acts or omissions of Lessee, (B) Lessee's breach of this Agreement, (C) Lessee's use of the Instrument or products (collectively with the Instrument, the "Products") in a manner for which it was not intended or that does not comply with the Lessor's directions for use, (D) Lessee's afteration or modification of the Product, or (E) the use of spare parts and consumables that were not approved or authorized by the Lessor.

14.14 Disclaimer of Agent or Employee Status. It is expressly understood that Lessor is acting at all times in the role of an independent contractor to Lessee. Nothing in this Agreement shall be construed to constitute Lessor as an agent or employee of Lessee; nor shall anything contained in this Agreement be construed to constitute Lessee as an agent of Lessor.

14.15 No Binding Arbitration. It is expressly understood that disputes between the parties are not required to be submitted to binding arbitration. The parties retain all legal and equitable remedies available under the law of the state of New York and other applicable law.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement on the day and year first above written.

Accepted by IRIS International, Inc. 9172 Eton Avenue Chatsworth, QA 91311	Accepted by
BY 15 hale.	BY Ally by Carry
NAME John Warekais	MARIE DOUGLAS Langy
MILE CORD UP 15/15/11	TITLE EUP/(OU)
President, Ins Diaguestics	
BY	BY
NAME	NAME
TITLE	MILE

ITIS Is a service mark of Lessor IRIS International, Inc.



INSTRUMENT SCHEDULE		
to Master Lease Agreement		
Dated as of _		
C44		

NAME AND ADDRESS OF LESSEE (the "LESSEE"):

NAME AND ADDRESS OF LESSOR (the "LESSOR"):

Sound Shore Medical Center 16 Gujon Place New Rochelle, NY 10801 IRIS International, Inc. 39172 Eton Avenue Chatsworth, CA

ADDRESS OF INSTRUMENT LOCATION ("Facility"):

Phone #:

INSTRUMENT DESCRIPTION ("Instrument")

IQ 200 ELITE SYSTEM

SERIAL NUMBER

\$3,100.33
*Plus applicable sales tax

* Sound Shore Medical Center must provide IRIS with a Deposit of \$6,200.33, which is equal to two (2) monthly payments. This payment must be received before the System is shipped. Provided a good standing payment history is established in a twelve (12) month period, IRIS will apply this deposit amount to any open invoices. IRIS Diagnostics has the option to pick up the System should Sound Shore Medical Center default on this agreement at any time. Should IRIS pick up the System, Sound Shore Medical Center will be held responsible for the return shipping costs of the System. IRIS Diagnostics also has the option to Hold the shipment of consumables should Sound Shore Medical Center default on this agreement. Upon validation of the new system, Sound Shore Medical Center agrees to return the M500, serial #611 to IRIS. Sound Shore Medical Center agrees to pass title and ownership of this instrument to IRIS Diagnostics.

INITIAL TERM: 60 Month - INSTRUMENT & SERVICE ONLY \$1 RILY OUT LEASE

Accepted by IRIS International, Inc.	
IRIS International, Inc.	used this Schedule to be executed by their duty authorized representatives as of
9172 Eton Avenue Chatsworth, CA 91311	Accepted by
MAME om Warerois MITLE CorpuP Iris Int President	TITLE EVPLICED
BY Ins Diagnostic	BY BY
MAME	NAME

EXHIBIT B

Pre-Petition Claim

09-16-13 A10:31 IN



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHER	N DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor (Check Only One):	Case No.	Your Claim is Scheduled As Follows:
Sound Shore Medical Center of Westchester	13-22840	017
☐ The Mount Vernon Hospital, Inc. ☐ Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Can	13-22841	ENCITYES
The M.V.H. Corporation	13-22842 13-22843	
Sound Shore Health System, Inc.	13-22844	1 13 2
NRHMC Services Corporation	13-22845	(B) SEP 1 6 2013 (E)
☐ New Rochelle Sound Shore Housing, LLC	13-22846	SEP 1 6 2013 NO.
NOTE: Other than claims asserting administrative priority under 11 U.S.C. § 5	03(b)(9), this form should not be used to] ''
make a claim for administrative expenses arising after the commencement of the of an administrative expense pursuant to 11 U.S.C. § 503(b).	case. You may file a request for payment	
Name of Creditor (the person or other entity to whom the Debtor owes money or	T <u> </u>	
l	Check this box to indicate that this	
Name and address where notices should be sent: 40 Beknstein-Bunkley, P.C.	claim amends a previously filed claim.	
Name and address where notices should be sent:		If an amount is identified above, you have a
40 Bernstein-Bunkley, F.C.	Court Claim Number:	claim scheduled by one of the Debtors as
707 Grant St., Suite 2200		shown. (This scheduled amount of your claim
		may be an amendment to a previously
Pittsburgh, PA 15219	(If known)	scheduled amount.) If you agree with the amount and priority of your claim as
412-456-8102	Filed on:	scheduled by the Debtor and you have no other
I Leienhone number	1	claim against the Debtor, you do not need to
Email Address: hause & bernsteinlaw. Com		file this proof of claim form, EXCEPT AS
Name and address where payment should be sent (if different from above):	☐ Check this box if you are aware	FOLLOWS: If the amount shown is listed as
	that anyone else has filed a proof	any of DISPUTED, UNLIQUIDATED, or
	of claim relating to this claim.	CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in
	Attach copy of statement giving	respect of your claim. If you have already
Telephone number:	particulars.	filed a proof of claim in accordance with the
Email Address:		attached instructions, you need not file again.
1. Amount of Claim as of Date Case Filed (May 29, 2013): \$ 253,91	3.22 FO.E.	D - 48718
If all or part of the claim is secured, complete item 4.	U.S. BANKRUPTCY COURT FOR TH	E SOUTHERN DISTRICT OF NEW YORK
If all or part of the claim is entitled to priority, complete item 5.	SOUND SHORE MEDICAL	CENTER OF WESTCHESTER
1	RORES	T D. DRAIN
If all or part of the claim arises from the value of any goods received by	the Debtor within 20 days before May 2	2. 2013, the date of commencement of the above
case, in which the goods have been sold to the Debtor in the ordinary course		
Check this box if the claim includes interest or other charges in addition	to the principal amount of the claim. Atta	ach a statement that itemizes interest or charges.
2. Basis for Claim: 6000 S and Services provid	Look	
(See instruction #2)		
3. Last four digits of any number by which creditor identifies Debtor: 3		3b. Uniform Claim Identifier (optional):
	account as:	
2 5 8 3		
	(Sec instruction #3a)	(See instruction #3b)
4. Secured Claim (See instruction #4)	Amount of arrearage	and other charges, as of the time case
Check the appropriate box if the claim is secured by a lien on property or a r	ight of setoff, was filed, included in	secured claim, if any:
attach required redacted documents, and provide the requested information.		s
Nature of property or right of setoff:	Motor Vehicle	
☐ Other	Basis for perfection:	•
Describe:		
Value of Property: \$	A	
	Amount of Secured C	141MI: 3
Annual Interest Rate % D Fixed or D	Variable	
(when case was filed)	Amount Unsecured:	S
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any p	art of the claim falls into one of the foll	owing categories, check the box specifying
the priority and state the amount.		
☐ Domestic support obligations under ☐ Wages, salaries, or commit ☐ U.S.C. § 507 (a)(1)(A) or (a)(1)(B). ☐ \$12,475*) earned within 15		
the case was filed or the D		(a)(ɔ).
Up to \$2,775* of deposits toward business ceased, whichever		ble paragraph Amount entitled to priority:
purchase, lease, or rental of property or 11 U.S.C. § 507 (a)(4).	of 11 U.S.C. § 507 (a)(
services for personal, family, or bousehold use = 11115 C 5 507 (eV7) U Taxes or penalties owed to		\$
household use – 11 U.S.C. § 507 (a)(7). household use – 11 U.S.C. § 507 (a)(7). governmental units – 11 U.S.C.		
507 (a)(8).	-	
*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter w	vith respect to cases commenced on or after	er the date of adjustment.
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your	claim arising from the value of any good	is received by the Debtor within 20 days before
May 29, 2013, the date of commencement of the above cases, in which th	he goods have been sold to the Debtor 1	n the ordinary course of such Debtor's business.
7. Credits. The amount of all payments on this claim has been credited for the	nurrose of making this proof of alain (C.	i-st-pation #7
1 or an balancing on any claim has occir circuited for the	harbase or marink mis bloot of citiu. (2)	ee maduction #/}



BANKRUPTCY & RESTRUCTURING AT BERNSTEINBURKLEY, P.C. WWW.BERNSTEINLAW.COM

JODI L. HAUSE JHAUSE@BERNSTEINLAW.COM T: (412) 4568102 / F: (412) 4568135

September 13, 2013

VIA FEDERAL EXPRESS OVERNIGHT DELIVERY

Sound Shore Medical Center of Westchester, et al c/o GCG, Inc. 5151 Blazer Parkway, Suite A Dublin, OH 43017

Re: Beckman Coulter, Inc. v. Sound Shore Bernstein-Burkley File Number: 02352-173

Dear Sir or Madam:

Enclosed for filing please find the Proof of Claim on behalf of Beckman Coulter, Inc. regarding Bankruptcy Case No. 13-22840 (RDD). Please contact my office should you have any questions or concerns.

Very truly yours, BERNSTEIN-BURKLEY, P.C.

Jodi/L. Hause, Esquire

JLH/grl Enclosure

	1 (00)		HAND HOUSE	N 1120-0-1	-	
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		1 1 1 1 1 1 1 1 1 1
UNITED STATES BANKRUPTCY COURT FOR THE SOUTHER	RN DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor (Check Only One): Sound Shore Medical Center of Westchester	Case No.	Your Claim is Scheduled As Follows:
The Mount Vernon Hospital, Inc.	13-22840	
Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended C	13-22841	
The M.V.H. Corporation	_	
Sound Shore Health System, Inc.	13-22843	
□ NRHMC Services Corporation	13-22844	
New Rochelle Sound Shore Housing, LLC	13-22845	
NOTE: Other than claims asserting administrative priority under 11 U.S.C. §	13-22846	_
make a claim for administrative expenses arising after the commencement of the	303(0)(9), this form should not be used	to
of an administrative expense pursuant to 11 U.S.C. § 503(b).	ne case. Iou may file a request for payme	nt
Name of Creditor (the person or other entity to whom the Debtor owes money or		
	Check this box to indicate that thi	s:
Beckman Coulter, Inc.	claim amends a previously filed	
Name and address where notices should be sent:	claim.	
Go Bernstein-Burkley, P.C.	Company No.	If an amount is identified above, you have
40 BEKNSTEIN-GUNNIEG, I.C.	Court Claim Number:	claim scheduled by one of the Debtors a
707 Grant St., Suite 2200	ŀ	shown. (This scheduled amount of your claim
10/ 0/4/17 27. 100.12 200		may be an amendment to a previously
Pittsburgh, PA 15219	(If known)	scheduled amount.) If you agree with the
	Filed on:	amount and priority of your claim as
412-456-8102	riicu un:	scheduled by the Debtor and you have no other
Telephone number:	1	claim against the Debtor, you do not need to
Email Address: hause @ bernsteinlaw. (on	n	file this proof of claim form, EXCEPT AS
Name and address where payment should be sent (if different from above):		FOLLOWS: If the amount shown is listed as
	Check this box if you are aware	any of DISPUTED, UNLIQUIDATED, or
	that anyone else has filed a proof	CONTINGENT, a proof of claim MUST be
	of claim relating to this claim.	filed in order to marine and the state of
	Attach copy of statement giving	filed in order to receive any distribution in
Telephone number:	particulars.	respect of your claim. If you have already
Email Address:	· -	filed a proof of claim in accordance with the
1. Amount of Claim as of Date Case Filed (May 29, 2013): \$ 253,9	1/2 22	attached instructions, you need not file again.
	2.88	
If all or part of the claim is secured, complete item 4.		
If all or part of the claim is entitled to priority, complete item 5.		
	and the transfer of the second	
If all or part of the claim arises from the value of any goods received by	y the Debtor within 20 days before May	29, 2013, the date of commencement of the above
If all or part of the claim arises from the value of any goods received by case, in which the goods have been sold to the Debtor in the ordinary cours	y the Debtor within 20 days before May se of such Debtor's business, pursuant to	29, 2013, the date of commencement of the above 11 U.S.C. § 503(b)(9), complete item 6.
case, in which the goods have been sold to the Debtor in the ordinary cours	se of such Debtor's business, pursuant to	11 U.S.C. § 503(b)(9), complete item 6.
Check this box if the claim includes interest or other charges in addition	on to the principal amount of the claim. A	11 U.S.C. § 503(b)(9), complete item 6.
Check this box if the claim includes interest or other charges in additional states for Claim: 6000 S and Service on the charges in additional states of the claim includes interest or other charges in additional states of the claim includes interest or other charges in additional states of the claim includes interest or other charges in additional states of the claim includes interest or other charges in additional states of the claim includes interest or other charges in additional states of the claim includes interest or other charges in additional states of the claim includes interest or other charges in additional states of the claim includes interest or other charges in additional states.	on to the principal amount of the claim. A	11 U.S.C. § 503(b)(9), complete item 6.
Check this box if the claim includes interest or other charges in addition	on to the principal amount of the claim. A	11 U.S.C. § 503(b)(9), complete item 6.
Check this box if the claim includes interest or other charges in addition. Basis for Claim: 6000 S and Service provides (See instruction #2)	on to the principal amount of the claim. A	11 U.S.C. § 503(b)(9), complete item 6. ttach a statement that itemizes interest or charges.
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Check this box if the claim includes interest or other charges in addition (See instruction #2) 1. Last four digits of any number by which creditor identifies Debtor: 2. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a attach required redacted documents, and provide the requested information Nature of property or right of setoff: Describe: Value of Property: \$	se of such Debtor's business, pursuant to on to the principal amount of the claim. A dod 3a. Debtor may have scheduled account as: (See instruction #3a) Amount of arreara was filed, included Motor Vehicle	11 U.S.C. § 503(b)(9), complete item 6. ttach a statement that itemizes interest or charges. 3b. Uniform Claim Identifier (optional): (See instruction #3b) ge and other charges, as of the time case in secured claim, if any: \$
Check this box if the claim includes interest or other charges in addition (See instruction #2) 3. Last four digits of any number by which creditor identifies Debtor: 2	3a. Debtor may have scheduled account as: (See instruction #3a) Amount of arreara; was filed, included in the claim. A distriction #3a. Motor Vehicle Basis for perfection	11 U.S.C. § 503(b)(9), complete item 6. ttach a statement that itemizes interest or charges. 3b. Uniform Claim Identifier (optional): (See instruction #3b) ge and other charges, as of the time case in secured claim, if any: \$
Check this box if the claim includes interest or other charges in addition (See instruction #2) 3. Last four digits of any number by which creditor identifies Debtor: 2	3a. Debtor may have scheduled account as: (See instruction #3a) Amount of arreara; was filed, included includ	3b. Uniform Claim Identifier (optional): (See instruction #3b) ge and other charges, as of the time case in secured claim, if any: \$
Check this box if the claim includes interest or other charges in addition (See instruction #2) 1. Last four digits of any number by which creditor identifies Debtor: 2. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a attach required redacted documents, and provide the requested information Nature of property or right of setoff: 1. Real Estate 1. Other 1. Describe: 1. Value of Property: \$ 1. Annual Interest Rate 1. (when case was filed)	3a. Debtor may have scheduled account as: (See instruction #3a) Amount of arreara; was filed, included includ	3b. Uniform Claim Identifier (optional): (See instruction #3b) ge and other charges, as of the time case in secured claim, if any: \$
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13-22840-rdd Doc 518-3 Filed 12/26/13 Entered 12/26/13 11:47:15 Pre-Petition Claim Pg 5 of 41

Modified B10 (GCG) (04/13) Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "reducted")] DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: Signature: (See instruction #9) Check the appropriate box. I am the creditor I am the creditor's authorized agent. I am the trustee, or the Debtor, or their l am a guarantor, surety, indorser, or other (Attach copy of power of attorney, if any) authorized agent. (See Bankruptcy Rule 3004) codebtor. (See Bankruptcy Rule 3005) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Hause Print Name: Title: AHOKNE laiman (Signatus (Date) Company: BeKASTEIN - BURKIEY. Address and telephone number (if different from notice address above): Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarity by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: Sound Shore Medical of Westchester, et al., c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. IF BY HAND OR OVERNIGHT COURIER: Sound Shore Medical of Westchester, et al., c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME) THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

AUSEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS. below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

Claim Pursuant to 11 U.S.C. § 503 (b)(9):

If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

8. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In Re:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,
Debtors.

Bankruptcy No. 13-22840 (RDD)

Chapter 11

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM FILED BY BECKMAN COULTER, INC.

This claim is filed on behalf of Beckman Coulter, Inc. ("Beckman"), which arises from the Debtor's failure to pay certain invoices due and owing from September 18, 2012 through May 24, 2013. As of the May 29, 2013 ("Filing Date"), Beckman was owed a total of \$253,913.23 for pre-petition goods and services pursuant to certain equipment lease and reagent agreements.

This claims includes an administrative claim pursuant to 11 U.S.C. § 503(b)(9) arises from goods received by the Debtor in the ordinary course of business within the twenty-day period immediately preceding the Filing Date. Beckman's administrative claim against the Debtor under § 503(b)(9) of the Bankruptcy Code totals \$6,500.80. A true and correct copy of the Pre-Petition Statement of Account, including copies of invoices, is attached hereto as Exhibit "A".

*Beckman reserves the right to amend, modify, supplement, or withdraw its claim including, but not limited to, rejection of Beckman's contracts.

BERNSTEIN-BURKLEY, P.C.

By:

Jodi L. Hause, Esq. Pa. Id. No. 90625 2200 Gulf Tower Pittsburgh, PA 15219 jhause@bernsteinlaw.com Phone: (412) 456-8102

Date: September 13, 2013 Counsel for Beckman Coulter, Inc.

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number include: Sound Shore Health System, Inc. (1398), Sound Shore Medical Center of Westchester (0117), The Mount Vernon Hospital, Inc. (0115), Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center (0781), NRHMC Services Corporation (9137), The M.V.H. Corporation (1514), and New Rochelle Sound Shore Housing, LLC (0117). There are certain additional affiliates of the Debtors who are not debtors and have not sought relief under Chapter 11.

EXHIBIT "A"

Exhibit

250 S. Kraemer Blvd. Mail Stop E2.SE.02 Brea, CA 92821 Tel: 800-526-3821
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Sound Shore Medical Center - Account #4043 - Pre-petition by Contract

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Contract #	23878US	23878US	23878US	23878US	23878US	23878US	23878US	23878US	23878US	23878US	23878US	23878US	23878US			30784US		32608US																
Transaction Date	24-Jan-13	28~Jan-13	29-Jan-13	24-Feb-13	6-Mar-13	24-Mar-13	2-Apr-13	3-Apr-13	3-Apr-13	24-Apr-13	2-May-13	3-May-13	24-May-13			23-Nov-12	23-Dec-12	23-Jan-13	23-Feb-13	23-Mar-13	23-Apr-13	23-May-13		3-Jan-13	11-Feb-13	11-Feb-13	6-Mar-13	7-Mar-13	8-Mar-13	1-Apr-13	2-Apr-13	16-Apr-13	2-May-13	6-May-13
Remaining Amount	6,098.12	3,365.81	216.48	6,098.12	4,689.54	6,098.12	59.36	85.27	4.893.87	6,098.12	1,424.68	2,794.68	6,098.12	\$48,020.29		402.68	402.68	402.68	402.68	402.68	402.68	402.68	\$2,818.76	4,050.10	4,834.66	377.25	331.85	7,666.86	37.75	489.55	7,504.54	780.52	9,793.51	857.59
	6,098.12	3,365.81	216.48	6,098.12	4,689.54	6,098.12	59.36	85.27	4,893.87	6,098.12	1,424.68	2,794.68	6,098.12			402.68	402.68	402.68	402.68	402.68	402.68	402.68		4,050.10	4,834.66	377.25	331.85	7,666.86	37.75	489.55	7,504.54	780.52	9,793.51	857.59
Purchase Order	NR147765	SO# 6349	SO# 6349	NR147765	SO6349	NR147765	SO# 6349	SO# 6349	SO# 6349	NR147765	SO# 6349	SO# 6349	NR147765			NR147764		SO6348																
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Transaction	5286762	103311244	103312749	5288770	103373590	5290689	103416555	103419616	103420274	5292626	103466696	103468651	5294581			5282543	5284683	5286687	5288726	5290647	5292594	5294496		103270148	103334622	103334304	103373307	103375531	103376816	103414639	103416206	103439084	103466423	103469672
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\$36,724.18	7,466.34	26.01	3,379,55	17,245,67	13.555.35	7.466.34	12,807.73	632.26	190	11.047.88	7.466.34	190	22.05	196.5	14,243.82	7,466.34	2,513.57	42.72	455.74	15,305.29	7,466.34	\$129,185.84		3,100.33	3,100.33	1,982.22	227.97	22.23	278.96	3,100.33	476.27	3,100.33	1,982.22	476.27	227.97	44.46	148.26	3,100.33	98.84	357.61	69.5	49.42	00 001 0
	7,466.34	26.01	3,379.55	17,245.67	13,555,35	7,466.34	12,807.73	632.26	190	11.047.88	7,466.34	190	22.05	196.5	14,243.82	7,466.34	2,513.57	42.72	455.74	15,305.29	7,466.34			3,100.33	3,100.33	1,982.22	227.97	22.23	278.96	3,100.33	476.27	3,100.33	1,982.22	476.27	227.97	44.46	148.26	3,100.33	98.84	357.61	69.5	49.42	2 100 22
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IRES INTERNATIONAL, INC 917Z Elon Avenus, Chelbworth, CA B1311-5874 Phone; (819) 706-1244 Fax. (B18) 700-981 Web Silk: www.pribts.com Federal ID. 549-2579751

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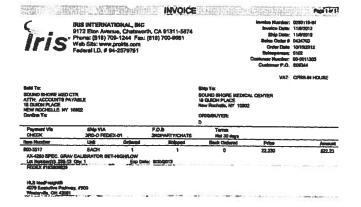
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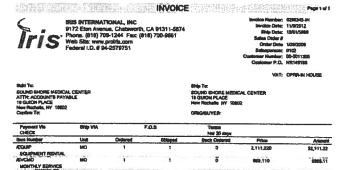


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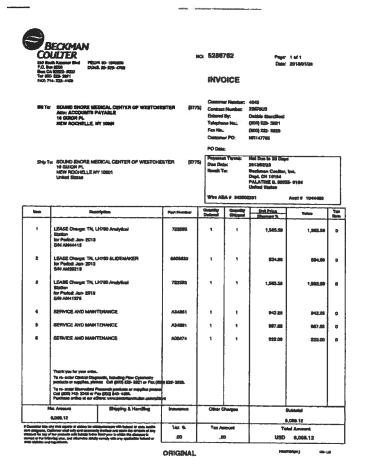
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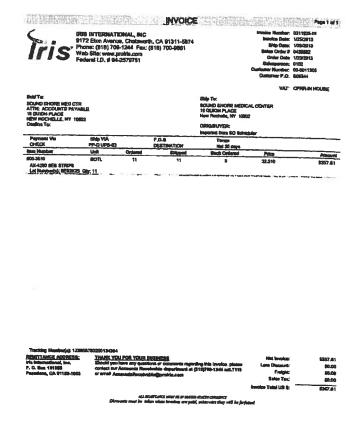
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IRIS INTERNATIONAL, INC.
8172 Clan Averus, Chebworth, CA 91211-3674
Phone: (619) TUD-1244 Fac, (818) 700-9061
Web Site: www.proth.com
Fedoral LD. 5 94-2579751

TO PLUFAL REQUISITED QUANTITIES ON PO SOCIAL

Page: 1 of 1 Date: 2013/01 INVOICE SOUND SHORE MEDICAL OF 16 GUIGNI PL NEW ROCHELLE, MY 10801 SOUND SHORE MEDICAL O 16 GUICH PL NEW ROCHELLE NY 10801 United States

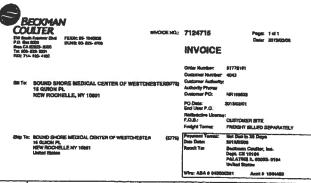
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BECKMAN COULTER 200 Fouth Engange blod 5 P.O. Box 2009 Non CO. SEEDS - 2009 No. CO. SEEDS - 2009 No. CO. SEEDS - 2009 INVOICE

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21	ACCESE ACCUTHE CALS 80-85 Let No. 228312 Expley Date 2013-11-20	33345	2	2	86.00	170.00	
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2.1	ACCESS HYBRITECH PEA AST KIT (2008) Let No. 20041 Euphy Date 2013-10-31	37200	2	R	250,00	504.00	
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BECKMAN COULTER MYOICE NO.: 103334622 INVOICE

SOUND SHORE MEDICAL CENTER OF WESTCH ATTH: ALAH JOHES 16 GUION PL NEW ROCHELLS, NY 10801

PO Date: End User P.O.; Redinactive Lice F.O.B.:

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	Brisped Vis: PEDEX (US) PRICHTLY OVERNIGHT 10:30 AM World No: 952185477482						
6.1	ACCESS T- UPTAICE 2010 DET	23830	,	,	30.00	80.40	
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6.1	ACCESS FYE CALE SC-95 Let No. 289916 Expry Date 2013- 05- 27	A13430	۱ ،	,	84,80	94.80	
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7.1	ACCESS TOTAL 6-HC0 2000 DET Lot No. 270 NO. Exply Date 2012-10-21	23500	4	•	06.00	204.00	D
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6.1	ACCESS HYPERSENSITIVE HTSH 2000 DE Lot No. 229190 Engity Onto 2013- 11- 30	83880	6	6	99.00	540,00	0
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	Contract 32908US						
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9.1	ACCERS HT8H CALIBRATORS Let No. 225883 Exply Date 2018-10-81	20025	,	1	94.50	94,80	
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Page: 3 of 4 Oute: 2018/03/11

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10.1	ACCESS 812 2 X 58 05T Let No. 228217 Exply Date 2013-11-20	23000	4	4	65.00	290.00	
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11.3	ACCESS 512 CALS Let No. 220561 Expty Data 2015-10-31	23000	,	١,	84.80	84.50	
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12.1	Access Foliate 2x58 Determination Lat No. 270168 Eaply Date 2013-08-20	A00032	4	4	65.00	200.00	
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	Corpract 33908US					l i	ì
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12.1	ACCESS FEMILIAN EX 50 CET Lot No. 270186 Equity Date 2013-00-30	83020	4	4	85.00	280.00	
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	Contract: 32008US					! '	ŀ
	Shipped Ver: PEDEX (US) PRIOFETY OVERBOOKT 10:30 AM Waybill No: 832185477482						
14.1	ADDERS PTH Collectors, 80-86 Let No. 200730 Exply Date 2013-05-15	A16053	1	١ أ	85.00	85.00	

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13-22840-rdd Doc 518-3 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Pre-Petition Claim Pg 20 of 41

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BECKMAN COULTER

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INVOICE

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98 Te: 8-CURID SHORE MEDICAL CENTER OF WESTCHESTERWITH ATTH: ALAM JORDS 69 OUTON PL. HEW POCHELLE, NY 19801 Order Humber 51777144
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13-22840-rdd Doc 518-3 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Pre-Petition Claim Pg 21 of 41

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BECKMAN COULTER

Sound Shore Medical Center of W Attn: Laboratory Alan Jones 16 Guon Pl. New Rochells, NY 10801

SIND TO: BOUND SHORE MEDICAL CENTER OF WESTCHESTER 10 QUICH PL. NEW HOCHELLE MY 18801 LINING SIBBIS AIN: HEMATOLOGY LABORATORY ALAN JONES

LATRON (LATED) CONTROL NOT Lot No. 107365F Expity Data 2013-12-09 Freight Tomps, DO NOT ADD FREIGHT Contract 23676US



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BIVOICE NO.: 103312749

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Page: 1 of 2 Date: 2015/01/29

WOICE NO. 103312749 Page: 2 of 2 Date: 2013/01/25 INVOICE

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SOUND SHOPE MEDICAL CENTER OF ATTH: LABORATORY ALAN JONES 14 CURION PL NEW ROCHELLE, NY 19801

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BECKMAN Page. 1 of 1 Date: 2013800 INVOICE PO Data

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1 LEASE Ch DesgloFill for Parlock SNI ACOSC	Feb-2013	378077	1	1	402.66	400.83	0
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_	Date	-	Part Humber	200	=	Unit Prive	Vita	TE
1	LEASE Charge: TH, Li Station for Potasi: Feb- 2013 EM (Alee4419	H7ftts Analysical	723546	,	1	1,505.50	1,585,50	۰
2	LEASE Charge: TN, L for Pariod: Peb-2013 GM ANSS218	H790 SLIDEMAKER	9905633	1	1	834.00	834 08	۰
•	LEASE Charge TN, L Station for People Feb 2013 SM AM41378	N780 Analytical	72858	1	1	1,205,50	1,005.50	٠
•	SERVICE AND MAIN	TEMMCÉ	A34001	1	1	940.20	942.29	٥
•	SERVICE AND MARK	TENANCE	A34891	1	١,	867.68	967-50	0
•	SERVICE AND MAIN	ENANCE	A00474	3	1	222.00	223.00	٥
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Tel: 800	160-3021 - 123-4100		INVOICE			
(this Tex	Sound Enorse Medical Center of Westche Atm. Associate Popule 18 Guice P. REW MOCKELLE, NY 19801	STER (1775)	Customer Number: Contrast Number: Entered By: Telephone No.: Fax No Customer PQ:	4043 46066US Dehile GlandBord (800) 828-2621 (800) 828-2628 NR166630		
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3	LEASE Charge: AC AHALYZER for Period: Nor- 201 884 507061	CEES 2 BOALHOARSAY 3	8160001	1	1	979.83	979.63	٥
4	SERVICE AND MA	NTENANCE	A90264	1	١,	977.40	977.40	•
8	SERVICE AND MA	NTENANCE	ASIDREL	١,	1	877.46	877.40	
4	SERVICE MED MA	NTENANCE	A00102	,	1	742,47	742,47	•
	To so-order Chamber Call (1903) PGS-2344 o	ngerantis, fectoring Plans Cylopensky Innoce: Cold (1995) 8287-38271 or Fac (190 I Plansacci products or paradias albama	0 535- 3636°					
	let Amount	Shipping & Handling	Militario	Other C	Norgan	8	أواطناه	
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-	Tax	ATTN: ALAH 18 GURON P		HESTER(S78)	Customer Number Customer Authority; Authority Phones: Customer PC: PO Date: End User P.O.	51493795 4043 NR1488533 Z01348861	
to-	lp Tox	SOUND SHOP CHEMISTRY 10 GUION PL NEW POC-GE LIVING STATE ARY, CHEMIS			Freight Toeres. Preymost Yerres: Due Date: Result Te:	SHEP POINT DO NOT ADD FREIGHT Mit Day is 30 Days ST 164/05 Shickman Cauther, Inn. Dept. CH 10164 PALATHE II. 68605-0164 United Street]
	_				Wire: ABA 9 64200		

- Design	Description	Port Humber	Ordered	===	Discours S.	Velige	To Res
1.1	Albumin, R1 4 x 20 mL Lat No. 3000 Elephy Date 2014-05-01	O5H#102	*		0.00	0.00	,
	Freight Ferner DO HOT ADD FREIGHT		l				
	Contest: 48095US Shipped Vis. FEDEX (US) PRIORITY OVERVISHT 10:30 AM Visybil No. 64879318711						
2.1	Celolum American, Rf 4 x 16 mL, Let No. 3981 Exply Date 2015-05-01	OSP80117	١ ،	4	9.00	0.60	
	Freight Tenne: DO NOT ADD FREIGHT	l					
	Contract; 48089US				l [ı
	Shipped Vis. PEDEX (US) PRICINITY CYSTMIGHT 10:30 AM Wayell No. 6-0878317086						
4.1	Bicastonate, 4 s 25 ml. Let No. 5700 Exply Date 2015-11-01	O6Ae137	•		8.00	0.40	١,
	Freight Terms: DO NOT ADD FREIGHT		1				
	Contract: 48086US		l	l			
	Shipped Vis.: FEDEX (US) PRICINITY OVERMIGHT 10:30 AM Wayfill No. \$46578317086						
41	CK (NAC), R1-1 4222 ml., R1-2 4u4 ml., R2 4u6 ml. Lot No. 3669 Espiry Date 2014-04-01	0878176	3	3	0.00	9.00	1
	Freight Yearse, DO NOT ADD FREIGHT	l		1	ı I		
	Contract 46065US						

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(final)	Description	Partitionshor	-	Character	Channel %	Volum	
	Shipped Viz: FEDEX (US) PRIORITY OVERSIGHT 10:30 AM Waysii No: \$46578317085						
7.1	HDL- Crolestonic, R1 4430 mt., R2 4x10 ntl. Let No. 3734 Exply Date 2014-09-01	DERetes	4	٠	6.00	alls	۰
	Freight Teams: DO NOT ADD PRESCHT		l				
	Contract: 46006U3		l				
	Shipped Vis: FIEDEX (US) PRODRITY OVERNIGHT 10:30 AM WayMI No: \$46578317088						
8.1	Inorganis Phosphorous, R1 4x15 mL, Fiz Artisoni. Lot No. 4106 Enploy Date 2014-19-01	OS Retizz	4	•	0.80	0.00	۰
	Freight Teams: DO NOT ADD FREIGHT		ĺ				
	Contract: 46065i/8	1				!	
	Shipped Vie: FEDEX (US) PRIDRITY OVERHIGHT 10:30 AM Weylet No: \$46076317068						
8.1	Lipades, Pil 4x30 res., 4xi,ye, Fi2 4x10 mil. 2xCellarator Lot No. 4029 Expiry Date 2014-09-01	OER6230	4	٠	9.00	0.00	٥
	Freight Terres: DO NOT ADD FREIGHT			!			
	Contract 4806SUS						
	Shipped Vis: FEDISX (US) PRIGRITY OVERHIGHT 10:20 AM Wayke No: \$46576917085						
15.8	Total-Protein, R1 4x25 ml., R2 4x25 ml.	0370132	4	4	0.00	0.00	
	Lol No. 8809 Explay Date 2014-05-01						
	Freight Tearnic DO NOT ADD FREIGHT						
	Contract: 46085129			l i			
	Shipped Vic: FEDEX (US) PRICRITY OVERNIGHT 10:30 AM Wayhii No: \$40570317088						

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BECKMAN COULTER MVCICE NO.: 103373582 INVOICE

SOUND SHORE MEDICAL O ATTH: ALAN JONES 16 GUICH PL HEW ROCHELLE, NY 19801

	Description	Port Hembur	Ordand	-	Chapter 15	Value	Tags (Facility
12.1	Yrighposide, Ri 4 x 20 mt., R2 4 x 8	C03760118	4	4	6.60	0.00	0
	Let No. 4038 Exply Date 2014- 07- 01						
	Freight Terres: DO NOT ADD FREIGHT						
	Corescu: 46085US		1		i I	j	
	Shipped Vo: FEDEX (US) PRIORITY OVERHIGHT 10:30 AM Wayhii No: 548570317085						
13.1	Unic Acid, R1 4x 12 mL, R2 4x 5 mL, Lot No. 4037 Engley Code 2013- 12- 01	DB/R0000		•	0.00	0.00	a
	Freight Terroic DO NOT ADD FREIGHT			i I	I I		
14.1 HRU C C S 11 N W C C S 1 N W C C C S 1 N W C C C S 1 N W C C C S 1 N W C C C C S 1 N W C C C C C C C C C C C C C C C C C C	Coreset 40005UB						
	Shipped Vis: FEDEX (US) PRIORITY OVERBRIGHT 10:39 AM Wayte No: 648378317055						
f4.1	MaA1a, R1 S218 ml., R2 3x18 ml., HbT R1 2x37,5 ml. Lx1 No. 4x30 Exply Outs 2014-43-21	CIERB193	2	,	0.00	0.00	0
	Freight Teams: DO NOT ADD FREIGHT				1		
	Contract: 4808SUB	i			1		
	Bripped Vis: FEDEX (LIS) PRIORITY OV6706CHT 10:20 AM Wraydii No: 546576317085						
16,1	Herregistrin Constants, 2 x 260 ml. Lot No. 3018: Exply Date 2014-01-01	0;9R0004	2	2	6.00	6.00	
	Freight Terres: DO NOT ADD FREIGHT	ì					
	Contract: 46066US		i .				
	Shipped Via: FEDEX (US) PRIORITY OVERHIGHT 10:39 AM WayMI No: 546578017886						
17.1	ANGEONIA, 2 x 10ml, 5, 7 x 3ml. CALESPATOR	OSR61156	4	4	0.00	0.00	٥
	Lat No. 294302 Explry Date 8014-09-30	l	l		1		
	Freight Terms: DO NOT ADD FREIGHT	l	I	į.			

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INVOICE NO. 103373562 INVOICE

SOUND SHORE MEDICAL C ATTN: ALAN JONES 16 GUION PL NEW ROCHELLE, NY 10861

Num	Constitution	Pers Plumber	Ordered	Country	Unit Print	Volue	Ties
	Contract 4606SUS Stipped Vis: FEDEX (US) PRIORITY OVERHIGHT 1030 AM Wayelli No: 646ST631706S						
19,7	PHENOBARBITAL READENT IOT, EMIT 9000,F1 2 RE1ML RE 2021ML Lot No. 1230 Exply Date 2014-31-31	OSR40229	t	*	2.00	¢m	•
	Freight Terms: DO NOT ADD FREIGHT	l .					}
	Contract 46065US	ĺ		1			1
	Shipped Vis: FEDEX (US) PROPRTY CIVERNICATT 10:30 AM Wily48 No: 848370317008						
20.1	THEOPHYLLINE, EMIT 2000, EMIT 2000, Pt 2023ML, PS 2X13ML Lai No. 1315 Eleky Date 2014-04-39	08R4P129	2	2	8.60	0.00	
	Friight Toron: DO NOT ADD FREIGHT	1					1
	Contract: 4808SUS	l .	!				
	Shipped Via: FEDEX (US) PRIORETY OVERBROAT 10:30 AM Waydii Nix: 546576317065						
21,1	VALPROIC ACID REAGENT IOT, EMIT 2000, R1 27371ML, R2 2017ML Ltd No. 1340 Septy Date 2014- 07-31	GSR4G230	ż	2	0,60	6.00	٠
	Freight Terms: DO NOT ADD FREIGHT	l	i		1		
	Contract: 40065UB	l .					
	Shipped Vis: FEDEX (US) PROPRTY OVERVIORT 10:50 AM Weyed No: \$46678317085		ŀ				
22,1	VANCOBIVGIN, EAST 2000,FH 2x32x41, FIZ 2x16x41. Lat No. 1323 Exply Date 2013-12-31	OSR4NIZ29	2	2	0.00	0.06	۰
	Freight Teams: DO NOT ADD PREIGHT	I					i
	Contract 48005US						l

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Description	Description	ParkHambur	Greently		Und Print Cincons %	Volum	Tu
	Stapped Vis: FEDIEX (US) PRIORITY OVERHIGHT 10:30 AM						-
	Wayon No: 846578317085		ĺ	İ			
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23.1	ETHANOL, EMIT 11, PH EXERNA, RE 8x14	OSPANCES	۱ ،		0.00	0.00	١.
	tri Lot No. 1334 Esphy Dale 2014- ct- 31		l				"
	Freight Terms: DO NOT ADD FREIGHT		l				
	Contract: 46000L/S		l	i i			
	Shipped Var: PEDEK (US) PRIORITY OVERHOOM! 10:30 AM Wayne No. 640576317085						
26.1	AMPHETANSNEAGETH PIEAGENT Lat No. 1318 Exply Date 2015-10-31 Lat No. 1346 Exply Date 2014-(1)-31	OBRECES	2	2	0.00	0.00	
	Freight Terris: DO NOT ADD FREIGHT	1					
	Context: 4908SUS						
	Shipped Ver: PEDEX (UB) PRIORITY OVERHIGHT 10:30 AM Wayse No: 54667017086						
#5.t	CANNABINORD, EMIT 11, R1 (bigsink, R2 (bx16m).	CGReetzze		8	9,00	0.60	,
	Lot No. 1328 Explry Date 2014- 67- 81	ŀ					
	Freight Terrise DO NOT ADD FREIGHT						
	Contract: 48006UB	[l		i		
	Shipped Via: PEDIEX (US) PRIORITY OVERMIDAY 10:39 AM Wayelii No. 5486783 (7085						
20.1	OPIATES READENT, EMIT 11,R1 Extent., PZ 2x12nl.	OSR#8229		4	0.00	0.00	
	Lot No. 1826 Explay Data (0)14-07-31		l		1		
	Freight Terms: DO NOT ADD FREIGHT Contest: 4004845		l				ì
	Shipped Vis: FEDEX (US) PRIORITY OVERHIGHT				}		
	10:30 Alia Wayalii No: \$46576317085						

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NEW HOCHELLE, NY 19891

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PO Dean: 2018/03/01
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F.O.B.L: SHIP PONT

Num	Depolphys	Part Humber	Contractly Contractly	State of the last	Only Print Discount S	Value	Re
30.1	Serum Protein Skull Collection (Level 1- 5) 1x2 mt. Lut No. 0028E Exply Date 3014-09-01	QQR3621	2	2	9,00	0.00	,
	Freight Terrus DO NOT ADD FREIGHT Contract 40000LB						
	SHOWER VIEW PROCESTY OVERHOUTE 10:30 AM Waysell No: 648678317085						
31.1	ACETAMONOPHEN CALIBRATOR, 1x8.0 xx8., 5x2.0 xx8. Let Ma. E4 Capity Date 2014-06-30	7A408	1	1	9.80	0.00	
	Freight Tenne: DO NOT ADD FREIGHT	1		l i	l 1		
	Coverence: 46065US	l	l i				
	Shipped Vie. FEDEX (US) PRIORITY CVERMONT 10:30 AM Waybii No: 548678317086						
82. 1	SALICYLATE CALIBRATOR, 116.0 mL, 516.0 et. Let No. E3 Exply Date 8014-64-10	76:00	R	2	6.69	6.00	
	Freight Terres: DO NOT ADD PREISHT						
	Contract 46065UB						ľ
	Shipped Vis: PEDEX (US) PRIGHTY OVERHIGHT 10:30 AM Wayidi No: 540570317005						
39.1	ENGT 2000 VALPROIC ACID GALBIR Let No. 64 Espty Date 2014-07-31	40108	3		9.89	0.00	
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BECKMAN COULTER 150 Bars (Values In 1974) 170 Bars (Values In 1974) 171 Bars (Values In 1974) 171 Bars (Values In 1974) 171 Bars (Values In 1974) 171 Bars (Values In 1974) IMPICE NO.: 163375531 INVOICE

SOUND SHORE MEDICAL CENTER OF WESTCHESTER ATTH ALAN JONES TE GARON P. NEW ROCHELLE, NY 10801

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HVOICE NO: 103375531 Page: 3 of 5 Date: 2013/03/ INVOICE

Sound shore medical center of westchests Attr: Alan Jores 15 Guidon P. New Rochelle, NY 19801

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BECKMAN COULTER

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INVOICE BOURD SHORE MEDICAL CENTER OF WESTCHESTERS 16 BUSON PL NEW ROCHELLE, NY 10801

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1775 Evin Avenue, Chatsworth, CA 91311-6574

1775 Phone; (918) 709-1244 Fax: (818) 700-6981

Web Site: www.potris.com
Federal ID. 964-2578751

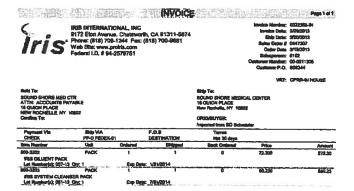
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IRUS INTERNATIONAL, INC.



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MVOICE INVOICE IN THE PROPERTY OF THE PROPERTY IRBS BYTERMATIONAL, BIC 9172 Elon Avenue. Chalworth, CA 91311-5874
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2,1	FP, LH SERIES PAK Lot No. 110886K Popley Coto 2013-05-30	8647195		6	197.50	(07.80	
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3.1	FP, LH SERIES PETIC PAK Lot No. 57094K Explay Onto 2013- 11-26	6547196	١.		180.88	900.02	
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8,1	LATRON (LATEIG CONTROL SQT Let No. 107363F Employ Onco 2014-01-27	7848914	2		194,07	309.14	

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7.1	SC CELL CONTROL TRUE, UR, SIZ, LRG	7847116	٠.		179.88	700.50	
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0.1	RETIC- C CONTROL RIT (BIGLANAL) Lot No. 1131633K. Etylly Date 2013-04-26	7647125	а	3	125,44	279.32	
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9.1	THERMALTRANSFER LABEL ROLL Loi No. 130102001 Exply Date 2013-12-15	8016733		1	24.39	24.23	
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3. 1	GENTANCH REAGENT, EXIT 2000,Ft 2 X28HL_R2 2X15ML Lot No. 1309 Solly Date 2014-19-31	Q8Px17229			6.00	0.00
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4.1	PHENYTOIN REAGENT IOT, EMIT 2000, R1 2021ML, R2 2X16ML	DSR4A828		٠,	0.00	0.00
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8.1	SALICYLATE, EMIT 2000,P1 2x32mL, PIZ 2x16mL	DSRF8228		3	9,00	9.00	
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6.1	THEOPHYLLINE, EMIT 2000, PMIT 2000,FH 2022MA, FR2 2013MA, Lat No. 1315 Expiry Date 2014-04-30	OGR4P229	3	э	8.60	0.00	۰
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7,1	VALPROIC ACID REAGENT NT, EMIT 2000,RT 2031Ma, PX 2017Ma Lot No. 1340 Exphy Date 2014-07-31	06740229	a	5	0.80	0.00	0
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8.1	VANDOMYCIN, EMIT 2000,R1 2,x5mil., R2 2x16mil. Let No. 1344 Expty Dain 2014-91-31	OGRAWZZE	4	4	0.00	0.06	۰
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9.1	ACETAMMOPHEN CALIBRATOR, 1x8,0 cml., 8x2,0 ml. Lot No. E4 Booky Date 2015-05-30	78408	т	. 1	8.00	0.00	0
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INVOICE NO.: 103416206 INVOICE SOURD SHORE MEDICAL O ATTR ALAN JONES 16 GUICH PL NEW ROCHELLE, NY 16801 SOUND SHORE MEDICAL C CHEMISTRY IN GUIDN PL NEW ROCHELLE MY 18001 United States Ain: CHEMISTRY LAB

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1.1	ACCESS ACCUTHI SISSO DET Lin No. 231032 Exply Date 2013-56-37	22340	12	12	107.48	2,330.04	
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R.f	AGCESS HYBRITECH PSA 7637 HT (2000 Lot No. 227779 Exply Deta 2013-11-30	27800	4	•	200.87	1,042,88	0
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\$1	ACCESS T- UPTAKE 2000 DET Lot No. 224072 Epphy Date 2014-09-30	33610		2	21,00	82,04	
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	Contract: 32900US	1					
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0.1	ACCERS FREE T4, 2000 DET Lot No. 220020 Exply Date 2015-01-31	33000	•		101.33	407.86	
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7.1	ACCERS FT3 ASRAY, 2 % 80 DET ACCERS SAPPROVED FT3 ASSAY Lot No. 270178 Explay Date 2015-11-30	A19482		2	105.47	210,84	
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	Contract: \$2608US	1			i !		ı
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91	ACCESS TOTAL 8-HOS 2030 DET Lot No. 229491 Emply Date 2013-12-21	29900			80.34	648.02	
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9.1	ACCESS TOTAL 8- HOS CALS Lot No. 222013 Expiry Date 2014-08-20	31906	,	1	85.60	96.63	
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10.1	ADDESS HTSH CALIBRATORS Lot No. 223653 Entry Dess 2013-10-31	8362d	10	10	85,60	688.60	
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80 UND SHORE MEDICAL CENTER OF WESTCHESTE ATTH: ALAN JONES.
18 GIOON PL.
NEW ROCKELLE, NY 16801

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	Wayodi No: 790808870412483		1				
11 1	ACCESS 612 2 X 60 DET Lot No. 229864 Exply Date 2014-01-31	39000		5	67.21	208,08	١,
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	Contract 32808US						ı
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12.1	ADCEES 812 CALS Lot No 228561 Explay Data 2013-16-51	\$3006	,	1	00.49	40.00	١
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	Contract: 32000US						
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13,1	Access Politic 2x50 Determination Lot No 270300 Explin Date 2013-10-31	A86032	5		67.21	338.06	١,
	Freight Terms: PREPAID AND ADD						
	Contract: 82000US				. 1		
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14.1	Access Felate Cultivator SC- BS Lot No. 224830 Expiry Date 2013- 08-01	ARROXS	1	1	65.60	44 00	١
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18,1	ACCESS PERMITTIN 2 X SO DET Let No. 220005 Supiny Outs 2015-12-01	890229	3	,	67.21	801.09	,
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16.1	ACCESS PTH Cultur Lot No. 200741 Expli	sters, 50-85 y Data 2013-08-25	A16853	2	2	6740	176.76	1
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.,	Lot No. \$10851F Exply Date 2014-03-19	8047194	847	80	23.10	1,158.00	0
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a. 1	PP, LH SERIES RETIC PAR Lot No. 57100K Emily Data 2013- 11- 27	6547100	3	,	180.88	402,84	
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4.1	LM Seeles Cleaner, 10). Lot No. 33221SF Exploy Date 2014-03-05	721543	•	•	43.85	281.90	
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0.1	LATRON PRIMER BOLUTION (07 Lot No. 187488F Eugly Date 2014-03-14	7648015	5	2	62,97	85.94	
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71	SC CELL CONTROL, TRUELIS, SEE, LING. HEMA Lot No. 1002346K Euphy Date 2013-05-18	7547116	•	•	170,30	705.82	
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8.1	RETIC- C CONTROL KIT (MSLSSEL) Lot No. 1131638K Exply Date 2013-06-18	7547126	2	3	125,44	270.22	۰
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TO THE PARTY OF TH IRIS INTERNATIONAL, INC.

9172 Etin Avenue, Chatsworth, CA 91311-6874

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INVOICE NO. 103445247 Page: 2 of 2 Date: 2013/04/18 INVOICE

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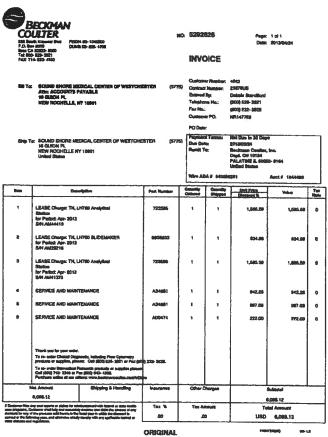
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SOUND SHORE MEDICAL II AND AMOUNTS Payable 16 OUION PL MEW ROCHELLE, NY 10861

To GOUND SHORE MEDICAL CENTER OF WESTO TO GUTON PL NEW POCKELLE NY 10801 United States

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BECKMAN COULTER Page: 1 of 6 Date: 2013/06/ INVOICE

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6,1	ACCESS FREE T4, 2030 DET Lot No. 230634 Exply Date 2015-02-28	23800		•	101.23	810,64	
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7.1	ACCESS FREE T4 CALS ep- 55 Lot No. 228710 - Expiry Date 2013- 12- 31	23486	2	2	05.00	132.36	
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4.1	ACCESS FTS ASSAY, 2 X 60 DET ACCESS MIPHOVED FTS ASSAY Lot No. 2003SE Exply Date 2014-01-31	A13422	4	4	108.47	421.69	
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9 1	ACCESS F73 CALS S0- 88 Lot No. 200000 Etody Date 2013- 11- 18	A13630	١,	,	10.49	00.00	

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BECOMAN COULTER OVOICE NO. 103466423 Page: 3 of 6 Date: 2013/05 INVOICE SOUND SHORE MEDICAL CENTER OF WESTCHESTE ATTH: ALAN JONES 18 GUION PL NEW ROCKELLE, NY 19881 PO Date: End User P.O.

Part Number County County Util Print Orders Chapped Chapped S Tolgia Torris: PREPAID AND ADD Contract 32006US Shipped Vin: FEDEX (US) PROPETY OVE 10:30 AM Waydii No: 646676507033 ACCESS TOTAL B-HOS SISSORET Let No. 228461 Exply Date 2018- 12-31 **65.24** 565.00 Freight Tenne: PREPAID AND ADD Contract 3200848 Contract: 22800408 Shipped Viet PEDEX (US) PRICERTY 10:30 AM Washii No: 546678007032 ACCESS TOTAL 8-HOS CALS Lot No. 223/13 Exply Date 2014-08-30 Freight Territ: PREPAID AND AND Contract 20060818 Shipped Vis: FEDIX (US) PRIORITY OVERA 10:30 AM 03,60 66.00 ACCERS B12 2 X 60 DEY Lot No. 291034 Eighty Dest 2014-03-31 Friight Timmer PREPAID AND ADD Content: 2009US Bhipped Visc PEDIEX (US) PRIORETY CAVEN 10:30 AM Waysel No. 546578897033 13.1 87.21 . \$36,08 Across Prices 2:00 Consensination Lot No. 230005 Expiry Class 2014-01-31 Freight Tearns: PREPAID AND ADD Contract 2:000UB Shipped Vis: FEDEX (US) PRICETY CAS 10:20 AM Access Foliate Collector S0-83 Let No. 230-112 Engley Date 2013-07-28 68,69

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Page: 5 of 6 Date: 2018/05/02

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Pager 1 of 9 Date: 8013/05 INVOICE SOURD SHORE MEDICAL CO ATTN: ALAN JONES 16 GUSON PL NEW ROCKELLE, NY 19801

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8.1	Olivet Billrubin, R1 4x8 mt., R2 4x8 mt. Lot No. 4338 Emiry Date 2014- 63- 01	OSR6111	4	١	000	6.00
	Freight Terring DO NOT ADD FREIGHT	1				
	Contract 48065US) 1	
	Shipped Vis: FEDEX (US) PRIDRITY OVERHIGHT 10:30 AM Weyliff Ho: 649676904890					
L 1	Cololum Argensiae, P1 4 x 15 mil. Let No. 4275 Elephy Date 2015-96-91	OSP80117	2	1	6.40	9.00
	Freight Terror: DO NOT ADD FREIGHT				1	
	Corestat: 48005US	1				
	SPIDDOM VIA: FEDEX (US) PROPRTY CYEPHOCHT 10:30 AM Wayalii No. 548570804880					
6.1	Bitorbenete, 4 x 25 mj. Lat No. 4161 Expiry Clate 2014-03-01	OSR6137	10	10	1.00	8.00
	Freight Terres: DO NOT ADD FREIGHT			l		
	Contract 48085US					
			1	ĺ		

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SOUND SHORE MEDICAL CENTER OF WEST ATTH: ALAN JONES 16 GUION PL NEW ROCKELLE, NY 10801

INVOICE

-	- Commission	Post Humber	Orthopad	Ellegani	(Minerapit), %	Video	
	Shipped Vis: FEDEX (US) PROPETY OVERSIGHT 10:30 AM Waybii No: 548578804890						
0,1	CK (MAC), R1-1 4x22 mL, R1-2 4x4 mL, R2 4x4 mL Let No. 4182 Expiry Date 2514- 07-01	OSR0179	4	4	0.00	9.00	
	Freight Torres: DO NOT ADD FREIGHT	ł	,		ļ		1 .
	Contract: 46086US	Į	1	l	ł		1
	Shipped Vac FEDRIX (US) PROPRITY CIVE/ANDCHT 10:30 AM Waydii No: 846678004680						
71	HDL- Chalesterol, R1 4x30 mL, R2 4x10 mL Inc. 4190 Expiry Cete 2014-08-01	OSP8196	١.	4	0,00	0.00	
l	Projekt Terres: DO NOT ADD PRESSHIT	l .	l				i
	Corporat: 40005LIS		l .				ĺ
	Shapped Vis: PEDEX (US) PRIORITY OVERHOLDT 10:59 AM Wayed No: 846570004800						
ā.1	Upass, P1 4x30 mL, 4xLyo, P2 4x10 mL, 2xCellinator Lut No. 4205 Exply Data 2014-08-01	OERNAMO	•	4	5.00	0.00	
	Freight Terms: DO NOT ADD FREIGHT	j					1 1
	Contract: 40005US	i i	1	1			
	Shipped Vis: FEDEX (US) PROFITY OVERBRIGHT 10:30 AM Waysel No: 846578004880						
4.1	Livinary/OSF Protein, R1 4x18 mt., Calibrator 1x3 mt. Let No. 4080 Expiry Date 2014-101-01	OSP6179	•	4	0.00	0.00	۰
	Freight Terms: DO NOT ADD FREIGHT						
	Contract: 48086US						
	Shipped Vis. FEDEX (LIS) PRIORITY OVERNIGHT 1030 AM						

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BIVOICE NO: 103468634 INVOICE Page. 3 of 6 Date: 2013/05/0

-	Description	Part Heater	Contend	Comments of the last of the la	Ugh Priso (Noneum %	Value	Yes
10,1	Limas, FIT 4 x 25 mil., FIZ 4 x 25 mil. Let No. 4254 Exply Date 2014-03-01	OSF10134	4	4	0.00	0.00	۰
	Freight Terres: DO NOT ADD FREIGHT Contest: 40065L/E			}	i		
	Shipped Vis: FEDEX (US) PRIORITY OVERHIGHT 10:30 AM Waysii No: 840370804880						
13.3	AMMONIA, 2 x 10mL & 1 x 3mL CALBRATOR Lot No. 230165 Explry Date 2014-11-30	OSF181164	4	4	0.00	0.00	۰
	Freight Terms; DO NOT ADD FREIGHT						
	Contract 48008U6 Shipped Vis: FEDEX (LIG) PRICHITY OVERNIGHT 10:30 AM Wey48 No: 546570004000						
12.1	DIGICKIN REAGENT KIT, EMIT 2000,R1 EX20ML, R2 2X13ML Lat No. 1341 Exply Date 2014- 08-31	OSR#4229	4	4	0.00	9.00	٥
	Freigh Terre: DO NOT ADD FREIGHT		ŀ				
	Contact: 4808SUS			i			ŀ
	Shipped Vis: FEDEX (US) PROPETY OVERMIGHT 10:20 AM Waydii No: 548578804880						
13,1	GENTAACH REAGENT, EMIT 2000,R1 2 X23ML,F2 2X13ML Lot No. 1360 Engly Date 2015-02-29	OSR4T228	1	•	0.00	8.00	
	Freight Tenne: DO NOT ADD FREIGHT		l .				Ì
	Coreace 46065US			1			
	STANDAM VIN: PEDEX (LIS) PRIORITY OVERHOIGHT 19:39 AM Waydii Nr. 546578004800				1		
14.1	PHEHOBARBITAL REAGENT ICT, ENIT 2000/R1 2 XX1ML R2 2X2 1ML Lat No. 1338 Expliy Date 2014- 02- 25	OSR40229	4	4	0.00	0.00	٠

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h-	Onselpton	Partitionter	Oresity	Oquatby Dispess	Charles 1	Volum	1
	Freight Terrisi: DO NOT ADD FREIGHT Contract: 48085US						۳
	Shipped Var FEDEX (US) PRIORITY OVERHIGHT 10:30 AM Waybit No: \$4657680-6880						
18.1	PHENYTON REAGENT ICT, ENT 2000, R1 2XP146, PS EX1861. Let No. 1507 Exply Date 2016-02-26	OSRUAZZO	2	Æ	4.00	6.60	۱
	Freight Terroit DO NOT ADD FREIGHT	1	1	i l	1 1		ı
	Contract 4808SUS				1 1		
	Shipped Vic FEDEX (US) PRICRITY CVERNIGHT 10:30 AM Waybit No: 846576004630					:	
10.1	BALICYLATE, EMIT 2000,R1 2xd2mi, R2 2x18xs, Let No. 1945 Exply Date 2014-64-30	OBR/5229	2	*	000,6	6.00	١,
	Freight Terror, DO NOT ADD FREIGHT						
	Continue 48085US						
	Stagged Vis: FEDEX (US) FRODRITY OVERHOOFT 10:30 AM Weylid No: S48578604880						
17.1	THEOPHYLLINE, EMIT 2000, EMIT 2000, R1 2023ML, R2 2013ML, Lot No. 1343 Exply Date 2014-17-31	OSF4P228	a	2	4.00	8.00	•
	Freight Termic DO NOT ADD FREIGHT						
	Denimus 46085U8						
	SNipped Vis: FISTEX (LIS) PROMITY OVERNIGHT 10:30 AM Waydii No: 846679804830						
10.1	VALPROIC ACID REAGENT IOT, EMY 2000,R1 203HML, R2 2017ML Lot No. 1349 Exply Date 2014-07-31	QSR4G279	£	*	9.02	6.00	
	Freigh Torror: DO NOT ADD FREIGHT						
	Contract 46005U3			- 1		- 1	
				- 1			
	1		ı I	- 1			

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INVOICE

SOUND SHORE MEDICAL CENTER OF WEST ATTH: ALAN JONES 18 GUION PL NEW ROCKELLE, NY 19891

PO Date: End User P.O.: Paclesothe Lice F.O.B.: Freight Teams:

No.	Description	Part Humber	Orekersel	Chipped	Shift Price Obsessed 'S	Value	Yes
23. 1	BEHZOCIAZEPINE, KMET 11 RJ BuSterl., RZ Zutländ. Lut No. 1231 Explay Guise 2015-02-26	OSRIP229	١ ،	٠	0.00	0.00	0
	Freight Terms: DO NOT ADD PREIGHT						
	Contract: 48085US		}				l
	Shipped Vis: PEDEX (US) PROPRITY OVERRIGHT 18:30 AM Waydill No: 848678864830						
24.1	CANNABINOSD, EMIT 11, R1 2:citeril, R2 2:rtBrsl. Lot No. 1349 Explay Octo 2014-36-31	OSR9H229	2	2	0.00	0.00	ā
	Freight Termit (20 NOT ADD PREIGHT		1				
	Coremat: 46000US						
	Shipped Vis: PEDEX (LIS) FRIGALTY OVERBOAT 10:30 AM Waylill No: 546578804880						
RS. F	COCAME METABOLITE, EMIT 11, R1 2:23/201, R2 3:14/41, Let No. 1332 Exply Date 2014-07-28	OSR9H229	2	2	0.00	6.08	
	Freight Terms: DO NOT ADD FREIGHT					- 1	
	Contract: 48095US						
	Shipped Vis: FEDEX (US) PRIGRITY OVERUGENT 10:30 AM Waydill No: 546578504888						
20.1	METHADONE REAGENT, EMIT 15 R1 8:03 Int., R2 8:15ml. Lai No. 1306 Exply Date 2015-02-26	OSANE228	•	•	6.00	0.40	
	Freight Terner, DO NOT ADD FREIGHT			1	1		
	Contract 48083L/S			. !		- 1	
	Shipped Vis: FEDEX (US) PROPRITY OVERSOOKT 1830 AM Weybill No: 848578004000						
27.1	OPIATES REAGENT, ENIT 11,R1 2:00mL, RZ 2:12mL	OSR28229		4	0.00	0.06	

SOUND SHORE MEDICAL CENTER OF WESTCHESTEL ATTH: ALAN JONES 16 GUION PL NEW ROCHELLE, NY 19801

INVOICE

Digues.	Description	Plat Passing		Country	Unit Pring	Tales	7
	EPApped Via: PEDEX; (JS) PROPETY CIVERSO(HT LC:20 AM Waylill No: 548578004880				Discount %		_
18.1	VANCOMYCIN, EMIT 8000,R1 2;52;46., R2 2;18;46. Let No. 1851 (Euphy Date 2014-40-31	CERNIZE	a	2	0.00	0.00	
	Freight Tenne: DID NOT ADD PREIGHT Contract 48085US						
	Chipped Via: FEDEX (US) PRODRITY CIVERNIQUE 10:30 AM Weybill No: \$48576004880						
20.1	ETHANOL, EMIT 11, R1 2x30ml, RE 2x14	OSRHICE20	•	•	9,00	0.00	
	Lot No. 1955 Exply Date 2014-09-30						
	Freight Terrer DO NOT AND FREIGHT Contract 4606518						
	Contract valuations Shipped Via: PEDEX (US) PRIGRITY OVERHOLIT 10:30 Ald Whight No: \$48678804880						
21.1	AMPHETAMINEMETH REAGENT Let No. 1986 Epply Octo 2014-09-31	OBRSC229	4		0.00	0.00	
	Freight Terrie: DO NOT ADD FREIGHT						
	Contract 48085US						
	Shipped Via: FEDEX (NE) PRIORITY OVERNOOM 10:30 AM Waydill No: 64657000400						
22.1	BARBITURATE, EMIT 11,R1 2x31 ml, R2 Ex15 ml Lot No. 1363 Goolly Date 2015-92-28	O6P90229	•	4	0.00	8.00	
	Freight Terras: DO NOT ADD FREIGHT	l					
	Contract: 48085LIS	!	1		! [
	Shipped Vin: FEDEX (US) PRICIPITY CIVERINGHT 10:30 AM Weyhill No: 646/78804880						

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INVOICE

lm 1« Sound Shore medical center of westchesti attn: Alan Jones 16 Guion Pl New Rochelle, NY 10801

Page 1	Description	Port Phrashus	Country	O-marky 100 marky	Unit Pring	Votes	Tex
	Freight Yerra: DO ROT ADD FREIGHT		-	-	Chamumit %		Reta
	Contract, 4808SUB	l	l		1		
	Shipped Vis. PEDEX (US) PRIDRITY OVERHIGHT	ŀ	l				
	10:30 AM Washill No. SenSymmetry	l	l	1 1	1		
	Wayne Fee Sans/property	ļ	l				i
28.1	PHENCYCLIDINE, EMIT 11 Rt 2:07mL, R2	OSRaizze	١.	١. ١			
	2x13x4L Lot No. 1889 Equity Data 2015-02-28	CONTRACTO	`	'	0.00	0,00	۰
	Freight Terror: DO NOT ADD FREIGHT	1	l	1	i		
	Contract 4808SLIS	l	Į	!			
	Shipped Vis: PEDEX (US) PRIDATTY OVERNIGHT		İ				
	10:30 AM		Ī				
	Way68 No: 54657680-4880			1 1			
25.1	ISE Mid Standard, 4 v 2000 mi.	ALMIDIS		4	0.00	0.00	
	Lot No. 4861 Emply Date 2014-09-01 Freight Terms: DO NOT ADD PRESSAT						-
	Contract 40088US			1			
	Shipped Vis: UPS (JS) GROUND				i 1		
	WayAR No. 125701W80343125301						
30.1	Week Schoon, 8 x 2 L	OSABODI			0.00		
	Let No. 4118 Exply Date 2017-01-01		`	*		0.00	6
	Preight Yearns: DO NOT ADD FREIGHT			1 1			
	Coresect 48005US			1			
	Shipped Ver UPS (US) GROLOGO Wasdin Nor 125R01W00343195591	i .			1	-	
	Authorities 150401ALBERTHER 15000.	!	l i	i I	1		
31,1	MERIL COS STD. 20 MEQA.", 1 x 25 mL	2340-G		l z l	0.00	6.60	
	Lot No. 80169367 Englisy Date 2014-03-31 Freight Teams: DO HOT ADD FREIGHT					-	ľ
	Continue 4008505			} !	1		
	Shipped Vis: UPS (US) GROUND		i 1] !	l l		
	Waysii No. 126R01W80243128601		i I				
32.1	MERIL COS STANDARIO 40 MEGA!, 1 # 25	2340- E					
	rd.	2340-1:	2	*	0,00	0.00	6
	Lat No. 60169390 Enply Date 2014-03-31	l		t l	- 1		

13-22840-rdd Doc 518-3 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Pre-Petition Claim Pg 39 of 41

INVOICE

SCURD SHORE MEDICAL C ATTR: ALAN JONES 16 GUION PL NEW ROCHELLE, MY 10001

Shark	Description	Pert Hamber	Ordered Ordered	Shaper 1	The state of the s	Yahan	ı
	Freight Testres: DO NOT ADD FREIGHT Contract 46066US						r
	Shipped Vis: UPS (US) GACUAD Waylell No: 12979 TW60948185391						l
88,1	URBRE CREATININE CALIBRATOR, 1 X 120ml, Lat Ma, 1111241A Eurly Onto 2014-01-21	DR8091		2	9.00	6.00	
	Freight Terms: DO NOT ADD FREIGHT	i					ı
	Contract 4808/918	1			l I		ı
	Shaped Via: PEDEX (US) PROPRITY OVERVIONT 10:30 AM Weybill No: SQE79804880						
34,1	ALCOHOL REGATIVE CALIBRATOR, 1 a 3	86058	2	*	6.00	9.20	
	Lot No. E3 Explry Cose 2014-19-31			1 .			
	Freight Terms: DO NOT ADD FREIGHT				i		
	Contract 4606SUS		1				
	Shipped Vis: FEDEX (MR) PRIORITY OVERMIDHT 10:50 Alla Weybill No: 148578804800						
30,1	LEVEL 1 CALIBRATOR/CONTROL, ENT 11 PLUS, 1 x 14 mL Lot No. 64 Explay Date 2013- 10-31	1.4629	•		0.00	6.00	
	Freight Terring DO NOT ADD FREIDHT Contract: 4808548						
	BYSDOO VIE: FEDEX (US) PRIORITY OVERBOOHT 10:30 AM Waynib No: \$48578604680						
90.5	LEVEL 3 CALIBRATOR CONTROL, ENT 11 PLIS, 1 x 14 ml. Let No. FT Exply Date 2019-19-31	1/669	4	1	6.00	0.00	
	Freight Terres; DO NOT ADD FREIGHT				1	- 1	
	Contract 46060US						
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INVOICE

SOUND SHORE NEDICAL C ATTN: ALAN JONES 16 GUION PL NEW ROCHELLE, NY 10801

	Deverbillen	Personal	Control	-	Linit Prins	Value	70
	Shipped Vis. PEDIDX (US) PROPETY OVERHIGHT 10:00 AM Wayest No: 645578004080				Channel 5		-
37.1	Serrpio Cup, 2.6mL (ptg of 190)	MU803809		2	129,62	650.04	۱,
	Freight Terms: DO NOT ADD FREIGHT			ľ			1
	Contract: 48085U/S			1	!		ı
	Shipped Me: UPS (US) GROUND Wayed No: 125F01W80345125691						
88.7	PEDIATRIC MISERT CUPS (1999) Lot No. 301428 Emply Dute	81916	tp	18	19.65	190.00	١,
	Freight Terms: DO NOT ADD FREIGHT	i	1				ŀ
	Contract: 32808L/3	1	1				1
	Shipped Vis: UPS (US) GROUND Washill No: 125701W00341120001						
	Thank yes for your order. Phone Orders: 800-689-8821, epidon 1 Fat Orders: 800-693-3829 Paschase orders it our others was beclarayouts	ov.opm/4Stone					
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		Ton %	Tex A	mount		465.74 Ini Amoust	_

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	Contract 46065US	BIT BELLED SEPARATELY						
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nices of	cony and angula of siding for passes. Ordered with fully made	elinijarigungai mija jedynał ar obała demoniały dikalema arch dedor dra mini Jamaio II: Die Robil ygar in valido. O głosowa Oblały sartych with any	Tex %	Tito A	mount	Te	tal Amount	
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1	LEASE Charge: AUG ANALYZER AUGO wi for Purios: May- 8213 8/N 201204 3430	I- 10E, CHEMISTRY IS ISE	B12188	1	,	1,894.77	1,894.77	
2	LEASE Charge: AUM AMALYZER AUMO will for Perfod: May-2013 BAY 2012051408		B12100	,	,	1,891,77	1,884.77	
3	LEASE Charge: ACCE ANALYZER for Puriod: May-2012 SAI 607851	SB 2 HMILHCASSAY	81000N	1	,	876.53	179.30	
4	SERVICE AND MAIN	FEWNCE	A90264	١,	,	877.40	877.40	
\$	SERVICE AND MAIN	TENANCE	A90284	١,	,	877.40	677.40	
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	To 10-order Elementest F Coll (EDIS) 742-2348 or F	mate, ephalog Hor Optorousy on Call (803) 684-3651 or Par (80						
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13-22840-rdd Doc 518-3 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Pre-Petition Claim Pg 40 of 41



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121	ACCESS HYPEREID Lot No. 22221 Expl Proight Torrior PREP. Contract 22508US Shipped Vis. FEDEX Wayles No. 7022067	AID AND ADD	33030	12	15	PIL2H	843.72	۰
	Phone Outure: 600-5 Fax Orders: 800-1	29-3621, aption 1. 103-1026						
P	Thesis yes for your order. Proce Colors: 600-559-5821, option 1. Fox Order: 600-559-5821, option 1. Fox Order: 600-502-3828 Pout house order of our different workschirmscooling Nos Answer Shipping & Handling		Papatance	Other C	tangen,		believed.	
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I Control to	a any contravolute or other two		Yex %	Tex Ac	Nount	To	tal Amount	
COLUMN TO SERVICE SERV	Marie is my y so point. Marie so infinite pay. The		.00	.0	В	USD	057.59	

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THE LESS THE PROPERTY OF THE P BLE DYTERNATIONAL, DIC 9172 Elen Averus, Chalberth, CA 91311-5874

Phone (8) 9170-1246 Fas: (818) 700-4861

Web Site: www.profis.com
Pederal ID. 504-2579731

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BECKMAN COULTER 200 Stuff Learner Steet P.O. She 2005 Stuff Learner Steet P.O. She 2005 Store Steet D. A. 2005 Store P.O. She	INVOICE NO.	103469896 INVOICE	Page: Outer	1 of 2 2013/06/02
BIN THE BOUIND GNORE MEDICAL CENTER OF WESTCH ATTH: ATTH ALAN JONES, BLOGARSI MO LABO 16 GURDON PL NEW ROCHELLE, NY 10801		Customer Humbers Costoner Authority Authority Ptonec Customer PC: PO Dees: End User P.O.: Redisactive Licenses F.O.B.:	BO# 6349 80130542	
SHIP THE BOUND SHOPE MEDICAL CENTER OF WESTCHESTES OF GUIDNIP. HERM PROCHEILE HY 19801 United Bases ABY, ALAH JONES, BLOGREN NO HEMATOLOGY LA	A (1776)	Due Dete: Result Yes	hint due in 45 days 2013/02/15 Becistors Coulter, Days CR 10164 PALATHE IL 6006 United States	-

News.	Develoption	Part Humber	Ordered		Bratani V.	Value	1 2
5,1	LATRON (LATEX) CONTROL RIT Lot No. 107356F Engley Date 2014-03-16	7546814		2	104.67	200.14	٥
	Freight Terres. DO NOT ADD FREIGHT	i			1 1		
	Contract: 23876US]	- 1	
	Shipped Vis: FEDEX (US) GROUND Wayolii No. 134744870048007						
6.1	LATRON PRIMER SOLUTION NOT Lail No. 107481F Explay Date 2016-03-15	7546018	2	2	49,97	85.94	0
	Freight Terms: DO NOT ADD FREIGHT	1					
	Contract: 83979UB	1					
	Shipped Vis: FEDEX (US) GROUND Waybill No: 134744970048007						
7.1	SC CELL CONTROL, TRUE, US, SIR, LING MEMA	7547110	4	4	176.00	708.kg	¢
	Let No. 1002360K Exply Date 2013-05-22	1			i		
	Freight Terms, DO NOT ADD FREIGHT						
	Cortruct: 23879US					l	
	Shipped Vis: FEDEX (US) Overlight (II) Wayddi No: 558528500625	1					
8.1	RETIC- C CONTROL N7 (DOLLANS) Let No. 1181680K. Exply Date 8918-06-21	7847195	3	•	125.44	379.92	
	Freight Terms: DO NOT ADD FREIGHT		i				
	Contract: 29879US	1					
	Shipped Vin: FEDISX (US) Overright (2) Weyld No: 56852800355					-	
6. 1	THERMALTRANSFER LABEL ROLL Lot No. 130121003 Equity Date 2014-01-01	2016733		2	24,38	4.70	

BECKMAN

INVOICE

Sound shore Medical Center of Westche Atth: Atth Alan Jonea, Sludgmin No Labor 18 guion N. New Rochelle, NY 19801

	De	naripriers	Park Hambur	Ordered		Unit Priso Discount %	Yoke	T
	Freight Terres DO N Gartesot 22876LIS	OT ADD FREIGHT				The state of the s		ť
	Shipped Vis.: PEDEX Waysill No: 13474360	(UR) GROUND						ı
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13-22840-rdd Doc 518-3 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Pre-Petition Claim Pg 41 of 41

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Peen	Deer		Peri Number	Onesthy Ondered	Councilly Shipped	Unit Price Discount %	Value	Yes	
1	LEASE Charge. TN, L Station for Pariod: May- 2013 SNI AMM6419		7235RS	1	,	1,568,59	(365.8)	0	
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4	SERVICE AND MAINTENANCE		A34861	,	,	842.29	840.93		
5	GERVICE AND MAINTENANCE		A34981	1	١,	967,88	947.68		
•	SERVICE AND MAIN	FÉILANCE	A00474	1	,	822.00	222.00	•	
	To an order (hampdool) (Cod (1932) 743-3546 or F Purchase addite at our of	Nov wer bedekenneler, engligt							
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EXHIBIT C

Statement of Account and Invoices



SOUND SHORE MEDICAL CENTER OF WESTCHESTER Statement of Account 4043

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Remaining Amount	2,042.45	3,100.33	6,098.12	8,103.32	12,383.39	4,450.44	3,100.33	6,098.12	2,144.11	14,726.12	687.99	3,754.46	7,466.34		55.65	60.01	7.32	3,100.33	6,098.12	7,466.34	90,943.29
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riginal Amou Purchase Order	S06344	NR145168	NR147765	SO6348	NR169533	SO 6349	NR145168	NR147765	SO6348	NR169533	NR169533	SO6349	NR169533		NR169533	NR169533	NR169533	NR145168	NR147765	NR169533	Total
riginal Amou	\$ 2,042.45	\$ 3,100.33	\$ 6,098.12	\$ 8,103.32	\$12,383.39	\$ 4,450.44	\$ 3,100.33	\$ 6,098.12	\$ 2,144.11	\$14,726.12	\$ 687.99	\$ 3,754.46	\$ 7,466.34		\$ 55.65	\$ 60.01	\$ 7.32	\$ 3,100.33	\$ 6,098.12	\$ 7,466.34	
Sales Order	52217415			52266037	52275867	52280822			52305264	52345028	52330653	52333513			52330653	52330653	52330653				
Transaction Date	10-Sep-13	21-Sep-13	24-Sep-13	30-Sep-13	1-0ct-13	9-Oct-13	21-Oct-13	24-Oct-13	24-Oct-13	4-Nov-13	5-Nov-13	5-Nov-13	5-Nov-13		7-Nov-13	8-Nov-13	20-Nov-13	21-Nov-13	24-Nov-13	5-Dec-13	
Account Transaction	103680352	5301768	5301903	103712799	7137284	103729269	5303702	5303838	103754148	7138850	103773336	103773450	5304554		103779988	103782077	103801761	5305448	5305674	5306350	
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Total

\$102,410.33

11,467.04

Metered Usage for Nov.

\$11,467.04

16-Dec.13

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 3 of 72

BECKMAN

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822- 8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95-1040600

DUNS: 00-825-4708

ATTN: ACCOUNTS PAYABLE (ROVP)

INVOICE NO.: 103680352

Page: 1 of 1

Date: 2013/09/10

INVOICE

Order Number:

52217415

Customer Number: 4043

Customer Authority:

Authority Phone:

Customer PO: S06344

PO Date:

2013/09/03

End User P.O.: Radioactive License:

F.O.B.:

CUSTOMER SITE

Freight Terms:

DO NOT ADD FREIGHT

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

16 GUION PL

16 GUION PL

NEW ROCHELLE NY 10801

NEW ROCHELLE, NY 10801

United States

Payment Terms: Net Due in 30 Days Due Date:

2013/10/10

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

Acct # 1044460

item	Desc	cription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta. Rat
				0.40.04	отпрос	Discount %	· ····································	Ka
1.1	IQ LAMINA 4/CASE Lot No. 242- 13 Expir	v Data 2015, 01, 21	800- 3102 a	3	3	660.74	1,982.22	(
	Freight Terms: DO NO							
	Contract: 48732US	TADDIREIGHT						
	Shipped Via: FEDEX	(US) GROUND					1	
	Waybill No: 06767474							
4.1	IRIS SYSTEM CLEAN		800- 3203	1	1	60.23	60.23	,
	Lot No. 178- 13 Expir							
	Contract: 48732US	TADDIREIGHT						
	Shipped Via: FEDEX (Waybill No: 06767474							
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			privestore		<u> </u>			
	Net Amount	Shipping & Handling	Insurance	Other (Charges		Subtotal	
	2,042.45					2	2,042.45	
alth care pr	ograms, Customer shall fully and	eimbursement with federal or state accurately disclose and claim the	Tax %	Tax A	mount	To	tal Amount	
ount of any	y discount for any of the products a s earned or the following year, and	sold hereto in the fiscal year in which	.00	.0	10	USD	2,042.45	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 5 of 72

FEIDN: 95-1040600 DUNS: 00-825-4708 NO: 5301768

Page: 1 of 1

Date: 2013/09/21

INVOICE

Bill To:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Attn: ACCOUNTS PAYABLE (ROVP)

16 GUION PL

NEW ROCHELLE, NY 10801

(5775)

Customer Number: 4043

Contract Number: Entered By:

48732US

Telephone No.:

Toni Stuesser (800) 526-3821

Fax No.:

(800) 232-3828

Customer PO:

NR145168

PO Date:

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

NEW ROCHELLE NY 10801

United States

(5775)

Payment Terms: Due Date:

Net Due in 30 Days

2013/10/21

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire ABA # 043000261

Acct # 1044460

							7001# 104400	
item	Desc	ription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	
1	LEASE Charge: AUTION for Period: Sep- 2013 S/N 40712037	DN MAX AX- 4280	800- 3500	1	1	2,111.22	2,111.22	
2	SERVICE AND MAINT	ENANCE	B30548	1	1	989.11	989.11	
			0					
	_							
	Thank you for your order. To re- order Clinical Diagr	ostic, including Flow Cytometry se: Call (800) 526- 3821 or Fax (80	D) 000 0000					
	To re- order Biomedical R Call (800) 742- 2345 or Fa	esearch products or supplies please						
	Net Amount	Shipping & Handling	Insurance	Other C	harges		L Subtotal	L
	3,100.33		*				3,100.33	
tomer files	any cost reports or claims for rein	bursement with federal or state health	Tax %	Tax Aı	mount		otal Amount	_
unt for any d or the fol	of the products sold hereto in the	r disclose and claim the amount of any fiscal year in which the discount is comply with any applicable federal or	.00	.0	0	USD		

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 7 of 72

BECKMAN COULTER

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95-1040600 DUNS: 00-825-4708 NO: 5301903

Page: 1 of 1

Date: 2013/09/24

INVOICE

Bill To:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Attn: ACCOUNTS PAYABLE

16 GUION PL

NEW ROCHELLE, NY 10801

(5775)

Customer Number: 4043

23878US

Entered By:

Toni Stuesser

Telephone No.:

Contract Number:

(800) 526-3821

Fax No.:

(800) 232- 3828

Customer PO:

NR147765

PO Date:

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

NEW ROCHELLE NY 10801

United States

(5775)

Payment Terms: **Due Date:**

Net Due in 30 Days

2013/10/24

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire ABA # 043000261

Acct # 1044460

Item	Desc	ription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta Ra
1	LEASE Charge: TN, L Station for Period: Sep- 2013 S/N AM44419	H780 Analytical	723585	1	1	1,565.59	1,565.59	,
2	LEASE Charge: TN, Li for Period: Sep- 2013 S/N AM39216	H750 SLIDEMAKER	6605633	1	1	834.98	834.98	
3	LEASE Charge: TN, L Station for Period: Sep- 2013 S/N AM41375	H780 Analytical	723585	1	1	1,565.59	1,565.59	
4	SERVICE AND MAINT	ENANCE	A34861	1	1	942.28	942.28	
5	SERVICE AND MAINT	ENANCE	A34861	1	1	967.68	967.68	
6	SERVICE AND MAINT	ENANCE	A00474	1	1	222.00	222.00	
	products or supplies, plea To re- order Biomedical R Call (800) 742- 2345 or Fa	nostic, including Flow Cytometry se: Call (800) 526- 3821 or Fax (80 esearch products or supplies please ix (800) 643- 4366. tore: www.beckmancoulter.com/eSt			a			
١	let Amount	Shipping & Handling	Insurance	Other C	harges	Su	btotal	
	6,098.12					6,0	98.12	
programs, C	ustomer shall fully and accurately	abursement with federal or state health	Tax %	Tax Ar	mount	Tota	Amount	
ount for any o	of the products sold hereto in the bowing year, and otherwise strictly	iscal year in which the discount is	.00	.0	ი	USD	6,098.12	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 9 of 72



Bill To:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

DUNS: 00-825-4708

INVOICE NO.: 103712799

Page: 1 of 5 Date: 2013/09/30

INVOICE

Order Number:

52266037

Customer Number: 4043

Customer Authority:

Authority Phone:

Customer PO:

SO6348

PO Date:

2013/09/26

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

CHEMISTRY 16 GUION PL

NEW ROCHELLE NY 10801

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

United States

Attn: CHEMISTRY LAB

(220788) Payment Terms:

Net Due in 30 Days

Due Date:

2013/10/30

Remit To:

Beckman Coulter, Inc. Dept. CH 10164

PALATINE IL 60055- 0164

United States

Wire: ABA # 043000261

Acct # 1044460

item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	R:
1.1	ACCESS ACCUTNI 2X50 DET Lot No. 326100 Expiry Date 2013- 12- 31	33340	8	8	197.49	1,579.92	
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949					=	
2.1	ACCESS HYBRITECH PSA RGT KIT (2X50 Lot No. 326276 Expiry Date 2014- 07- 31	37200	3	3	260.57	781.71	
	Freight Terms: PREPAID AND ADD			1			
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949	<u> </u>					
3.1	ACCESS HYBRITECH PSA CAL KIT Lot No. 331618 Expiry Date 2014- 07- 31	37205	1	1	66.69	66.69	
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
4.1	ACCESS T- UPTAKE 2X50 DET Lot No. 229998 Expiry Date 2015- 02- 28	33810	2	2	31.02	62.04	
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949				İ		
5.1	ACCESS TOTAL T4 2X50 DET Lot No. 326952 Expiry Date 2014- 06- 30	33800	2	2	31.02	62.04	

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

Bill To:

FEIDN: 95- 1040600

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

DUNS: 00-825-4708

INVOICE NO.: 103712799

Page: 2 of 5

Date: 2013/09/30

INVOICE

Order Number:

52266037

Customer Number: 4043 **Customer Authority:**

Authority Phone:

Customer PO:

SO6348

PO Date:

2013/09/26

End User P.O.:

Radioactive License:

SHIP POINT

F.O.B.: Freight Terms:

PREPAID AND ADD

item	Description	Dort Number	Quantity	Quantity	Unit Price		Tax
rtem		Part Number	Ordered	Shipped	Discount %	Value	Rate
	Freight Terms: PREPAID AND ADD Contract: 32608US					-	
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949					!	
6.1	ACCESS TOTAL T4 CALS Lot No. 329725 Expiry Date 2014- 01- 31	33805	1	1	66.69	66.69	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) PRIORITY OVERNIGHT 10:30 AM Waybill No: 573525850816						
7.1	ACCESS FREE T4, 2X50 DET Lot No. 370093 Expiry Date 2015- 05- 31	33880	4	4	101.33	405.32	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
8.1	ACCESS FT3 ASSAY, 2 X 50 DET ACCESS IMPROVED FT3 ASSAY Lot No. 327543 Expiry Date 2014- 07- 31	A13422	2	2	105.47	210.94	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
9.1	ACCESS FT3 CALS S0- S5 Lot No. 389904 Expiry Date 2014- 05- 14	A13430	1	1	66.69	66.69	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
10.1	ACCESS TOTAL B- HCG 2X50 DET Lot No. 330272 Expiry Date 2014- 08- 31	33500	7	7	68.24	477.68	0
	Freight Terms: PREPAID AND ADD						

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.



ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

FEIDN: 95-1040600

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

DUNS: 00-825-4708

INVOICE NO.: 103712799

Page: 3 of 5

Date: 2013/09/30

INVOICE

Order Number:

52266037

Customer Number: 4043

Customer Authority:

Authority Phone:

Customer PO:

SO6348

PO Date:

2013/09/26

End User P.O.:

Radioactive License:

F.O.B.: Freight Terms: SHIP POINT

PREPAID AND ADD

	Description	Part Number	Quantity	Quantity	Unit Price	V-1.	Ta
tem		Part Number	Ordered	Shipped	Discount %	Value	Rat
	Contract: 32608US Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
11.1	ACCESS HYPERSENSITIVE HTSH 2X50 DE Lot No. 370105 Expiry Date 2014- 06- 30	33820	10	10	70.31	703.10	0
	Freight Terms: PREPAID AND ADD	1					
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
12.1	ACCESS HTSH CALIBRATORS Lot No. 327081 Expiry Date 2014- 06- 30	33825	1	1	66.69	66.69	0
	Freight Terms: PREPAID AND ADD	ļ					
	Contract: 32608US	İ					
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949				9		
13.1	ACCESS B12 2 X 50 DET Lot No. 325492 Expiry Date 2014- 06- 30	33000	4	4	67.21	268.84	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
14.1	ACCESS B12 CALS Lot No. 325473 Expiry Date 2014- 04- 30	33005	1	1	66.69	66.69	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US		i				
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
15.1	Access Folate 2x50 Determination Lot No. 326271 Expiry Date 2014- 05- 31	A98032	4	4	67.21	268.84	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.



ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

FEIDN: 95- 1040600 DUNS: 00- 825- 4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103712799

Page: 4 of 5

Date: 2013/09/30

INVOICE

Order Number:

52266037

Customer Number: 4043

Customer Authority:

Authority Phone: Customer PO:

SO6348

PO Date:

2013/09/26

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms: PREPAID AND ADD

item	Description	Part Number	Quantity	Quantity	Unit Price	Value	Tax
	· ·	T WY THOMBOT	Ordered	Shipped	Discount %	value	Rate
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
16.1	ACCESS FERRITIN 2 X 50 DET Lot No. 329303 Expiry Date 2014- 07- 31	33020	3	3	67.21	201.63	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
17.1	ACCESS PTH 2 x 50 DET Lot No. 326274 Expiry Date 2014- 06- 30	A16972	2	2	227.48	454.96	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
18.1	ACCESS PTH Calibrators, S0- S5 Lot No. 389709 Expiry Date 2014- 03- 30	A16953	2	2	87.89	175.78	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949						
19.1	ACCESS SUBSTRATE 4 X 130ML Lot No. 329420 Expiry Date 2014- 07- 31	81906	8	8	116.33	930.64	0
	Freight Terms: PREPAID AND ADD				1		
	Contract: 32608US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835640766949					8	
20.1	ACCESS Wash Buffer II, 4 x 1950 mL Lot No. 331435F Expiry Date 2014- 08- 13	A16792	25	25	31.26	781.50	0
	Freight Terms: PREPAID AND ADD						
	Contract: 32608US						
	Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 670346445	s					

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.



ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

FEIDN: 95-1040600

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

DUNS: 00-825-4708

INVOICE NO.: 103712799

Page: 5 of 5

Date: 2013/09/30

INVOICE

Order Number:

52266037

Customer Number: 4043 Customer Authority:

Authority Phone:

Customer PO:

SO6348

PO Date:

2013/09/26

End User P.O.:

Radioactive License: F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	De	scription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Tax Rate
21.1	ACCESS REACTION Lot No. 13281168 Ex	I VESSELS 16X98 opiry Date	81901	4	4	34.64	138.56	0
	Freight Terms: PREF	AID AND ADD						
	Contract: 32608US							
	Shipped Via: UPS FF Waybill No: 6703464	REIGHT (US) LTL CONSUM/ 45	ABLES					
	÷		.25					
						3		
		der. 526- 3821, option 1. 232- 3828 ır eStore: www.beckmancoul	ter com/eStore					
	Net Amount	Shipping & Handling	Insurance	Other C	Charges	Su	btotal	
	7,836.95	242.37	24.00	0.0	00	8,1	03.32	
ilth care pr	rograms, Customer shall fully and	reimbursement with federal or state	Tax %	Tax Ar	mount	Tota	Amount	
ount of any	ny discount for any of the products sold hereto in the fiscal year in which is earned or the following year, and otherwise strictly comply with any		.00	.0	o I	USD 8,103.32		

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 15 of 72

Bill To:

FEIDN: 95-1040600 DUNS: 00-825-4708

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 7137284

Page: 1 of 1 Date: 2013/10/01

INVOICE

Order Number:

52275867

Customer Number: 4043

Customer Authority:

Authority Phone: Customer PO:

NR169533

PO Date:

2013/10/01

End User P.O.:

Radioactive License: F.O.B.:

CUSTOMER SITE

Freight Terms:

FREIGHT BILLED SEPARATELY

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

16 GUION PL

NEW ROCHELLE NY 10801

NEW ROCHELLE, NY 10801

United States

(5775)

Payment Terms: Due Date:

Net Due in 30 Days

2013/10/31

Remit To:

Beckman Coulter, Inc. Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

Acct # 1044460

				77110. A	3A # U43UUU	ZOI ACCUM	1044460	
Item	Desc	ription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta: Rat
1	Meter Billing				1		12,383.39	(
	Freight Terms: FREIG Contract: 46065US	HT BILLED SEPARATELY						
	Billing for instruments 09/30/2013	AU680(S/N 2012041430),AU68	(S/N 201205146	B) for the perio	d from 09/01	/2013 to		
		ler. 26- 3821, option 1. 32- 3828 · eStore: www.beckmancoulter.c	pm/eStore					
	Net Amount	Shipping & Handling	Insurance	Other C	harges		Subtotal	
	12,383.39					1:	2,383.39	
alth care pr	ograms, Customer shall fully and	eimbursement with federal or state accurately disclose and claim the	Tax %	Tax Ar	nount	То	tal Amount	
discount is	y discount for any of the products s earned or the following year, and leral or state statutes and regulation	sold hereto in the fiscal year in which I otherwise strictly comply with any	.00	.0	0	USD	12,383.39	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 17 of 72

FEIDN: 95-1040600 DUNS: 00-825-4708

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103729269

Page: 1 of 3

Date: 2013/10/09

INVOICE

Order Number:

52280822

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

SO 6349

PO Date:

2013/10/03

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

ATTN: LABORATORY ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

16 GUION PL

NEW ROCHELLE NY 10801

United States

Attn: HEMATOLOGY LABORATORY ALAN JONES

Payment Terms: Due Date:

Net due in 45 days 2013/11/23

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164 United States

Wire: ABA # 043000261

Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Tax Rate
1.1	FP, LH SERIES DILUENT, 20L Lot No. 510072F Expiry Date 2014- 09- 11	8547194	45	45	23.16	1,042.20	0
	Freight Terms: DO NOT ADD FREIGHT						
	Contract: 23878US						
	Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 217096832	s					
2.1	FP, LH SERIES PAK Lot No. 110876K Expiry Date 2014- 02- 14	8547195	4	4	127.50	510.00	0
	Freight Terms: DO NOT ADD FREIGHT						
	Contract: 23878US						·
	Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 217096832	s				:	
3.1	FP, LH SERIES RETIC PAK Lot No. 57130K Expiry Date 2014- 06- 25	8547196	4	4	150.88	603.52	0
	Freight Terms: DO NOT ADD FREIGHT						
	Contract: 23878US						
	Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 217096832	s					
4.1	LH Series Cleaner, 10L Lot No. 332241F Expiry Date 2014- 08- 20	721543	6	6	43.65	261.90	0
	Freight Terms: DO NOT ADD FREIGHT						
	Contract: 23878US						
	Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 217096832	s					
5.1	LATRON (LATEX) CONTROL KIT Lot No. 107365F Expiry Date 2014- 07- 25	7546914	2	2	104.07	208.14	0

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.



16 GUION PL

FEIDN: 95-1040600 DUNS: 00-825-4708

ATTN: LABORATORY ALAN JONES

NEW ROCHELLE, NY 10801

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103729269

Page: 2 of 3

Date: 2013/10/09

INVOICE

Order Number:

52280822

Customer Number: 4043

Customer Authority:

Authority Phone:

Customer PO:

SO 6349

PO Date:

2013/10/03

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	Description	Death No.	Quantity	Quantity	Unit Price		Tax
item	Description	Part Number	Ordered	Shipped	Discount %	Value	Rate
	Freight Terms: DO NOT ADD FREIGHT Contract: 23878US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 134744940061726				:		
6.1	LATRON PRIMER SOLUTION KIT Lot No. 107499F Expiry Date 2014- 07- 26	7546915	2	2	42.97	85.94	0
	Freight Terms: DO NOT ADD FREIGHT						
	Contract: 23878US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 134744940061726						
7.1	5C CELL CONTROL,TRI,E,US, SI2, LRG HEMA	7547116	4	4	176.38	705.52	0
	Lot No. 1002439K Expiry Date 2013- 11- 23						
	Freight Terms: DO NOT ADD FREIGHT						
	Contract: 23878US						
	Shipped Via: FEDEX (US) Ovemight (2) Waybill No: 568034609962						
8.1	RETIC- C CONTROL KIT (9X3.3ML) Lot No. 1131696K Expiry Date 2013- 11- 23	7547125	3	3	125.44	376.32	0
	Freight Terms: DO NOT ADD FREIGHT						
	Contract: 23878US						
	Shipped Via: FEDEX (US) Overnight (2) Waybill No: 568034609962						
9.1	THERMALTRANSFER LABEL ROLL Lot No. 130627003 Expiry Date 2014- 04- 23	2016733	2	2	24.38	48.76	0
	Freight Terms: DO NOT ADD FREIGHT				1		
	Contract: 23878US						
	Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 217096832	s					
10.1	LYSE S(R) III DIFF RGT. 5 LIT Lot No. 101576F Expiry Date 2014- 07- 01	8546796	2	2	293.47	586.94	0
	Freight Terms: DO NOT ADD FREIGHT						
	Contract: 23878US						

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16 GUION PL

FEIDN: 95- 1040600 DUNS: 00-825-4708

ATTN: LABORATORY ALAN JONES

NEW ROCHELLE, NY 10801

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103729269

Page: 3 of 3 Date: 2013/10/09

INVOICE

Order Number:

52280822

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

SO 6349

PO Date:

2013/10/03

End User P.O.:

Radioactive License: F.O.B.:

SHIP POINT

Freight Terms

DREDAID AND ADD

Item		Pescription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta Ra
	Shipped Via: UPS F Waybill No: 217096	REIGHT (US) LTL CONSUMABL 832	ES					
11.1	RIBBON THERMAL Lot No. 130529008	GEN*S S/M Expiry Date 2014- 05- 24	2016732	2	2	10.60	21.20	
	Freight Terms: DO	NOT ADD FREIGHT	İ					
	Contract: 23878US							
	Shipped Via: UPS F Waybill No: 217096	REIGHT (US) LTL CONSUMABL 832	ES					
	Thank you for your							
	Fax Orders: 800	- 526- 3821, option 1. - 232- 3828 our eStore: www.beckmancoulter.d	com/eStore					
	Net Amount	Shipping & Handling	Insurance	Other C	harges	Su	btotal	
	4,450.44					4,4	50.44	
stomer fil	es any cost reports or claims for	or reimbursement with federal or state	Tax %	Tax Ar	nount	Tota	Amount	
ount of any	discount for any of the product seamed or the following year,	ts sold hereto in the fiscal year in which	.00	.0		USD		

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 21 of 72

BECKMAN

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822- 8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95-1040600 DUNS: 00-825-4708 NO: **5303702**

Page: 1 of 1

Date: 2013/10/21

INVOICE

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Attn: ACCOUNTS PAYABLE (ROVP)

16 GUION PL

NEW ROCHELLE, NY 10801

(5775)

Customer Number: 4043

Contract Number:

48732US

Entered By: Telephone No.: Toni Stuesser (800) 526-3821

Fax No.:

(800) 232-3828

Customer PO:

NR145168

PO Date:

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

NEW ROCHELLE NY 10801

United States

(5775)

Payment Terms:

Net Due in 30 Days

Due Date: 2013/11/20

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire ABA # 043000261

Acct # 1044460

item	De	escription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta Ra
1	LEASE Charge: AU for Period: Oct- 201 S/N 40712037	TION MAX AX- 4280 3	800- 3500	1	1	2,111.22	2,111.22	
2	SERVICE AND MA	NTENANCE	B30548	1	1	989.11	989.11	!
	_							
			•					
	Thank you for your ord To re- order Clinical Di	er. agnostic, including Flow Cytometry						
	products or supplies, p To re- order Biomedica Call (800) 742- 2345 or	ease: Call (800) 526-3821 or Fax (80 I Research products or supplies please						
	Net Amount	Shipping & Handling	Insurance	Other C	harges	Su	btotal	
	3,100.33						00.33	
stomer files programs. (any cost reports or claims for customer shall fully and accura	reimbursement with federal or state health tely disclose and claim the amount of any	Tax %	Tax Ar	nount		Amount	
ount for any	of the products sold hereto in t	the fiscal year in which the discount is ctly comply with any applicable federal or	.00	.0	o	USD	3,100.33	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 23 of 72

FEIDN: 95-1040600 DUNS: 00-825-4708 NO: 5303838

Page: 1 of 1

Date: 2013/10/24

INVOICE

Bill To:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Attn: ACCOUNTS PAYABLE

16 GUION PL

NEW ROCHELLE, NY 10801

(5775)

Customer Number: 4043

Contract Number: Entered By:

23878US

Toni Stuesser

Telephone No.: Fax No.:

(800) 526- 3821 (800) 232-3828

Customer PO:

NR147765

PO Date:

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

NEW ROCHELLE NY 10801

United States

(5775)

Payment Terms:

Net Due in 30 Days

Due Date:

2013/11/23

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire ABA # 043000261

Acct # 1044460

item	Desc	ription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta Ra
1	LEASE Charge: TN, L Station for Period: Oct- 2013 S/N AM44419	H780 Analytical	723585	1	1	1,565.59	1,565.59	•
2	LEASE Charge: TN, L for Period: Oct- 2013 S/N AM39216	H750 SLIDEMAKER	6605633	1	1	834.98	834.98	
3	LEASE Charge: TN, L Station for Period: Oct- 2013 S/N AM41375	H780 Analytical	723585	1	1	1,565.59	1,565.59	
4	SERVICE AND MAINT	ENANCE	A34861	1	1	942.28	942.28	
5	SERVICE AND MAINT	ENANCE	A34861	1	1	967.68	967.68	
6	SERVICE AND MAINT	ENANCE	A00474	1	1	222.00	222.00	
	products or supplies, plea To re- order Biomedical R Call (800) 742- 2345 or Fa	nostic, including Flow Cytometry se: Call (800) 526-3821 or Fax (80 esearch products or supplies please ax (800) 643-4366. to::www.beckmancoulter.com/eSto						
	Net Amount	Shipping & Handling	Insurance	Other C	harges	Su	btotal	
	6,098.12	·				6,0	98.12	
rograms, (Customer shall fully and accurately	nbursement with federal or state health disclose and claim the amount of any	Tax %	Tax Ar	nount	Tota	Amount	
int for any	of the products sold hereto in the llowing year, and otherwise strictly	fiscal year in which the discount is comply with any applicable federal or	.00	.0	o l	USD	6,098.12	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 25 of 72

Bill To:

FEIDN: 95-1040600

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

DUNS: 00-825-4708

INVOICE NO.: 103754148

Page: 1 of 1

Date: 2013/10/24

INVOICE

Order Number:

52305264

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

SO6348

PO Date:

2013/10/15

End User P.O.:

Radioactive License: F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

CHEMISTRY 16 GUION PL

NEW ROCHELLE NY 10801

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

United States

Attn: CHEMISTRY LAB

Payment Terms: (220788)

Net Due in 30 Days

Due Date:

2013/11/23

Remit To:

Beckman Coulter, Inc. Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

Acct # 1044460

Item	Desc	ription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Tax Rat
1.1	ACCESS ACCUTNI 22 Lot No. 327198 Expin		33340	10	10	197.49	1,974.90	C
	Freight Terms: PREPA	AID AND ADD						
	Contract: 32608US					.20		
	Shipped Via: FEDEX (10:30 AM Waybill No: 57842052	US) PRIORITY OVERNIGHT 8423						
2.1	ACCESS ACCUTNI C. Lot No. 230694 Expin		33345	1	1	87.89	87.89	C
	Freight Terms: PREPA	AID AND ADD						
	Contract: 32608US							
	10:30 AM Waybill No: 57842052	ler.						
	Fax Orders: 800-2	: eStore: www.beckmancoulter.c	om/eStore					
	Net Amount	Shipping & Handling	Insurance	Other C	Charges	Su	btotal	
	2,062.79	75.02	6.30	0.0	00	2,1	44.11	
lth care p	rograms, Customer shall fully and	eimbursement with federal or state accurately disclose and claim the	Tax %	Tax Aı	mount	Tota	Amount	
ount of an discount i	y discount for any of the products :	sold hereto in the fiscal year in which I otherwise strictly comply with any	.00	.0	0	USD	2,144.11	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 27 of 72

BECKMAN LOULTER FEIDN: 95-1040600

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

NEW ROCHELLE NY 10801

Attn: CHEMISTRY LAB

16 GUION PL

16 GUION PL

United States

INVOICE NO.: 103773336

Page: 1 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority:

Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER **CHEMISTRY**

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

DUNS: 00-825-4708

(220788)

Payment Terms:

Net Due in 30 Days

Due Date:

2013/12/05

Remit To:

Beckman Coulter, Inc. Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

Acct # 1044460

item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	R
1.1	Albumin, R1 4 x 29 mL Lot No. 4650 Expiry Date 2014- 11- 01	OSR6102	2	2	0.00	0.00	
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835641122904						
2.1	ALP, R1 4 x 12 mL, R2 4 x 12 mL Lot No. 4885 Expiry Date 2015- 01- 01	OSR6004	4	4	0.00	0.00	
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
3.1	ALT, R1 4 x 50 mL, R2 4 x 25 mL Lot No. 4852 Expiry Date 2015- 05- 01	OSR6107	1	1	0.00	0.00	
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
4.1	Alpha Amylase, R1 4 x 40 mL Lot No. 4737 Expiry Date 2014- 12- 01	OSR6106	3	3	0.00	0.00	
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
5.1	Direct Bilirubin, R1 4x6 mL, R2 4x6 mL Lot No. 4899 Expiry Date 2014- 08- 01	OSR6111	1	1	0.00	0.00	

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ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

Bill To:

FEIDN: 95-1040600

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

DUNS: 00-825-4708

INVOICE NO.: 103773336

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Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Item	Description	Part Number	Quantity	Quantity	Unit Price	Value	Tax
	<u> </u>	rait Nullibei	Ordered	Shipped	Discount %		Rate
	Freight Terms: PREPAID AND ADD Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
6.1	Calcium Arsenazo, R1 4 x 15 mL Lot No. 4886 Expiry Date 2016- 02- 01	OSR60117	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US				ĺ		
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
7.1	Bicarbonate, 4 x 25 mL Lot No. 4950 Expiry Date 2014- 09- 01	OSR6137	4	4	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
8.1	CK (NAC), R1- 1 4x22 mL, R1- 2 4x4 mL, R2 4x6 mL Lot No. 4900 Expiry Date 2015- 01- 01	OSR6179	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
9.1	Creatinine, R1 4 x 51 mL, R2 4 x 51 mL	OSR6178	4	4	0.00	0.00	0
	Lot No. 4937 Expiry Date 2015- 08- 01						
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
10.1	Glucose, R1 4 x 25 mL, R2 4 x 12.5	OSR6121	2	2	0.00	0.00	0
	mL Lot No. 4847 Expiry Date 2015- 06- 01						

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Freight Terms:

PREPAID AND ADD

item	Description	Part Number	Quantity	Quantity	Unit Price	V-I	Tax
		ran number	Ordered	Shipped	Discount %	Value	Rate
	Freight Terms: PREPAID AND ADD Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
11.1	HDL- Cholesterol, R1 4x30 mL, R2 4x10 mL	OSR6195	2	2	0.00	0.00	0
	Lot No. 4781 Expiry Date 2015- 05- 01						
	Freight Terms: PREPAID AND ADD			ļ			
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057	(9)					
12.1	Iron, R1 4 x 15 mL, R2 4 x 15 mL Lot No. 4849 Expiry Date 2015- 01- 01	OSR6186	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
13.1	Lactate Dehydrogenase (LD), R1 4x40 mL, R2 4x20 mL Lot No. 4928 Expiry Date 2014- 12- 01	OSR6127	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
14.1	Lipase, R1 4x30 mL, 4xLyo, R2 4x10 mL, 2xCalibrator Lot No. 4684 Expiry Date 2015- 04- 01	OSR6230	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
15.1	Magnesium, R1 4 x 40 mL Lot No. 4930 Expiry Date 2015- 08- 01	OSR6189	4	4	0.00	0.00	0

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BECKMAN

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714-223-4100

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NEW ROCHELLE, NY 10801

16 GUION PL

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item	Description	Part Number	Quantity	Quantity	Unit Price	Malara	Tax
		Part Number	Ordered	Shipped	Discount %	Value	Ra
	Freight Terms: PREPAID AND ADD Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
16.1	Urea, R1 4 x 25 mL, R2 4 x 25 mL Lot No. 4853 Expiry Date 2014- 08- 01	OSR6134	4	4	0.00	0.00	
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US]			
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
17.1	Uric Acid, R1 4 x 12 mL, R2 4 x 5 mL Lot No. 5003 Expiry Date 2014- 08- 01	OSR6098	4	4	0.00	0.00	
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
18.1	HbA1c, R1 2x19 mL, R2 2x19 mL, HbT R1 2x37.5 mL Lot No. 4827 Expiry Date 2014- 11- 01	OSR6192	2	2	0.00	0.00	
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
19.1	Hemoglobin Denaturant, 2 x 250 mL Lot No. 4643 Expiry Date 2014- 10- 01	OSR0004	2	2	0.00	0.00	
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
21.1	ACETAMINOPHEN, EMIT 2000,R1 2x28mL, R2 2X14ml Lot No. 1409 Expiry Date 2015- 06- 30	OSR7A229	3	3	0.00	0.00	
	Freight Terms: PREPAID AND ADD						

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250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

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item	Description	Part Number	Quantity	Quantity	Unit Price	Value	Tax
	Contract: 46065US		Ordered	Shipped	Discount %	- value	Rate
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
22.1	DIGOXIN REAGENT KIT, EMIT 2000,R1 2X29ML, R2 2X13ML Lot No. 1372 Expiry Date 2014- 12- 31	OSR4H229	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
23.1	GENTAMICIN REAGENT, EMIT 2000,R1 2 X23ML,R2 2X13ML Lot No. 1386 Expiry Date 2015- 07- 31	OSR4T229	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
24.1	PHENYTOIN REAGENT KIT, EMIT 2000, R1 2X21ML,R2 2X16ML Lot No. 1390 Expiry Date 2015- 06- 30	OSR4A229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
26.1	THEOPHYLLINE, EMIT 2000, EMIT 2000,R1 2X23ML, R2 2X13ML Lot No. 1407 Expiry Date 2015- 02- 28	OSR4P229	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
28.1	VANCOMYCIN, EMIT 2000,R1 2x32mL, R2 2x16mL Lot No. 1408 Expiry Date 2014- 09- 30	OSR4W229	1	1	0.00	0.00	0



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PREPAID AND ADD

item	Description	Part Number	Quantity	Quantity	Unit Price	16-1-	Tax
10111	<u></u>	Part Number	Ordered	Shipped	Discount %	Value	Rate
	Freight Terms: PREPAID AND ADD Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
29.1	AMPHETAMINE/METH REAGENT Lot No. 1403 Expiry Date 2014- 07- 31	OSR9C229	3	3-	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
30.1	BARBITURATE, EMIT 11,R1 2x31 ml, R2 2x15 ml Lot No. 1381 Expiry Date 2015- 05- 31	OSR9D229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD	te.					
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
31.1	BENZODIAZEPINE, EMIT 11 R1 2x31mL, R2 2x15mL, Lot No. 1398 Expiry Date 2015- 07- 31	OSR9F229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
32.1	CANNABINOID, EMIT 11, R1 2x31ml, R2 2x15mL Lot No. 1400 Expiry Date 2015- 01- 31	OSR9N229	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
33.1	COCAINE METABOLITE, EMIT 11, R1 2x29ml, R2 2x14mL Lot No. 1379 Expiry Date 2014- 05- 31	OSR9H229	1	1	0.00	0.00	0

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PREPAID AND ADD

item	Description	Part Number	Quantity	Quantity	Unit Price	Value	Tax
	Freight Terms: PREPAID AND ADD		Ordered	Shipped	Discount %		Rate
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND		i				
	Waybill No: 1Z5R91W80351861057						
34.1	METHADONE REAGENT, EMIT 11 R1	OSR9E229	3	3	0.00	0.00	0
	2x31mL, R2 2x15mL						
	Lot No. 1365 Expiry Date 2015- 04- 30						
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						

35.1	OPIATES REAGENT, EMIT 11,R1 2x30mL,	OSR9B229	3	3	0.00	0.00	0
	R2 2x13mL					3.00	
	Lot No. 1395 Expiry Date 2014- 12- 31						
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
36.1	PHENCYCLIDINE, EMIT 11 R1 2x27mL, R2	OSR9J229	3	3	0.00	0.00	0
	2x13mL						
	Lot No. 1377 Expiry Date 2015- 06- 30 Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND						
	Waybill No: 1Z5R91W80351861057						
		-					
37.1	ISE Buffer, 4 x 2000 mL	AUH1011	2	2	0.00	0.00	0
	Lot No. 4751 Expiry Date 2015- 01- 13						
	Freight Terms: PREPAID AND ADD Contract: 46065US						
	Shipped Via: UPS (US) GROUND						
	Waybill No: 1Z5R91W80351846985		1				
	_	5					
38.1	ISE Mid Standard A v 2000 ml	AUU4040				0.55	
JO. I	ISE Mid Standard, 4 x 2000 mL Lot No. 4834 Expiry Date 2015- 02- 03	AUH1012	2	2	0.00	0.00	0

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PREPAID AND ADD

14	Description	D 4 N - 1	Quantity	Quantity	Unit Price		Ta
item	Description	Part Number	Ordered	Shipped	Discount %	Value	Rat
	Freight Terms: PREPAID AND ADD Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351846985						
39.1	Wash Solution, 6 x 2 L Lot No. 4864 Expiry Date 2017- 07- 01	OSR0001	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351846985						
40.1	NERL CO2 STD. 20 MEQ/L*, 1 x 25 mL Lot No. 60455221 Expiry Date 2014- 08- 31	2340- C	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351846985	æ					
41.1	NERL CO2 STANDARD 40 MEQ/L*, 1 x 25 mL Lot No. 60455225 Expiry Date 2014- 08- 31	2340- E	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351846985						
42.1	HDL Cholesterol Calibrator, 3 x 1 mL Lot No. 0033A Expiry Date 2015- 03- 01	ODC0023	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
43.1	HBA1c Calibrator (Level 1) 1x8 mL, (Level 2- 6) 1x2 mL Lot No. 0038A Expiry Date 2014- 08- 01	ODR3032	4	4	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						

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item	Description	Part Number	Quantity	Quantity	Unit Price	Value	Tax
	· · · · · · · · · · · · · · · · · · ·	Part Number	Ordered	Shipped	Discount %	value	Rate
	Contract: 46065US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
44.1	Urine Calibrator, 6 X 5mL Lot No. 1306157B Expiry Date 2015- 08- 31	DR0090	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
45.1	URINE CREATININE CALIBRATOR, 1 X 120mL Lot No. 1211093A Expiry Date 2015- 01- 31 Freight Terms: PREPAID AND ADD	DR0091	2	2	0.00	0.00	0
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
46.1	ACETAMINOPHEN CALIBRATOR, 1x5.0 mL, 5x2.0 mL Lot No. F1 Expiry Date 2015- 11- 30	7A409	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
47.1	DIGOXIN CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F1 Expiry Date 2014- 11- 30	4H209	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
48.1	GENTAMICIN CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F3 Expiry Date 2015- 07- 31	4T209	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD				i		



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	<u> </u>	rait Nullibei	Ordered	Shipped	Discount %	value	Rate
	Contract: 46065US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
49.1	PHENOBARBITAL CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F2 Expiry Date 2015- 06- 30	4D109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
50.1	PHENYTOIN CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F1 Expiry Date 2015- 03- 31	4A109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
51.1	SALICYLATE CALIBRATOR, 1x5.0 mL, 5x2.0 mL Lot No. F3 Expiry Date 2015- 03- 31	7S109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
52.1	THEOPHYLLINE CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F2 Expiry Date 2016- 06- 30	4P109	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057					*	
53.1	EMIT 2000 VALPROIC ACID CALIBR Lot No. F2 Expiry Date 2014- 12- 31	4G109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						



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Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	Description	Daniel I	Quantity	Quantity	Unit Price		Tax
item	Description	Part Number	Ordered	Shipped	Discount %	Value	Rate
	Contract: 46065US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
54.1	VANCOMYCIN CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F3 Expiry Date 2014- 07- 31	4W109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
55.1	ALCOHOL NEGATIVE CALIBRATOR, 1 x 3 mL Lot No. F1 Expiry Date 2015- 03- 31	9K029	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
56.1	ALCOHOL 100MG/DL CALIBRATOR, 1 x 3 mL Lot No. F1 Expiry Date 2015- 03- 31	9K059	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057			·	. 00		
57.1	LEVEL 1 CALIBRATOR/CONTROL, EMIT 11 PLUS, 1 x 14 mL Lot No. F3 Expiry Date 2014- 07- 31	9A529	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
58.1	Sample Cup, 2.5mL (pkg of 100)	MU853200	2	2	129.62	259.24	0



250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800-526-3821 FAX: 714- 223- 4100

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

FEIDN: 95-1040600 DUNS: 00-825-4708 INVOICE NO.: 103773336

Page: 12 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	Des	cription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Tax
	Freight Terms: PREPA Contract: 46065US	AID AND ADD						
	Shipped Via: UPS (US Waybill No: 1Z5R91W							
59.1	PEDIATRIC INSERT Lot No. 311448 Expir		81916	10	10	19.65	196.50	0
	Freight Terms: PREP	AID AND ADD						
	Contract: 32608US							
	Shipped Via: UPS (US Waybill No: 1Z5R91W	s) GROUND 80351846985						
			Si .					
			cpm/eStore					
	Not Amount	Chinaina é Handra	la a const	6				
	Net Amount	Shipping & Handling	Insurance	Other C			ototal	
	455.74	230.75	1.50	0.0	00	68	7.99	
ustomer fil alth care pr	les any cost reports or claims for r ograms, Customer shall fully and	eimbursement with federal or state accurately disclose and claim the	Tax %	Tax Aı	mount	Total	Amount	
ount of any	discount for any of the products seamed or the following year, and	sold hereto in the fiscal year in which	.00	.0	<u>,</u>	USD	687.99	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 40 of 72

BECKMAN COULTER 250 South Kraemer Blvd FE

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822- 8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100 FEIDN: 95-1040600 DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 7138850

Page: 1 of 1

Date: 2013/11/04

INVOICE

Order Number:

52345028

Customer Number: 4043

Customer Authority:

Authority Phone: Customer PO:

NR169533

PO Date:

2013/11/04

End User P.O.:

Radioactive License: F.O.B.:

CUSTOMER SITE

Freight Terms:

FREIGHT BILLED SEPARATELY

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

16 GUION PL

NEW ROCHELLE NY 10801

NEW ROCHELLE, NY 10801

United States

(5775)

Payment Terms:

Net Due in 30 Days 2013/12/04

Due Date: 2013 Remit To: Bec

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

item	Des	cription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta Ra
1	Meter Billing				1		14,726.12	
	Freight Terms: FREI0 Contract: 46065US	OHT BILLED SEPARATELY						
	Billing for instruments 10/31/2013	AU680(S/N 2012041430),AU680	(S/N 201205146	B) for the perio	d from 10/01	/2013 to		
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	v							
					:		:	
						#3		
			£					
		der. 526- 3821, option 1. 232- 3828 r eStore: www.beckmancoulter.c	pm/eStore					
ı	Net Amount	Shipping & Handling	Insurance	Other C	harges		Subtotal	
	14,726.12					1	4,726.12	
th care on	ograms. Customer shall fully and	reimbursement with federal or state accurately disclose and claim the	Tax %	Tax Ar	nount	To	tal Amount	
ount of any discount is	discount for any of the products eamed or the following year, an eral or state statutes and regulat	sold hereto in the fiscal year in which d otherwise strictly comply with any	.00	.0	o	USD	14,726.12	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 42 of 72

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95-1040600 DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103773336

Page: 1 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number:

Customer Authority:

Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.: Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

CHEMISTRY 16 GUION PL

NEW ROCHELLE NY 10801 United States Attn: CHEMISTRY LAB

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

Payment Terms: (220788)

Net Due in 30 Days

Due Date: Remit To: 2013/12/05 Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta Ra
1.1	Albumin, R1 4 x 29 mL Lot No. 4650 Expiry Date 2014- 11- 01	OSR6102	2	2	0.00	0.00	c
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: FEDEX (US) GROUND Waybill No: 708835641122904					!	
2.1	ALP, R1 4 x 12 mL, R2 4 x 12 mL Lot No. 4885 Expiry Date 2015- 01- 01	OSR6004	4	4	0.00	0.00	۰
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057				į		
3.1	ALT, R1 4 x 50 mL, R2 4 x 25 mL Lot No. 4852 Expiry Date 2015- 05- 01	OSR6107	1	1	0.00	0.00	(
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057	1					
4.1	Alpha Amylase, R1 4 x 40 mL Lot No. 4737 Expiry Date 2014- 12- 01	OSR6106	3	3	0.00	0.00	(
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
5.1	Direct Bilirubin, R1 4x6 mL, R2 4x6 mL Lot No. 4899 Expiry Date 2014- 08- 01	OSR6111	1	1	0.00	0.00	(

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

Bill To:

FEIDN: 95-1040600 DUNS: 00- 825- 4708

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103773336

Page: 2 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Tax Rate
	Freight Terms: PREPAID AND ADD Contract: 46065US				Diodelli //		- 11210
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057					is .	
6.1	Calcium Arsenazo, R1 4 x 15 mL Lot No. 4886 Expiry Date 2016- 02- 01	OSR60117	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
7.1	Bicarbonate, 4 x 25 mL Lot No. 4950 Expiry Date 2014- 09- 01	OSR6137	4	4	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US					:	
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
8.1	CK (NAC), R1- 1 4x22 mL, R1- 2 4x4 mL, R2 4x6 mL Lot No. 4900 Expiry Date 2015- 01- 01	OSR6179	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
9.1	Creatinine, R1 4 x 51 mL, R2 4 x 51 mL	OSR6178	4	4	0.00	0.00	0
	Lot No. 4937 Expiry Date 2015- 08- 01						
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US			:			
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
10.1	Glucose, R1 4 x 25 mL, R2 4 x 12.5 mL	OSR6121	2	2	0.00	0.00	0
	Lot No. 4847 Expiry Date 2015- 06- 01				9		

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714-223-4100

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

FEIDN: 95-1040600

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

DUNS: 00-825-4708

INVOICE NO.: 103773336

Page: 3 of 12 Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority:

Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License: F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	Description	Part Number	Quantity	Quantity	Unit Price		Ta
	·	Part Number	Ordered	Shipped	Discount %	Value —	Rat
	Freight Terms: PREPAID AND ADD Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
11.1	HDL- Cholesterol, R1 4x30 mL, R2 4x10 mL	OSR6195	2	2	0.00	0.00	0
	Lot No. 4781 Expiry Date 2015- 05- 01						
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
12.1	Iron, R1 4 x 15 mL, R2 4 x 15 mL Lot No. 4849 Expiry Date 2015- 01- 01	OSR6186	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
13.1	Lactate Dehydrogenase (LD), R1 4x40 mL, R2 4x20 mL Lot No. 4928 Expiry Date 2014- 12- 01	OSR6127	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US			1			
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
14.1	Lipase, R1 4x30 mL, 4xLyo, R2 4x10 mL, 2xCalibrator Lot No. 4684 Expiry Date 2015- 04- 01	OSR6230	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
15.1	Magnesium, R1 4 x 40 mL Lot No. 4930 Expiry Date 2015- 08- 01	OSR6189	4	4	0.00	0.00	C

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822- 8000 Tel: 800- 526- 3821 FAX: 714-223-4100

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NEW ROCHELLE, NY 10801

16 GUION PL

FEIDN: 95-1040600 DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103773336

Page: 4 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority:

Authority Phone:

NR169533

Customer PO:

PO Date: End User P.O.: 2013/10/28

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms: PREPAID AND ADD

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta Rat
<u></u>	Freight Terms: PREPAID AND ADD Contract: 46065US		Ordered	эпіррец	Discount %		Rat
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
16.1	Urea, R1 4 x 25 mL, R2 4 x 25 mL Lot No. 4853 Expiry Date 2014- 08- 01	OSR6134	4	4	0.00	0.00	a
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
17.1	Uric Acid, R1 4 x 12 mL, R2 4 x 5 mL Lot No. 5003 Expiry Date 2014- 08- 01	OSR6098	4	4	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
18.1	HbA1c, R1 2x19 mL, R2 2x19 mL, HbT R1 2x37.5 mL Lot No. 4827 Expiry Date 2014- 11- 01	OSR6192	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057		:				
19.1	Hemoglobin Denaturant, 2 x 250 mL Lot No. 4643 Expiry Date 2014- 10- 01	OSR0004	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
21.1	ACETAMINOPHEN, EMIT 2000,R1 2x28mL, R2 2X14ml Lot No. 1409 Expiry Date 2015- 06- 30	OSR7A229	3	3	0.00	0.00	C
	Freight Terms: PREPAID AND ADD						

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

FEIDN: 95-1040600 DUNS: 00-825-4708 INVOICE NO.: 103773336

Page: 5 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority:

Authority Phone:

NR169533

Customer PO: PO Date:

2013/10/28

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	Description	Part Number	Quantity	Quantity	Unit Price	Value	Tax
	<u></u>	Part Number	Ordered	Shipped	Discount %	Value	Rate
	Contract: 46065US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
22.1	DIGOXIN REAGENT KIT, EMIT 2000,R1 2X29ML, R2 2X13ML Lot No. 1372 Expiry Date 2014- 12- 31	OSR4H229	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
23.1	GENTAMICIN REAGENT, EMIT 2000,R1 2 X23ML,R2 2X13ML Lot No. 1386 Expiry Date 2015- 07- 31	OSR4T229	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
24.1	PHENYTOIN REAGENT KIT, EMIT 2000, R1 2X21ML,R2 2X16ML Lot No. 1390 Expiry Date 2015- 06- 30	OSR4A229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
26.1	THEOPHYLLINE, EMIT 2000, EMIT 2000,R1 2X23ML, R2 2X13ML Lot No. 1407 Expiry Date 2015- 02- 28	OSR4P229	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
28.1	VANCOMYCIN, EMIT 2000,R1 2x32mL, R2 2x16mL Lot No. 1408 Expiry Date 2014- 09- 30	OSR4W229	1	1	0.00	0.00	0

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

BECKMAN COULTER

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800-526-3821 FAX: 714-223-4100

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

Bill To:

FEIDN: 95- 1040600 DUNS: 00- 825- 4708

SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103773336

Page: 6 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority:

Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Item	Description	Part Number	Quantity	Quantity	Unit Price	Value	Tax
	<u> </u>		Ordered	Shipped	Discount %	Value .	Rate
	Freight Terms: PREPAID AND ADD Contract: 46065US	ļ					
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
29.1	AMPHETAMINE/METH REAGENT Lot No. 1403 Expiry Date 2014- 07- 31	OSR9C229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD		İ				
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
30.1	BARBITURATE, EMIT 11,R1 2x31 ml, R2 2x15 ml Lot No. 1381 Expiry Date 2015- 05- 31	OSR9D229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
31.1	BENZODIAZEPINE, EMIT 11 R1 2x31mL, R2 2x15mL Lot No. 1398 Expiry Date 2015- 07- 31	OSR9F229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
32.1	CANNABINOID, EMIT 11, R1 2x31ml, R2 2x15mL Lot No. 1400 Expiry Date 2015- 01- 31	OSR9N229	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
33.1	COCAINE METABOLITE, EMIT 11, R1 2x29ml, R2 2x14mL Lot No. 1379 Expiry Date 2014- 05- 31	OSR9H229	1	1	0.00	0.00	0

Invoices Pg 49 of 72

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800-526-3821 FAX: 714-223-4100

BECKMAN

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

FEIDN: 95-1040600 DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103773336

Page: 7 of 12 Date: 2013/11/05

INVOICE

Order Number:

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Customer Number: 4043

Customer Authority:

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PO Date:

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Freight Terms:

PREPAID AND ADD

item	Description	Part Number	Quantity	Quantity	Unit Price	Value	Tax
	•	rait Nullibei	Ordered	Shipped	Discount %	value	Rat
	Freight Terms: PREPAID AND ADD Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057			25			
34.1	METHADONE REAGENT, EMIT 11 R1 2x31mL, R2 2x15mL Lot No. 1365 Expiry Date 2015- 04- 30	OSR9E229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
35.1	OPIATES REAGENT, EMIT 11,R1 2x30mL, R2 2x13mL Lot No. 1395 Expiry Date 2014- 12- 31	OSR9B229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
36.1	PHENCYCLIDINE, EMIT 11 R1 2x27mL, R2 2x13mL Lot No. 1377 Expiry Date 2015- 06- 30	OSR9J229	3	3	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
37.1	ISE Buffer, 4 x 2000 mL Lot No. 4751 Expiry Date 2015- 01- 13	AUH1011	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD					ĺ	
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351846985						
38.1	ISE Mid Standard, 4 x 2000 mL Lot No. 4834 Expiry Date 2015- 02- 03	AUH1012	2	2	0.00	0.00	0

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822- 8000 Tel: 800-526-3821 FAX: 714-223-4100

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Page: 8 of 12

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SHIP POINT

F.O.B.: Freight Terms:

PREPAID AND ADD

lto-m-	Dece-intin-	D-421	Quantity	Quantity	Unit Price		Tax
item	Description	Part Number	Ordered	Shipped	Discount %	Value	Rat
	Freight Terms: PREPAID AND ADD Contract: 46065US	8					
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351846985						:
39.1	Wash Solution, 6 x 2 L Lot No. 4864 Expiry Date 2017- 07- 01	OSR0001	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351846985						
40.1	NERL CO2 STD. 20 MEQ/L*, 1 x 25 mL Lot No. 60455221 Expiry Date 2014- 08- 31	2340- C	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351846985						
41.1	NERL CO2 STANDARD 40 MEQ/L*, 1 x 25 mL	2340- E	2	2	0.00	0.00	0
	Lot No. 60455225 Expiry Date 2014- 08- 31 Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351846985						
42.1	HDL Cholesterol Calibrator, 3 x 1 mL Lot No. 0033A Expiry Date 2015- 03- 01	ODC0023	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
43.1	HBA1c Calibrator (Level 1) 1x8 mL, (Level 2- 6) 1x2 mL Lot No. 0038A Expiry Date 2014- 08- 01	* ODR3032	4	4	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714-223-4100

FEIDN: 95-1040600

DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103773336

Page: 9 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043 **Customer Authority:**

Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License: F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	Description	Part Number	Quantity	Quantity	Unit Price	Value	Ta
	<u> </u>	- art rediffer	Ordered	Shipped	Discount %	value	Ra
	Contract: 46065US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
44.1	Urine Calibrator, 6 X 5mL Lot No. 1306157B Expiry Date 2015- 08- 31	DR0090	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
45.1	URINE CREATININE CALIBRATOR, 1 X 120mL Lot No. 1211093A Expiry Date 2015- 01- 31	DR0091	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD		l				
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
46.1	ACETAMINOPHEN CALIBRATOR, 1x5.0 mL, 5x2.0 mL Lot No. F1 Expiry Date 2015- 11- 30	7A409	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
47.1	DIGOXIN CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F1 Expiry Date 2014- 11- 30	4H209	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
48.1	GENTAMICIN CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F3 Expiry Date 2015- 07- 31	4 T209	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD		ļ				

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822- 8000 Tel: 800- 526- 3821 FAX: 714-223-4100

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

FEIDN: 95- 1040600 DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103773336

Page: 10 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Item	Description	Don't Normalis :	Quantity	Quantity	Unit Price		Tax
item	Description	Part Number	Ordered	Shipped	Discount %	Value	Rat
	Contract: 46065US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
49.1	PHENOBARBITAL CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F2 Expiry Date 2015- 06- 30	4D109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
50.1	PHENYTOIN CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F1 Expiry Date 2015- 03- 31	4A109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
51.1	SALICYLATE CALIBRATOR, 1x5.0 mL, 5x2.0 mL Lot No. F3 Expiry Date 2015- 03- 31	7S109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
52.1	THEOPHYLLINE CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F2 Expiry Date 2016- 06- 30	4P109	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US					l	
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
53.1	EMIT 2000 VALPROIC ACID CALIBR Lot No. F2 Expiry Date 2014- 12- 31	4G109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714-223-4100

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

FEIDN: 95-1040600

DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103773336

Page: 11 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License: F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Tax
	Contract: 46065US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057		Cideled	Simpped	Discount %		Kati
54.1	VANCOMYCIN CALIBRATOR, EMIT 2000, 1 x 5 mL, 5 x 2 mL Lot No. F3 Expiry Date 2014- 07- 31	4W109	2	2	0.00	0.00	0
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
55.1	ALCOHOL NEGATIVE CALIBRATOR, 1 x 3 mL	9K029	1	1	0.00	0.00	0
	Lot No. F1 Expiry Date 2015- 03- 31						
	Freight Terms: PREPAID AND ADD						
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
56.1	ALCOHOL 100MG/DL CALIBRATOR, 1 x 3 mL	9K059	1	1	0.00	0.00	0
	Lot No. F1 Expiry Date 2015- 03- 31						
	Freight Terms: PREPAID AND ADD Contract: 46065US						
	Shipped Via: UPS (US) GROUND						
	Waybill No: 1Z5R91W80351861057						
57.1	LEVEL 1 CALIBRATOR/CONTROL, EMIT 11 PLUS, 1 x 14 mL Lot No. F3 Expiry Date 2014- 07- 31	9A529	1	1	0.00	0.00	0
	Freight Terms: PREPAID AND ADD		:				
	Contract: 46065US						
	Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80351861057						
58.1	Sample Cup, 2.5mL (pkg of 100)	MU853200	2	2	129.62	259.24	0

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 54 of 72

BECKMAN 250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800-526-3821 FAX: 714-223-4100

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

FEIDN: 95-1040600 DUNS: 00- 825- 4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103773336

Page: 12 of 12

Date: 2013/11/05

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License: F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item	Des	cription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Tax
	Freight Terms: PREPA Contract: 46065US	AID AND ADD				Discount /s		
	Shipped Via: UPS (US Waybill No: 1Z5R91W				 			
59.1	PEDIATRIC INSERT (Lot No. 311448 Expin		81916	10	10	19.65	196.50	c
	Freight Terms: PREPA	AID AND ADD						
	Contract: 32608US							
	Shipped Via: UPS (US Waybill No: 1Z5R91W) GROUND 80351846985						
	33							
		er. 26- 3821, option 1. 32- 3828 eStore: www.beckmancoulter.	com/eStore					
	Net Amount	Shipping & Handling	Insurance	Other C	harges	Sul	ototal	
	455.74	230.75	1.50	0.0	· 1		7.99	
ustomer fil	es any cost reports or claims for n	simbursement with federal or state	Tax %	Tax Ar			Amount	
ount of any	ograms, Customer shall fully and a discount for any of the products s seamed or the following year, and	accurately disclose and claim the sold hereto in the fiscal year in which otherwise strictly comply with any	.00	.0		USD	687.99	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 55 of 72

BECKMAN COULTER

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800-526-3821 FAX: 714-223-4100

FEIDN: 95- 1040600 DUNS: 00- 825- 4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

ATTN: ATTN LINE ALAN JONES, BLDG/RM NO

INVOICE NO.: 103773450

Page: 1 of 2

Date: 2013/11/05

INVOICE

Order Number:

52333513

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

SO6349

PO Date:

2013/10/29

End User P.O.: Radioactive License:

F.O.B.:

(5775)

SHIP POINT

Freight Terms:

PREPAID AND ADD

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

16 GUION PL

NEW ROCHELLE NY 10801

NEW ROCHELLE, NY 10801

United States

Attn: LINE ALAN JONES, LABORATORY, BLDG/RM

Payment Terms: Due Date: Net due in 45 days 2013/12/20

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164 PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

Acct # 1044460

FP, LH SERIES DILUENT, 20L Lot No. 510103F Expiry Date 2014- 10- 08 Freight Terms: DO NOT ADD FREIGHT Contract: 23878US Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 372123953 FP, LH SERIES PAK Lot No. 110879K Expiry Date 2014- 03- 27		45	45	23.16	1,042.20	0
Contract: 23878US Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 372123953 FP, LH SERIES PAK					;	
Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 372123953 FP, LH SERIES PAK						
Waybill No: 372123953 FP, LH SERIES PAK				i		
						!
201110: 11007011 Exp., y 2010 2014 00 27	8547195	6	6	127.50	765.00	0
Freight Terms: DO NOT ADD FREIGHT						
Contract: 23878US						
Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 372123953	S			-	ć.	
FP, LH SERIES RETIC PAK Lot No. 57133K Expiry Date 2014- 08- 05	8547196	4	4	150.88	603.52	0
Freight Terms: DO NOT ADD FREIGHT						1
Contract: 23878US						l
Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 372123953	s					
LH Series Cleaner, 10L Lot No. 332247F Expiry Date 2014- 10- 01	721543	6	6	43.65	261.90	c
Freight Terms: DO NOT ADD FREIGHT						ĺ
Contract: 23878US						
Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 372123953	S					
5C CELL CONTROL,TRI,E,US, SI2, LRG HEMA	7547116	4	4	176.38	705.52	C
	Waybill No: 372123953 FP, LH SERIES RETIC PAK Lot No. 57133K Expiry Date 2014- 08- 05 Freight Terms: DO NOT ADD FREIGHT Contract: 23878US Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 372123953 LH Series Cleaner, 10L Lot No. 332247F Expiry Date 2014- 10- 01 Freight Terms: DO NOT ADD FREIGHT Contract: 23878US Shipped Via: UPS FREIGHT (US) LTL CONSUMABLE Waybill No: 372123953 5C CELL CONTROL, TRI, E, US, SI2, LRG	FP, LH SERIES RETIC PAK Lot No. 57133K Expiry Date 2014- 08- 05 Freight Terms: DO NOT ADD FREIGHT Contract: 23878US Shipped Via: UPS FREIGHT (US) LTL CONSUMABLES Waybill No: 372123953 LH Series Cleaner, 10L Lot No. 332247F Expiry Date 2014- 10- 01 Freight Terms: DO NOT ADD FREIGHT Contract: 23878US Shipped Via: UPS FREIGHT (US) LTL CONSUMABLES Waybill No: 372123953 5C CELL CONTROL, TRI, E, US, SI2, LRG HEMA	## Waybill No: 372123953 FP, LH SERIES RETIC PAK	## Waybill No: 372123953 FP, LH SERIES RETIC PAK	## Page 12	## Waybill No: 372123953 ### FP, LH SERIES RETIC PAK

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 57 of 72

BECKMAN 250 South Kraemer Blvd

16 GUION PL

NEW ROCHELLE, NY 10801

P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95- 1040600 DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

ATTN: ATTN LINE ALAN JONES, BLDG/RM NO

INVOICE NO.: 103773450

Page: 2 of 2

Date: 2013/11/05

INVOICE

Order Number:

52333513

Customer Number: 4043 **Customer Authority:**

Authority Phone:

Customer PO:

SO6349

PO Date:

2013/10/29

End User P.O.:

Radioactive License: F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

item		scription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	F
	Freight Terms: DO NO Contract: 23878US	OT ADD FREIGHT						Γ
	Shipped Via: FEDEX Waybill No: 56803469							
6.1	RETIC- C CONTROL Lot No. 1131705K Ex	KIT (9X3.3ML) piry Date 2013- 12- 20	7547125	3	3	125.44	376.32	
	Freight Terms: DO NO	T ADD FREIGHT						
	Contract: 23878US					i		
	Shipped Via: FEDEX Waybill No: 56803469	(US) 2ND DAY 9982						
		ler. 26- 3821, option 1. 32- 3828 · eStore: www.beckmancoulter.	cbm/eStore					
	<u> </u>	<u> </u>	 		L			
	Net Amount	Shipping & Handling	Insurance	Other C	harges	Su	btotal	
+:	3,754.46					3,7	54.46	
alth care pr	ograms, Customer shall fully and	eimbursement with federal or state accurately disclose and claim the	Tax %	Tax Ar	mount	Total	Amount	
ount of any	discount for any of the products as earned or the following year, and	sold hereto in the fiscal year in which	.00	.0	,	USD	3,754.46	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 58 of 72

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95-1040600 DUNS: 00-825-4708 NO: **5304554**

Page: 1 of 1

Date: 2013/11/05

INVOICE

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Customer Number: 4043

Attn: Accounts Payable

Contract Number:

46065US

16 GUION PL

Entered By:

Toni Stuesser

NEW ROCHELLE, NY 10801

NEW ROCHELLE NY 10801

16 GUION PL

United States

Telephone No.:

(800) 526-3821

Fax No.:

(800) 232-3828

NR169533

Customer PO:

PO Date:

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

(5775)

(5775)

Payment Terms:

Wire ABA # 043000261

Net Due in 30 Days

Due Date:

2013/12/05

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

item	Desc	cription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Tax Rate
1	LEASE Charge: AU68 ANALYZER AU680 w for Period: Nov- 2013 S/N 2012041430		B12188	1	1	1,894.77	1,894.77	0
2	LEASE Charge: AU68 ANALYZER AU680 wi for Period: Nov- 2013 S/N 2012051468		B12188	1	1	1,894.77	1,894.77	0
3	LEASE Charge: ACCE ANALYZER for Period: Nov- 2013 S/N 507861	ESS 2 IMMUNOASSAY	81600N	1	1	979.53	979.53	0
4	SERVICE AND MAIN	TENANCE	A90264	1	1	977.40	977.40	0
5	SERVICE AND MAIN	TENANCE	A90264	1	1	977.40	977.40	0
6	SERVICE AND MAIN	FENANCE	A00102	1	1	742.47	742.47	0
	To re- order Biomedical R Call (800) 742- 2345 or Fa	nostic, including Flow Cytometry se: Call (800) 526-3821 or Fax (80 esearch products or supplies please						
	Net Amount	Shipping & Handling	Insurance	Other C	harges	Su	btotal	
	7,466.34					7.4	66.34	
		nbursement with federal or state health y disclose and claim the amount of any	Tax %	Tax Ar	nount		Amount	
ount for any ed or the fol	of the products sold hereto in the	fiscal year in which the discount is comply with any applicable federal or	.00	.0	o İ	USD	7,466.34	

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95-1040600 DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103779988

Page: 1 of 1 Date: 2013/11/07

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority:

Authority Phone:

Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.: Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

CHEMISTRY

16 GUION PL **NEW ROCHELLE NY 10801**

United States

Attn: CHEMISTRY LAB

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

Payment Terms: (220788)

Net Due in 30 Days 2013/12/07

Due Date: Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

item	D	escription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value
20.1	AMMONIA, 2 x 16n CALIBRATOR Lot No. 381803 Ex	nL & 1 x 3mL piry Date 2015- 05- 31	OSR61154	3	3	0.00	0.00
	Freight Terms: PRE	PAID AND ADD					
	Contract: 46065US						
	Shipped Via: FEDE 10:30 AM Waybill No: 578420	X (US) PRIORITY OVERNIGHT					
	Fax Orders: 800 Purchase online at 0	order. - 526- 3821, option 1. - 232- 3828 our eStore: www.beckmancoulter.c	om/eStore	V.			
ı	Net Amount	Shipping & Handling	Insurance	Other C	harges	S	ubtotal
	0.00	55.65		0.0	00	:	55.65
ith care pro	ograms, Customer shall fully a	or reimbursement with federal or state and accurately disclose and claim the	Tax %	Tax Ar	nount	Tota	al Amount
ount of anv	discount for any of the produc	ets sold hereto in the fiscal year in which and otherwise strictly comply with any	.00	.0	, I	USD	55.65

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 61 of 72

BECKMAN 250 South Kraemer Blvd

P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95-1040600 DUNS: 00-825-4708

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103782077

(220788)

Page: 1 of 1

Date: 2013/11/08

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority:

Authority Phone: Customer PO:

NR169533

PO Date:

2013/10/28

End User P.O.:

Radioactive License:

F.O.B.:

SHIP POINT

Freight Terms:

PREPAID AND ADD

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

CHEMISTRY 16 GUION PL

NEW ROCHELLE NY 10801

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

16 GUION PL

United States

Attn: CHEMISTRY LAB

Payment Terms:

Net Due in 30 Days

Due Date: 2013/12/08 Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

item	Di	escription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta Ra
25.1	SALICYLATE, EMI ² 2x16mL Lot No. 1418 Expir	7 2000,R1 2x32mL, R2	OSR7S229	3	3	0.00	0.00	ı
	Freight Terms: PRE							
	Contract: 46065US					ľ		
	Shipped Via: FEDE 10:30 AM Waybill No: 578420	X (US) PRIORITY OVERNIGHT 622483	;					
	Fax Orders: 800	order. - 526- 3821, option 1. - 232- 3828 our eStore: www.beckmancoulter.c	com/eStore				,	
	Net Amount	Shipping & Handling	Insurance	Other C	harges	Sul	btotal	
	0.00	60.01		0.0	00	60	0.01	
ustomer fil	es any cost reports or claims f	or reimbursement with federal or state and accurately disclose and claim the	Tax %	Tax Ar	nount	Total	Amount	
ount of any	discount for any of the produc	ts sold hereto in the fiscal year in which and otherwise strictly comply with any	.00	.0	_	USD	60.01	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 63 of 72

BECKMAN 250 South Kraemer Blvd

ATTN: ALAN JONES

NEW ROCHELLE, NY 10801

NEW ROCHELLE NY 10801

Attn: CHEMISTRY LAB

16 GUION PL

CHEMISTRY 16 GUION PL

United States

P.O. Box 8000 Brea CA 92822- 8000 Tel: 800-526-3821 FAX: 714- 223- 4100

FEIDN: 95-1040600 DUNS: 00-825-4708

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER(5775)

INVOICE NO.: 103801761

Page: 1 of 1

Date: 2013/11/20

INVOICE

Order Number:

52330653

Customer Number: 4043

Customer Authority: Authority Phone:

Customer PO:

NR169533

PO Date: End User P.O.: 2013/10/28

Radioactive License:

SHIP POINT F.O.B.:

Freight Terms:

PREPAID AND ADD

(220788)

Payment Terms: Due Date:

Net Due in 30 Days

2013/12/20

Remit To:

Beckman Coulter, Inc. Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

item	Des	cription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta Ra
27.1	VALPROIC ACID REA 2000,R1 2X31ML, R2 Lot No. 1424 Expiry [2X17ML	OSR4G229	1	1	0.00	0.00	
	Freight Terms: PREP	AID AND ADD						
	Contract: 46065US							
	Shipped Via: FEDEX Waybill No: 70883564		1					
	1							
				;				
		ler. 26- 3821, option 1. 32- 3828 · eStore: www.beckmancoult	er.com/eStore					
١	Net Amount	Shipping & Handling	Insurance	Other C	harges	Sul	ototal	
	0.00	7.32		0.0	00	7	.32	
Customer file	es any cost reports or claims for i	eimbursement with federal or state accurately disclose and claim the	Tax %	Tax Ar	nount	Total	Amount	
ount of any		sold hereto in the fiscal year in which	.00	.0	_	USD	7.32	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 65 of 72

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95- 1040600 DUNS: 00-825-4708 NO: 5305448

Page: 1 of 1

Date: 2013/11/21

INVOICE

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Contract Number:

Customer Number: 4043

Attn: ACCOUNTS PAYABLE (ROVP)

48732US

16 GUION PL

Entered By:

Toni Stuesser

NEW ROCHELLE, NY 10801

Telephone No.: Fax No.:

(800) 526- 3821

(800) 232- 3828

Customer PO:

NR145168

PO Date:

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

NEW ROCHELLE NY 10801

United States

(5775)

(5775)

Payment Terms:

Net Due in 30 Days

Due Date:

2013/12/21

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire ABA # 043000261

item	Desc	ription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	R
1	LEASE Charge: AUTI for Period: Nov- 2013 S/N 40712037	ON MAX AX- 4280	800- 3500	1	1	2,111.22	2,111.22	
2	SERVICE AND MAIN	FENANCE	B30548	1	1	989.11	989.11	
							i	
	Thank you for your order. To re- order Clinical Diagr	nostic, including Flow Cytometry se: Call (800) 526- 3821 or Fax (80	D) 232- 3828.					
	Call (800) 742- 2345 or Fa	esearch products or supplies please ax (800) 643- 4366. tore: www.beckmancoulter.com/eSto			:			
١	Net Amount	Shipping & Handling	Insurance	Other C	harges	Su	btotal	
	3,100.33					3,1	00.33	
programs, C	ustomer shall fully and accurately	nbursement with federal or state health y disclose and claim the amount of any	Tax %	Tax Ar	nount	Tota	I Amount	
unt for any o	of the products sold hereto in the owing year, and otherwise strictly	fiscal year in which the discount is comply with any applicable federal or	.00	.0	o l	USD	3,100.33	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 67 of 72

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95-1040600 DUNS: 00-825-4708 NO: 5305674

Page: 1 of 1

Date: 2013/11/24

INVOICE

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Customer Number: 4043

Attn: ACCOUNTS PAYABLE

Contract Number:

23878US

16 GUION PL **NEW ROCHELLE, NY 10801** Entered By:

Toni Stuesser

Telephone No.:

(800) 526-3821

Fax No.:

(800) 232-3828

Customer PO:

NR147765

PO Date:

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Payment Terms: (5775)Due Date:

Net Due in 30 Days

16 GUION PL **United States**

2013/12/24

NEW ROCHELLE NY 10801

(5775)

Beckman Coulter, Inc.

Remit To:

Wire ABA # 043000261

Dept. CH 10164

PALATINE IL 60055-0164

United States

item	Desc	cription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta: Rat
1	LEASE Charge: TN, L Station for Period: Nov- 2013 S/N AM44419	H780 Analytical	723585	1	1	1,565.59	1,565.59	
2	LEASE Charge: TN, L for Period: Nov- 2013 S/N AM39216	H750 SLIDEMAKER	6605633	1	1	834.98	834.98	,
3	LEASE Charge: TN, L Station for Period: Nov- 2013 S/N AM41375	H780 Analytical	723585	1	1	1,565.59	1,565.59	(
4	SERVICE AND MAIN	ΓENANCE	A34861	1	1	942.28	942.28	
5	SERVICE AND MAIN	TENANCE	A34861	1	1	967.68	967.68	,
6	SERVICE AND MAIN	FENANCE	A00474	1	1	222.00	222.00	(
	products or supplies, plea To re- order Biomedical R Call (800) 742- 2345 or F	nostic, including Flow Cytometry se: Call (800) 526-3821 or Fax (80 esearch products or supplies please						
	Net Amount	Shipping & Handling	Insurance	Other C	harges	Su	btotal	
	6,098.12					6.0	98.12	
tomer files	any cost reports or claims for rein	nbursement with federal or state health y disclose and claim the amount of any	Tax %	Tax Ar	nount		Amount	
unt for any	of the products sold hereto in the lowing year, and otherwise strictly	fiscal year in which the discount is	.00	.0	, l	USD	6,098.12	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 69 of 72

250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822- 8000 Tel: 800- 526- 3821 FAX: 714- 223- 4100

FEIDN: 95- 1040600 DUNS: 00-825-4708 NO: 5306350

Page: 1 of 1

Date: 2013/12/05

INVOICE

Bill To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Contract Number: 46065US

Customer Number: 4043

(5775)

Entered By:

Toni Stuesser

Telephone No.: Fax No.:

(800) 526- 3821

(800) 232- 3828

Customer PO:

NR169533

PO Date:

Ship To: SOUND SHORE MEDICAL CENTER OF WESTCHESTER

16 GUION PL

16 GUION PL

NEW ROCHELLE NY 10801

Attn: Accounts Payable

NEW ROCHELLE, NY 10801

United States

(5775)

Payment Terms:

Net Due in 30 Days

Due Date:

2014/01/04

Remit To:

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire ABA # 043000261

Item	Des	cription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	
1	LEASE Charge: AU6 ANALYZER AU680 w for Period: Dec- 2013 S/N 2012041430		B12188	1	1	1,894.77	1,894.77	
2	LEASE Charge: AU6 ANALYZER AU680 w for Period: Dec- 2013 S/N 2012051468		B12188	1	1	1,894.77	1,894.77	
3	LEASE Charge: ACC ANALYZER for Period: Dec- 2013 S/N 507861	ESS 2 IMMUNOASSAY	81600N	1	1	979.53	979.53	
4	SERVICE AND MAIN	TENANCE	A90264	1	1	977.40	977.40	ĺ
5	SERVICE AND MAIN	TENANCE	A00102	1	1	742.47	742.47	
6	SERVICE AND MAIN	TENANCE	A90264	1	1	977.40	977.40	
	To re- order Biomedical I Call (800) 742- 2345 or F	nostic, including Flow Cytometry ase: Call (800) 526- 3821 or Fax (80 Research products or supplies please						
	Net Amount	Shipping & Handling	Insurance	Other C	harges	S	Subtotal	
	7,466.34				<u></u>	7	,466.34	
programs.	Customer shall fully and accurate	mbursement with federal or state health ly disclose and claim the amount of any	Tax %	Tax Ar	nount	Tot	tal Amount	
ount for any	of the products sold hereto in the flowing year, and otherwise strict	fiscal year in which the discount is	.00	.0	۸ ا	USD	7,466.34	

13-22840-rdd Doc 518-4 Filed 12/26/13 Entered 12/26/13 11:47:15 Exhibit Invoices Pg 71 of 72

BECKMAN COULTER 250 South Kraemer Blvd P.O. Box 8000 Brea CA 92822-8000

Tel: 800- 526- 3821 FAX: 714- 223- 4100 FEIDN: 95- 1040600 DUNS: 00- 825- 4708 INVOICE NO.: 7141749

Page: 1 of 1

Date: 2013/12/17

INVOICE

Order Number:

52436025

Customer Number: 2653834

Bill To: MONTEFIORE NEW ROCHELLE HOSPITAL INC

ACCOUNTS PAYABLE

200 CORPORATE BLVD S SUITE 175

YONKERS, NY 10701-6805

(6643862) Cus

Customer Authority:

Authority Phone:

Customer PO:

NR169533

PO Date: End User P.O.: 2013/12/16

Radioactive License:

F.O.B.:

CUSTOMER SITE

Freight Terms:

FREIGHT BILLED SEPARATELY

Ship To: MONTEFIORE NEW ROCHELLE HOSPITAL INC

16 GUION PL

NEW ROCHELLE NY 10801-5502

United States

(6643861)

Payment Terms: Due Date: Net Due in 30 Days

Due Date: 2014/01/16
Remit To: Beckman 0

Beckman Coulter, Inc.

Dept. CH 10164

PALATINE IL 60055-0164

United States

Wire: ABA # 043000261

Item	D	escription	Part Number	Quantity Ordered	Quantity Shipped	Unit Price Discount %	Value	Ta: Rat
						Discount 76		170
1	Meter Billing				1		11,467.04	١ ,
	_						·	
	_	GIGHT BILLED SEPARATELY						
	Contract: 46065US							
	Billing for instrumer 11/30/2013	nts AU680(S/N 2041430),AU680(S/	N 2051468) for th	e period from	11/05/2013 to			
	•							
						į		
	Thank you for your	order						
	Phone Orders: 800	- 526- 3821, option 1.						
)- 232- 3828 our eStore: www.beckmancoulter.c	om/eStore					
١	let Amount	Shipping & Handling	Insurance	Other C	harges	S	ubtotal	
	11,467.04					11	,467.04	
Customer file	s any cost reports or claims	for reimbursement with federal or state and accurately disclose and claim the	Tax %	Tax Ar	mount	Tot	al Amount	
wini wai a bio	diament for a second fully e	cts sold hereto in the fiscal year in which						