# Fill in this information to identify the case:

Debtor 1 Amory Regional Medical Center, Inc.

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE
Case number: 18–05675

FILED U.S. Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE

1/17/2019

MATTHEW T. LOUGHNEY, Clerk

# Official Form 410 Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach 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. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Clair	n			
1.Who is the current creditor?	Philips Healthcare			
	Name of the current creditor (the person or entity to be paid	for this claim)		
	Other names the creditor used with the debtor	_		
2.Has this claim been acquired from someone else?	<ul> <li>✓ No</li> <li>☐ Yes. From whom?</li> </ul>			
3.Where should notices and payments to the	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)		
creditor be sent?	Philips Healthcare	·		
Federal Rule of	Name	Name		
Bankruptcy Procedure (FRBP) 2002(g)	c/o Bruce J. Borrus Fox Rothschild LLP 1001 4th Ave. Suite 4500 Seattle, WA 98154			
	Contact phone 2066243600	Contact phone		
	Contact email bborrus@foxrothschild.com	Contact email		
	Uniform claim identifier for electronic payments in chapter	13 (if you use one):		
4.Does this claim amend one already filed?	<ul> <li>No</li> <li>Yes. Claim number on court claims registry (if known</li> </ul>	n) Filed on		
5 D		MM / DD / YYYY		
5.Do you know if anyone else has filed a proof of claim for this claim?	Yes. Who made the earlier filing?			
Official Form 410	Proof of Claim	page 1		

		ut the Claim as of the Date the	e Case Was Filed		
6.Do you have any number you use to identify the debtor?		No Yes. Last 4 digits of the debtor's acco	ount or any number you use	to identify the debtor:	9806
7.How much is the claim?	\$	94963.00 <b>Do</b>	<b>es this amount includ</b> No	e interest or other cha	arges?
			Yes. Attach statement other charges required	itemizing interest, fees, by Bankruptcy Rule 30	expenses, or 001(c)(2)(A).
8.What is the basis of the claim?	dea Ban	mples: Goods sold, money loan th, or credit card. Attach redacte kruptcy Rule 3001(c). it disclosing information that is e	ed copies of any docum	ents supporting the cla	im required by
	Me	dical equipment, goods, and ser	rvices. See attached inv	voices.	
9. Is all or part of the claim secured?		Yes. The claim is secured by a I <b>Nature of property:</b> □ Real estate. If the claim i	lien on property. is secured by the debto <i>im Attachment</i> (Official	r's principal residence, Form 410–A) with this	file a Mortgage Proof of Claim.
		Basis for perfection:			
		Attach redacted copies of doc interest (for example, a mortga document that shows the lien	age, lien, certificate of t	itle, financing statemen	on of a security it, or other
		Value of property:	\$		
		Amount of the claim that is secured:	\$		
		Amount of the claim that is unsecured:	\$	ùnsecured	f the secured and amounts should amount in line 7.)
		Amount necessary to cure a date of the petition:	any default as of the	\$	
		Annual Interest Rate (when a	case was filed)	%	
		<ul><li>☐ Fixed</li><li>☐ Variable</li></ul>			
10.Is this claim based on a lease?		No Yes. <b>Amount necessary to c</b>	ure any default as of	the date of the petitio	n.\$
11.Is this claim subject to a right of setoff?		No Yes. Identify the property:			
Official Form 410		Proof	of Claim		page 2

11 U.S.C. § 507(a)?		Yes. Check all tha	t apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example,		Domestic suppor under 11 U.S.C.	rt obligations (including alimony and child support) § 507(a)(1)(A) or (a)(1)(B).	\$
in some categories, the law limits the amount entitled to priority.	,	Up to \$2,850* of property or servic U.S.C. § 507(a)(	deposits toward purchase, lease, or rental of ces for personal, family, or household use. 11 7).	\$
		Wages, salaries, 180 days before	or commissions (up to \$12,850*) earned within the bankruptcy petition is filed or the debtor's vhichever is earlier. 11 U.S.C. § 507(a)(4).	\$
			es owed to governmental units. 11 U.S.C. §	\$
		Contributions to	an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
		□ Other. Specify su	ubsection of 11 U.S.C. § 507(a)(_) that applies	\$
		* Amounts are subject to of adjustment.	o adjustment on 4/01/19 and every 3 years after that for case	es begun on or after the date
Part 3: Sign Below				
sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.	I under the an I have and co I decla Exect	I am the trustee, or I am a guarantor, su erstand that an authorize nount of the claim, the c e examined the informati prrect. are under penalty of perj cuted on date Christopher Edgerton ture the name of the per	DX:         attorney or authorized agent.         the debtor, or their authorized agent. Bankruptcy Rul         urety, endorser, or other codebtor. Bankruptcy Rul         ed signature on this Proof of Claim serves as an acknowledge         reditor gave the debtor credit for any payments received tow         on in this Proof of Claim and have a reasonable belief that the         jury that the foregoing is true and correct.         1/17/2019         MM / DD / YYYY         rson who is completing and signing this claim:         Christopher Edgerton	e 3005. ment that when calculating ard the debt.
	Title		First name Middle name Last name Senior Credit Risk Manager	
	Com	pany	Philips Global Business Services, North America	
	Addr	ress	Identify the corporate servicer as the company if the au 511 Union Street, Suite 900	thorized agent is a servicer
			Number Street Nashville, TN 37219	
	Cont	act phone	City State ZIP Code Email	

Official Form 410

Proof of Claim

94029806 Amory Regional-Gilmore Memorial Hospital

# Contracts

42406121/42406121 Add/4220946/42288825/419084117

Invoices

76079438	\$ 5,447.72
76080764	\$ 5,447.72
76081365	\$ 5,447.72
76082475	\$ 5,447.72
76083811	\$ 5,447.72
935762737	\$ 7,235.34
935764129	\$ 7,235.34
935772757	\$ 946.95
935804055	\$ 946.95
935920236	\$ 7,235.34
935952457	\$ 946.95
936061800	\$ 7,235.34
936100259	\$ 946.95
936215822	\$ 7,235.34
936257832	\$ 946.95
936395764	\$ 7,235.34
936437165	\$ 946.95
936569854	\$ 7,235.34
936610250	\$ 946.95
936744140	\$ 7,235.34
936791099	\$ 946.95
936866552	\$ 269.00
936977818	\$ 946.95
937068996	\$ 946.95
937090959	\$ 103.18
	\$ 94,963.00

Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 1



INVOICE AMOUNT \$5,447.72

DATE	PAGE
12/18/2017	1/1
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PURCHASE ORDER NUMBER 854-5954499

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

BILL TO: 94029806 GILMORE MEMORIAL HOSPITAL 1105 EARL FRYE BLVD AMORY MS 38821-5500

ATTN: ACCOUNTS PAYABLE DEPT

Description		Billing Start Date	Billing End Date	Total
"Service Contract" See attachment for details		01/01/2018	01/31/2018	5,091.33
STATE SALES TAX	\$356.39	SUB TOTAL		\$5,091.33
COUNTY TAX	\$0.00	TOTAL SALES TAX		\$356.39
	\$0.00	TOTAL AMOUN	Γ OF THIS INVOICE	\$5,447.72
DISTRICT TAX	\$0.00			

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

# **PAYMENT DUE: Within 30 Days Due Net** ACH / EFT INSTRUCTIONS

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA # 1110-0001-2 ACCT # 3750202223 **REMIT FAX: 425-482-8856** 

Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 2



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## SERVICE INVOICE

**INVOICE AMOUNT** \$5,447.72

DATE	PAGE
01/16/2018	1/1
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PURCHASE ORDER NUMBER 854-5954499

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

BILL TO: 94029806 GILMORE MEMORIAL HOSPITAL 1105 EARL FRYE BLVD AMORY MS 38821-5500

ATTN: ACCOUNTS PAYABLE DEPT

Description	Billing Start Date	Billing End Date	Total
"Service Contract" See attachment for details	02/01/2018	02/28/2018	5,091.33
STATE SALES TAX \$356.39	SUB TOTAL		\$5,091.33
COUNTY TAX \$0.00			\$356.39
CITY TAX         \$0.00           DISTRICT TAX         \$0.00		Γ OF THIS INVOICE	\$5,447.72

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Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 3



INVOICE AMOUNT \$5,447.72

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PURCHASE ORDER NUMBER 854-5954499

REMIT TO: PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

BILL TO: 94029806 GILMORE MEMORIAL HOSPITAL 1105 EARL FRYE BLVD AMORY MS 38821-5500

ATTN: ACCOUNTS PAYABLE DEPT

	Description	Billing Start Date	Billing End Date	Total
"Service Contract" See attachment for details		03/01/2018	03/31/2018	5,091.33
	9-0-			
STATE SALES TAX	\$356.39	SUB TOTAL		\$5,091.33
COUNTY TAX	\$0.00	TOTAL SALES TAX		\$356.39
CITY TAX DISTRICT TAX	\$0.00 \$0.00	TOTAL AMOUNT	F OF THIS INVOICE	\$5,447.72

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Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 4

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**INVOICE AMOUNT** \$5,447.72

DATE	PAGE
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PURCHASE ORDER NUMBER 854-5954499

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

BILL TO: 94029806 GILMORE MEMORIAL HOSPITAL 1105 EARL FRYE BLVD AMORY MS 38821-5500

ATTN: ACCOUNTS PAYABLE DEPT

Description		Billing Start Date	Billing End Date	Total
"Service Contract" See attachment for details		04/01/2018	04/30/2018	5,091.33
STATE SALES TAX \$	356.39	SUB TOTAL	<u> </u>	\$5,091.33
COUNTY TAX	\$0.00	TOTAL SALES TAX		\$356.39
CITY TAX	\$0.00	TOTAL AMOUN	Γ OF THIS INVOICE	\$5,447.72
DISTRICT TAX	\$0.00	1 O LINE IMAGOUR		<i>4   • • • • • • • • • • • • • • • • • • </i>

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BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA # 1110-0001-2 ACCT # 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 5



**INVOICE AMOUNT** \$5,447.72

INVOICE NO.	DATE	PAGE
76083811	04/06/2018	1/1

PURCHASE ORDER NUMBER 854-5954499

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

BILL TO: 94029806 GILMORE MEMORIAL HOSPITAL 1105 EARL FRYE BLVD AMORY MS 38821-5500

ATTN: ACCOUNTS PAYABLE DEPT

Descriptio	)n	Billing Start Date	Billing End Date	Total
"Service Contract" See attachment for details		05/01/2018	05/31/2018	5,091.33
STATE SALES TAX	\$356.39	SUB TOTAL		\$5,091.33
COUNTY TAX	\$0.00	TOTAL SALES TAX		\$356.39
	\$0.00			
DISTRICT TAX	\$0.00	- TOTAL AMOUNT	\$5,447.72	

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Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 6

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$7,235.34

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

DATE PAGE **INVOICE NO.** 11/30/2017 1/1 935762737 CONTRACT NO. 42288825

PURCHASE ORDER NUMBER N/A

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

# FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		726		\$324,576.00

TEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	65873900	310254	Service Agreement Protection Ingenuity Core	11/30/2017 - 12/30/2017	6,762.00
STATE	SALES TAX		\$473.34	SUB TOTAL	\$6,762.00
	TY SALES TAX		\$0.00		
CITY 1			\$0.00	TOTAL SALES TAX	\$473.34
DISTR	ICT TAX		\$0.00		

## TOTAL AMOUNT OF THIS INVOICE

\$7,235.34

# **PAYMENT DUE:** Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 **REMIT FAX: 425-482-8856** 

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Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$7,235.34

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

DATE PAGE **INVOICE NO.** 935764129 12/01/2017 | 1 / 1

> CONTRACT NO. 42288825

PURCHASE ORDER NUMBER

N/A

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

# FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		726		\$324,576.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	65873900	310254	Service Agreement Protection Ingenuity Core	12/31/2017 - 01/30/2018	6,762.00
	SALES TAX TY SALES TAX TAX		\$473.34 \$0.00 \$0.00	 SUB TOTAL	\$6,762.00 \$473.34
	TAX ICT TAX		\$0.00 \$0.00	 TOTAL SALES TAX	\$473

### TOTAL AMOUNT OF THIS INVOICE

\$7,235.34

# PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 **REMIT FAX: 425-482-8856** 

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Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1

Philips Healthcare

# BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$946.95

Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SHIP TO: 94029806

PAGE **INVOICE NO.** DATE 935772757 12/02/2017 1 / 1

> CONTRACT NO. 42290946

PURCHASE ORDER NUMBER NA

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

# FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		653		\$42,480.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	45683772	02XL8D	Service Agreement Value iE33 Ultrasound System	12/07/2017 - 01/06/2018	885.00
COUN	SALES TAX		\$61.95 \$0.00	SUB TOTAL	\$885.00
CITY T			\$0.00	TOTAL SALES TAX	\$61.95
DISTR	ICT TAX		\$0.00		······

## TOTAL AMOUNT OF THIS INVOICE

\$946.95

PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

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# SERVICE INVOICE REPRINT

## **INVOICE AMOUNT**

\$946.95

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

935804055 12/08/2017 1 / 1 CONTRACT NO. 42290946 PURCHASE ORDER NUMBER NA

DATE

PAGE

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

**INVOICE NO.** 

### ATTN: ACCOUNTS PAYABLE DEPT

### FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* INFORMATION SEE BELOW

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		653		\$42,480.00

TEM NO,	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	45683772	02XL8D	Service Agreement Value iE33 Ultrasound System	01/07/2018 - 02/06/2018	885.00
STATE	SALES TAX		\$61.95	SUB TOTAL	\$885.00
	TY SALES TAX		\$0.00		\$665.00
CITY T			\$0.00		<b><b><b><b></b></b></b></b>
DISTRICT TAX			\$0.00	TOTAL SALES TAX	\$61.95

### TOTAL AMOUNT OF THIS INVOICE

\$946.95

# PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

**BANK OF AMERICA** 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 **REMIT FAX: 425-482-8856** 

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

# BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$7,235.34

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

42288825 PURCHASE ORDER NUMBER N/A

DATE

CONTRACT NO.

01/03/2018 1 / 1

PAGE

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

**INVOICE NO.** 

935920236

### ATTN: ACCOUNTS PAYABLE DEPT

## **FEDERAL TAX ID#: 13-3429115**

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		726		\$324,576.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	65873900	310254	Service Agreement Protection Ingenuity Core	01/31/2018 - 02/27/2018	6,762.00
COUN CITY T	SALES TAX TY SALES TAX TAX ICT TAX		\$473.34 \$0.00 \$0.00 \$0.00	SUB TOTAL TOTAL SALES TAX	\$6,762.00

# TOTAL AMOUNT OF THIS INVOICE

\$7,235.34

# PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

**BANK OF AMERICA** 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 **REMIT FAX: 425-482-8856** 

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

## **INVOICE AMOUNT**

\$946.95

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

**INVOICE NO.** PAGE DATE 01/09/2018 1 / 1 935952457 CONTRACT NO. 42290946

PURCHASE ORDER NUMBER NA

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

## ATTN: ACCOUNTS PAYABLE DEPT

### FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* INFORMATION SEE BELOW

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
· · · · · · · · · · · · · · · · · · ·		653		\$42,480.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	45683772	02XL8D	Service Agreement Value iE33 Ultrasound System	02/07/2018 - 03/06/2018	885.00
	SALES TAX		\$61.95	SUB TOTAL	\$885.00
COUN CITY T	TY SALES TAX	ALES TAX \$0.00 \$0.00			
	ICT TAX		\$0.00	TOTAL SALES TAX	\$61.95

# **TOTAL AMOUNT OF THIS INVOICE**

\$946.95

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**BANK OF AMERICA** 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

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\$7,235.34

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

PURCHASE ORDER NUMBER N/A **REMIT TO:** 

DATE

CONTRACT NO.

42288825

01/30/2018 1/1

PAGE

PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

**INVOICE NO.** 

936061800

### ATTN: ACCOUNTS PAYABLE DEPT

## FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA REPRESENTATIVE	CUSTOMER CONTACT	REGION	TOTAL CONTRACT AMOUNT
		726	\$324,576.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	65873900	310254	Service Agreement Protection Ingenuity Core	02/28/2018 - 03/30/2018	6,762.00
STATE	SALES TAX		\$473.34	SUB TOTAL	\$6,762.00
COUNT	TY SALES TAX		\$0.00		
CITY T		\$0.00		TOTAL SALES TAX	\$473.34
DISTRI	ICT TAX		\$0.00	T OF THIS INVOICE	\$7 735 34

## TOTAL AMOUNT OF THIS INVOICE

\$7,235.34

**PAYMENT DUE:** Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$946.95

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

PAGE **INVOICE NO.** DATE 02/06/2018 1/1 936100259 CONTRACT NO. 42290946

PURCHASE ORDER NUMBER

NA

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

# FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		653		\$42,480.00

TEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
0	45683772	02XL8D	Service Agreement Value iE33 Ultrasound System	03/07/2018 - 04/06/2018	885.00
	SALES TAX		\$61.95	SUB TOTAL	\$885.00
COUNTY SALES TAX CITY TAX DISTRICT TAX			\$0.00 \$0.00		
			\$0.00	TOTAL SALES TAX	\$61.95

### TOTAL AMOUNT OF THIS INVOICE

\$946.95

# **PAYMENT DUE:** Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

**BANK OF AMERICA** 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$7,235.34

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

**INVOICE NO.** DATE PAGE 03/01/2018 1 / 1 936215822 CONTRACT NO.

42288825

PURCHASE ORDER NUMBER N/A

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

#### ATTN: ACCOUNTS PAYABLE DEPT

## FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		726		\$324,576.00

TEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	65873900	310254	Service Agreement Protection Ingenuity Core	03/31/2018 - 04/29/2018	6,762.00
STATE	SALES TAX		\$473.34	SUB TOTAL	\$6,762.00
	<b>FY SALES TAX</b>		\$0.00		
CITY T			\$0.00	TOTAL SALES TAX	\$473.34
DISTR	ICT TAX		\$0.00	UNT OF THIS INVOICE	\$7 235 34

### TOTAL AMOUNT OF THIS INVOICE

\$7,235.34

# PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500 SERVICE INVOICE REPRINT

## **INVOICE AMOUNT**

\$946.95

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

PURCHASE ORDER NUMBER

NA	
1 42 1	

REMIT TO: PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

# FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* INFORMATION SEE BELOW

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO,	CONTRACT AMOUNT
		653		\$42,480.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL	
10	45683772	02XL8D	Service Agreement Value iE33 Ultrasound System	04/07/2018 - 05/06/2018		
STATE SALES TAX			\$61.95	SUB TOTAL	\$885.00	
	TY SALES TAX		\$0.00 \$0.00			
CITY T	AX ICT TAX		\$0.00	TOTAL SALES TAX	\$61.95	

# TOTAL AMOUNT OF THIS INVOICE

\$946.95

PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756 ACH/EFT INSTRUCTIONS

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Filed 01/17/19 Desc Attachment 1

Page 16

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$7,235.34

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

DATE PAGE **INVOICE NO.** 936395764 03/31/2018 1/1 CONTRACT NO. 42288825

PURCHASE ORDER NUMBER N/A

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

# FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		726		\$324,576.00

TEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	65873900	310254	Service Agreement Protection Ingenuity Core	04/30/2018 - 05/30/2018	6,762.00
STATE	SALES TAX		\$473.34	SUB TOTAL	\$6,762.00
COUN	<b>FY SALES TAX</b>		\$0.00		
CITY T	'AX		\$0.00	TOTAL SALES TAX	\$473.34
DISTR	ICT TAX		\$0.00		

# TOTAL AMOUNT OF THIS INVOICE

\$7,235.34

# **PAYMENT DUE:** Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

**BANK OF AMERICA** 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30



Philips Healthcare

BILL TO: 94029806

1105 Earl Frye Blvd

Gilmore Memorial Hospital

AMORY MS 38821-5500

# SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$946.95

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

**INVOICE NO.** DATE PAGE 936437165 04/07/2018 1 / 1 CONTRACT NO.

42290946

PURCHASE ORDER NUMBER NA

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

### FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		653		\$42,480.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL	
10	45683772	02XL8D	Service Agreement Value iE33 Ultrasound System	05/07/2018 - 06/06/2018	885.00	
	SALES TAX		\$61.95 \$0.00	SUB TOTAL	\$885.00	
CITY 7			\$0.00	TOTAL SALES TAX	\$61.95	
DISTRICT TAX			\$0.00		ψ01.95	

# TOTAL AMOUNT OF THIS INVOICE

\$946.95

# PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 **REMIT FAX: 425-482-8856** 

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

### **INVOICE AMOUNT**

\$7,235.34

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

**INVOICE NO.** DATE PAGE 05/01/2018 1/1 936569854 CONTRACT NO. 42288825 PURCHASE ORDER NUMBER N/A

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

### FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* INFORMATION SEE BELOW

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		726		\$324,576.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	65873900	310254	Service Agreement Protection Ingenuity Core	05/31/2018 - 06/29/2018	6,762.00
STATE	E SALES TAX		\$473.34	SUB TOTAL	\$6,762.00
COUN	TY SALES TAX		\$0.00		<i> </i>
CITY TAX DISTRICT TAX		\$0.00		TOTAL SALES TAX	\$473.34
			\$0.00	IUTAL SALES TAX	\$4/3.34

### TOTAL AMOUNT OF THIS INVOICE

\$7,235.34

PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

**ACH/EFT INSTRUCTIONS** 

**BANK OF AMERICA** 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

# SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$946.95

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

PURCHASE ORDER NUMBER NA **REMIT TO:** PHILIPS HEALTHCARE

**INVOICE NO.** 

936610250

DATE

CONTRACT NO.

42290946

05/08/2018 1/1

PAGE

PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

# FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		653		\$42,480.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	45683772	02XL8D	Service Agreement Value iE33 Ultrasound System	06/07/2018 - 07/06/2018	885.00
	SALES TAX		\$61.95 \$0.00	SUB TOTAL	\$885.00
CITY T	TY SALES TAX		\$0.00	TOTAL SALES TAX	\$61.95
DISTRI	CT TAX		\$0.00	TOTAL SALES TAX	\$01.95

# TOTAL AMOUNT OF THIS INVOICE

\$946.95

# **PAYMENT DUE:** Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 **REMIT FAX: 425-482-8856** 

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

# **INVOICE AMOUNT**

\$7,235.34

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

PURCHASE ORDER NUMBER N/A **REMIT TO:** 

DATE

CONTRACT NO.

42288825

05/31/2018 1/1

PAGE

PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

**INVOICE NO.** 

936744140

#### ATTN: ACCOUNTS PAYABLE DEPT

## FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA REPRESENTATIVE	CUSTOMER CONTACT	REGION	TOTAL CONTRACT AMOUNT
		726	\$324,576.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL	
10	65873900	310254	Service Agreement Protection Ingenuity Core	06/30/2018 - 07/30/2018	6,762.00	
STATE	SALES TAX		\$473.34	SUB TOTAL	\$6,762.00	
	TY SALES TAX		\$0.00		ψ0,702.00	
CITY T	AX	P. 14	\$0.00	TOTAL CALES TAX	\$473.34	
DISTRICT TAX			\$0.00	TOTAL SALES TAX	\$473.34	

# TOTAL AMOUNT OF THIS INVOICE

\$7,235.34

# PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

**BANK OF AMERICA** 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

## **INVOICE AMOUNT**

\$946.95

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

DATE PAGE **INVOICE NO.** 936791099 06/07/2018 1 / 1

> CONTRACT NO. 42290946

**PURCHASE ORDER NUMBER** NA

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

### ATTN: ACCOUNTS PAYABLE DEPT

### FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA	CUSTOMER	REGION	CUSTOMER	TOTAL
REPRESENTATIVE	CONTACT		TELE NO.	CONTRACT AMOUNT
		653		\$42,480.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
10	45683772	02XL8D	Service Agreement Value iE33 Ultrasound System	07/07/2018 - 08/06/2018	885.00
	SALES TAX		\$61.95 \$0.00	SUB TOTAL	\$885.00
CITY T	TY TAX         \$0.00           STRICT TAX         \$0.00		TOTAL SALES TAX	\$61.95	

## TOTAL AMOUNT OF THIS INVOICE

\$946.95

# PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

**BANK OF AMERICA** 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 **REMIT FAX: 425-482-8856** 

Case 3:18-bk-05675 Claim 50-1 Part 2

of 30

### Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital PO Box 459 AMORY MS 38821

## ATTN: ACCOUNTS PAYABLE DEPT

# SERVICE INVOICE REPRINT

# **INVOICE AMOUNT** \$269.00

SHIP TO: 94029806 Gilmore Memorial Hospital PO#01130/Receiving 1105 Earl Frye Blvd AMORY MS 38821-5500

INVOICE NO.	DATE	PAGE
936866552	06/20/2018	1/1
STANDAR	D ORDER NO	).
125	104555	
PURCHASE	ORDER NUM	BER
0	1130	

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

## FEDERAL TAX ID#: 13-3429115

### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

DIRECT PART SALES	CUSTOMER CONTACT	REGION	CUSTOMER TELE NO.	SITE NO
		SB1		66964889

LINE NO.	DATE	PRODUCT DESCRIPTION	Q	TY UN PRI		TOTAL
10	06/21/2018	SS MECHASY pump/valve NIBP		1.00	259.00	259.00
		453564020461				
		Made in: China				
		We at Philips appreciate your business. If you part(s) ordered on this invoice, please call Cu 800-722-9377 for approval. All part returns r valid Return Authorization (RA) number to t Philips may deny RA request made 30 days a For unused returns, credits are subject to rest (unopened - quality seal intact) or 35% (open of the purchase price with a minimum restoch reference the attached Terms and Conditions	stomer Support at nust be accompanied by a be eligible for credit and fter the order date. bocking fees of 25% led - quality seal broken) king fee of \$75. Please			
STATE S	ALES TAX	\$0.00	SUB TOTAL			\$259.00
COUNTY	TAX	\$0.00	SHIPPING & HANDLING	GCHARGES		\$10.00
CITY TA	x	\$0.00		c chi incolo		\$0.00
The second second	TTAX	\$0.00	IUTAL SALES TAX	TOTAL SALES TAX		

# TOTAL AMOUNT OF THIS INVOICE

\$269.00

### **PAYMENT DUE:** Within 30 Days Due Net ACH/EFT INSTRUCTIONS

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: JUAN G. 1-800-456-9756

BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 REMIT FAX: 425-482-8856

Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 23

#### **Philips Healthcare North America**

### DEMAND SERVICE TERMS AND CONDITIONS

Philips Healthcare, a Division of Philips Electronics North America Corporation (Philips) will provide maintenance, calibration, repair, upgrades, and other quoted service (Services) on the medical imaging, monitoring and related equipment owned or operated by Customer (Equipment), along with replacement of certain parts, assemblies and accessories, and LifeCycle Solutions all as requested by Customer, solely upon the terms and conditions stated herein. Customer's acceptance of the Services constitutes its agreement of these terms

#### and conditions.

1. SERVICE The Services will be performed during Service Coverage hours at Philips standard prices in effect as of the date of service. At Philips discretion, replacement parts may be provided on an exchange (refurbished) or new part basis. Replaced parts become Philips property.

2 EXCLUSIONS a. The Services do not include: (i) servicing or replacing components of the Equipment other than those parts listed in this agreement; (ii) servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infections substances; (iii) the failure of anyone other than Philips subcontractor or Philips to comply with Philips written instructions or recommendations; (iv) any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips; (v) any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips subcontractor or Philips; (vi) damage caused by an external source, regardless of nature; (vii) neglect or misuse of the Equipment. b. The Services do not include, unless specifically quoted by Philips: (i) providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment; (ii) any cost of materials, supplies, parts or labor supplied by any party other than Philips subcontractors; (iii) the cost of consumable materials, including but not limited to cushions, knee supports, pads magnetic media, cryogens, PET calibration sources, film or other supply items, unless specifically included in this Agreement; (iv) the cost of factory reconditioning; (v) providing software updates, back-up copies of software, or the programming of custom code.

3. COVERAGE Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rate for out-of-hours service of this type in effect for hourly service customers with similar Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips standards for business expense reimbursement of Philips employees.

4. CUSTOMER RESPONSIBILITIES As a condition to Philips undertaking to provide Services, Customer will: (i) assure the Equipment Site is in a clean and sanitary condition and that the Equipment has been cleaned and decontaminated after contact with blood or other potentially infectious material; (ii) dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment; (iii) maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; (iv) operate the Equipment in accordance with the published manufacturer's operating instructions; (v) provide Philips service personnel full and free access to the Equipment at the scheduled service time. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

5 PAYMENT The total charge, plus applicable tax, will be due thirty (30) days from the date of Philips invoice, except as otherwise stated in the applicable Philips quotation. The total charge will be the sum of all parts, assemblies, accessories, consumables, transportation, special handling, on-site labor, travel time, travel expense, and other chargeable Services. Customer will pay interest on any amount not paid when due at the maximum rate permitted by applicable law.

6 EXCUSABLE DELAYS Philips is excused from performing the Services when Philips delay or failure to perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or Equipment being contaminated with blood or other potentially infectious material. 7. PAYMENT DEFAULT In the event of Customer's failure to pay any amount due within 10 days of when payment is due, Philips may, at its option, (i) withhold performance hereunder or under any other agreements with Customer until a reasonable time after all defaults have been cured (ii) declare all sums due and to become due, to be immediately due and payable hereunder and under such other agreements, (iii) commence collection activities for all sums due or to become due hereunder, all at Customer's expense, including but not limited to costs and expenses of collection, collection agency fees, and reasonable attorney's fees, and (iv) pursue any other

WARRANTY Philips warrants that parts installed and labor performed by Philips will be free from defects in material and workmanship. Diagnostic Imaging Equipment parts are warranted for ninety (90) days from the date of installation if the parts are installed by Philips or Philips Subcontractors or thirty (30) days from delivery if the parts are not installed by Philips. Monitoring and medical IT equipment parts are warranted for ninety (90) days from the date of delivery. Replacement parts may contain refurbished components. If such components are used, they will be warranted as new. Glassware is covered under separate Warranties. Adjustment of claims under a parts warranty will result only in replacement of that part. Parts cannot be returned for credit only. Parts failures that result from improper installation or service procedures or any other external factors will not be covered under this warranty. Philips obligations are limited, at Philips option, to the repair or the replacement of the part or a portion thereof, or to a refund of a portion of the price paid by Customer. If Philips determines that any parts or labor fail to meet the foregoing warranties, Philips shall correct any such failure, at its sole option either: (a) by repairing any defective or damaged part and furnishing the necessary labor to resolve any problems directly associated with the service work performed by Philips, or (b) for parts not installed by Philips, by making available at the place of installation any necessary repaired, exchange or replacement parts or assemblies. This warranty will not apply to defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the Equipment other than in accordance with Philips applicable Equipment specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the Equipment; or, to viruses or similar software interference resulting from the connection of the Equipment to a network. Philips does not provide a warranty for third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips only obligations and Customer's sole and

9. WARRANTY DISCLAIMER Any warranties applicable to labor or replacement parts provided in connection with the Services are described herein. EXCEPT AS EXPRESSLY SETFORTH HEREIN, PHILIPS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND No warranty of Merchantability or fitness for a particular purpose applies to anything provided by PHILIPS SUBCONTRACTOR OR PHILIPS. 10. PARTS RETURN All parts must have a return authorization (RA) before a return will be accepted. Returns

10. PARTS RELOKIVATION TO BE UNDER THE INTERNATION AND A CONTRACT OF A CONTRACT OF

11. LIMITATIONS OF REMEDIES AND DAMAGES Philips total liability, if any, and Customer's exclusive remedy with respect to the Services and Philips performance hereunder is limited to an amount not to exceed the price paid for the part or service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED HEREUNDER.

12. PROPRIETARY SERVICE MATERIALS In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver to the Equipment site and use certain proprietary service materials (including software, diagnostic tools and written or electronic documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Equipment site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property by anyone other than Philips personnel is prohibited. Customer consents to Philips removal of all or any part of this property at any time.

13. THIRD PARTY MANAGEMENT If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like (Third Party Organization) for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, Customer agrees that the services provided by Philips are subject solely to the terms and conditions set forth herein, and that Customer guarantees the payment of all monies due or that may become due in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer have made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer Such Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer except as set forth herein. To the extent that the parts and services Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer and end due to Third Party Organization, Customer except as set forth herein. To the extent that the parts and services on demand.

14. TAXES Customer will not be obligated to pay any federal, state or local tax imposed upon or measured by Philips net income. Any other applicable tax will be invoiced to and payable by Customer, along with the total charge in accordance with the payment terms set forth herein, unless Philips receives a tax exemption certificate from Customer which is acceptable to the taxing authorities.

15. INDEPENDENT CONTRACTOR Philips is customer's independent contractor. Philips employees are under Philips exclusive direction and control. Philips subcontractor's employees are under Philips subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips employees or Philips subcontractors or any of their employees as Customer employees, agents, joint ventures or partners.

16. RECORD RETENTION AND ACCESS If Section 1861 (v) (1) (I) of the Social Security Act applies to the Services, Subsections (i) and (ii) of that Sections are made a part of these terms. In such an event, Philips agrees to retain and make available, and to insert the requisite clause in each applicable subcontract requiring Philips subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.

17. PRIVACY In the course of providing the Services to Customer, it is necessary for Philips to have access to, view and/or download computer files from the Equipment that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, medical record number) and non-health information (e.g. date of birth, gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

18. SUBCONTRACTORS AND ASSIGNMENTS Philips may subcontract to service contractors of Philips choice any of Philips service obligations to Customer. No such subcontract will release Philips from those obligations to Customer. Customer may not assign its rights hereunder or the responsibility for payments due without Philips prior express written consent.

19. SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW Customer's obligation to pay any money due to Philips in connection with the Services shall continue until Philips has received all such amounts. All of Philips rights, privileges and remedies with respect to the Services will continue in full force and effect. Philips failure to enforce any provision of these terms is not a waiver of that provision or of Philips right to later enforce each and every provision. If any part of these terms is found to be invalid, the remaining part will be effective. The law of the state of New York will govern any interpretation of these terms and any dispute between Philips and Customer without regard to the principles of choice of law.

20. ENTIRE AGREEMENT These terms constitute the entire understanding of the parties and supersede all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated herein. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will apply to the Services or modify these terms.

21. AUTHORITY TO EXECUTE In executing this Service, the parties hereto acknowledge that they have read each of these terms and conditions hereof on behalf of their respective interests, that they know and understand the same, and have requested the services with the express authority to do so.

Page 24

exclusive remedy for breach of this warranty Case 3:18-DK-05675 Claim 50-1 Part 2

art 2 Filed 01/17/19 Desc Attachment 1 of 30

Philips Healthcare

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

SERVICE INVOICE REPRINT

**INVOICE AMOUNT** 

\$946.95

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

INVOICE NO.	DATE	PAGE
936977818	07/10/2018	1/1
CON	TRACT NO.	
422	90946	
PURCHASE	ORDER NUM	BER
	NA	

**REMIT TO:** PHILIPS HEALTHCARE PO Box 100355 ATLANTA GA 30384-0355

## ATTN: ACCOUNTS PAYABLE DEPT

# FEDERAL TAX ID#: 13-3429115

#### \*\*\*\*FOR ADDITIONAL REMIT TO\*\*\*\* **INFORMATION SEE BELOW**

PMSNA REPRESENTATIVE	CUSTOMER CONTACT	REGION	TOTAL CONTRACT AMOUNT
		653	\$42,480.00

ITEM NO.	SITE NUMBER	S/N	PRODUCT DESCRIPTION	DATES OF COVERAGE	TOTAL
0	45683772	02XL8D	Service Agreement Value iE33 Ultrasound System	08/07/2018 - 09/06/2018	885.00
	SALES TAX			SUB TOTAL	\$885.00
			and the second sec		
				TOTAL SALES TAX	\$61.95
COUN CITY 1	FY SALES TAX		\$61.95 \$0.00 \$0.00 \$0.00	SUB TOTAL TOTAL SALES TAX	

### TOTAL AMOUNT OF THIS INVOICE

\$946.95

# PAYMENT DUE: Within 30 Days Due Net

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Juan G. 1-800-456-9756

ACH/EFT INSTRUCTIONS

**BANK OF AMERICA** 1850 GATEWAY BLVD. CONCORD, CA 94520 ABA# 1110-0001-2 ACCT# 3750202223 **REMIT FAX: 425-482-8856** 

Case 3:18-bk-05675 Claim 50-1 Part 2

# **PHILIPS** Philips Healthcare

# SERVICE INVOICE REPRINT

 INVOICE NO.
 DATE
 PAGE

 937068996
 07/26/2018
 1 / 1

 SERVICE ORDER NO. / CASE NO.
 48115360
 / 0111117136

PURCHASE ORDER NO.

01286

# INVOICE AMOUNT

1,949.00

FEDERAL TAX ID# 13-3429115

BILL TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

ATTN: ACCOUNTS PAYABLE DEPT

SHIP TO: 94029806 Gilmore Memorial Hospital 1105 Earl Frye Blvd AMORY MS 38821-5500

REMIT TO: PHILIPS HEALTHCARE PO BOX 100355 ATLANTA GA 30384-0355

\*\*\* FOR ADDITIONAL REMIT TO\*\*\* SEE BELOW INFORMATION

REQUES Mike Ada	STOR(CUSTO ams	MER)		J <b>STOMER TELE NO.</b> 22566282	REGION US-S6-1L		CONTRACT TYPE CONTRACT & CONTRACT TYPE CONTRACT N/A				EXP DATE N/A	
SI 3533	ГЕ NUMBER 1265			ESCRIPTION gns VM6 IBP Exchange	SI US63504		Caller	REPORTED PROBLEM er reports that the unit has an nbp				
FIELI	D SERVICE EN	IGR	SE	RVICE ACTIVITY	Imag. / Pa		DAMAGE CAUS ent Rec. / Acquisition Probl Wear-out / Breakage /			CAUSE akage / Me	ech Failure	
LINE NO.	ACTIVITY DATE		ODUC' SCRIP				(	QTY	UNIT	PRICE	TOTA	AL
10	07/12/201	45	MECI 356424 ade in:		Pnl w/o L	CD FS		1.00		221.00		221.00
20	07/12/201	45	356439	CA VM4-VM6-VM8 Main Board D5 FS 64399941 e in: China				1.00		948.00		948.00
30	07/12/201	8 Re	pair C	enter Labour				3.00		195.00		585.00
40	07/12/201	8 Re	epair Co	enter Labour				1.00		195.00		195.00
STATE S. COUNTY	ALES TAX		).00 ).00	PARTS SUB TOTAL			69.00	SUB '	TOTAL		\$	1,949.00
CITY TA			0.00	LABOR SUB TOTAL			80.00					<b>#0.00</b>
DISTRIC	· · · · · · · · · · · · · · · · · · ·		0.00	MISC CHARGES SUB TO	TAL		\$0.00	ТОТА	L SALES 1	TAX		\$0.00
customer Engineer. contract c	For contract cu	prior to stomers Philips	dispate requiring Healthc	h of a Field Service ng service outside of the are suggests that the	Ŀ	OTAL A					\$	1,949.00
contract c PHILIPS IF YOU I	ustomer establi HEALTHCAR	sh a star E APPR	iding PO	D for delivery of such serv ES YOUR BUSINESS. EASE CONTACT:	ice. P	AYMEN'	Τ: Ψ	Vithin 30	A B 18 C A A	e Net CH / EFT IN 850 GATEW / ONCORD / BA # 1110-00 CCT# 37502( EMIT FAX:	IERICA AY BLVD A 95420 001-2 02223	
C	Case 3:18-	bk-05	675	Claim 50-1 Part	2 File	ed 01/17 30	7/19	Desc	Attach	nment 1	Pag	e 26

### **Philips Healthcare North America**

### DEMAND SERVICE TERMS AND CONDITIONS

Philips Healthcare, a Division of Philips Electronics North America Corporation (Philips) will provide maintenance, calibration, repair, upgrades, and other quoted service (Services) on the medical imaging, monitoring and related equipment owned or operated by Customer (Equipment), along with replacement of certain parts, assemblies and accessories, and LifeCycle Solutions all as requested by Customer, solely upon the terms and conditions stated herein. Customer's acceptance of the Services constitutes its agreement of these terms

#### and conditions,

SERVICE The Services will be performed during Service Coverage hours at Philips standard prices in effect as of the date of service. At Philips discretion, replacement parts may be provided on an exchange (refurbished) or new part basis. Replaced parts become Philips property.

EXCLUSIONS a. The Services do not include: (i) servicing or replacing components of the Equipment other than those parts listed in this agreement; (ii) servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infections substances; (iii) the failure of anyone other than Philips subcontractor or Philips to comply with Philips written instructions or recommendations; (iv) any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips; (v) any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips subcontractor or Philips; (vi) damage caused by an external source, regardless of nature; (vii) neglect or misuse of remedy with respect to the Services and Philips performance hereunder is limited to an amount not to exceed the the Equipment. b. The Services do not include, unless specifically quoted by Philips: (i) providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment; (ii) any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips subcontractors; (iii) the cost of consumable materials, including but not limited to cushions, knee supports, pads magnetic media, cryogens, PET calibration sources, film or other supply items, unless specifically included in this Agreement; (iv) the cost of factory reconditioning; (v) providing software updates, back-up copies of software, or the programming of custom code.

COVERAGE Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rate for out-of-hours service of this type in effect for hourly service customers with similar Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips standards for business expense reimbursement of Philips employees

CUSTOMER RESPONSIBILITIES As a condition to Philips undertaking to provide Services, Customer 4 will: (i) assure the Equipment Site is in a clean and sanitary condition and that the Equipment has been cleaned and decontaminated after contact with blood or other potentially infectious material; (ii) dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment; (iii) maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; (iv) operate the Equipment in accordance with the published Organization or any payments Customer have made to the Third Party Organization. Philips has no contractual manufacturer's operating instructions; (v) make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions; (vi) provide Philips service personnel full and free access to the Equipment at the scheduled service time. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

PAYMENT The total charge, plus applicable tax, will be due thirty (30) days from the date of Philips invoice, except as otherwise stated in the applicable Philips quotation. The total charge will be the sum of all parts, assemblies, accessories, consumables, transportation, special handling, on-site labor, travel time, travel expense, and other chargeable Services. Customer will pay interest on any amount not paid when due at the maximum rate permitted by applicable law.

EXCUSABLE DELAYS Philips is excused from performing the Services when Philips delay or failure to 6 perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts of third parties acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or Equipment being contaminated with blood or other potentially infectious material.

PAYMENT DEFAULT In the event of Customer's failure to pay any amount due within 10 days of when 7 payment is due, Philips may, at its option, (i) withhold performance hereunder or under any other agreements with Customer until a reasonable time after all defaults have been cured (ii) declare all sums due and to become due, to be immediately due and payable hereunder and under such other agreements; (iii) commence collection activities for all sums due or to become due hereunder, all at Customer's expense, including but not limited to costs and expenses of collection, collection agency fees, and reasonable attorney's fees, and (iv) pursue any other remedies permitted by law

WARRANTY Philips warrants that parts installed and labor performed by Philips will be free from defects in material and workmanship. Diagnostic Imaging Equipment parts are warranted for ninety (90) days from the date of installation if the parts are installed by Philips or Philips Subcontractors or thirty (30) days from delivery if the parts are not installed by Philips. Monitoring and medical IT equipment parts are warranted for ninety (90) days from the date of delivery. Replacement parts may contain refurbished components. If such components are used, they will be warranted as new. Glassware is covered under separate Warranties. Adjustment of claims under a parts warranty will result only in replacement of that part. Parts cannot be returned for credit only. Parts failures to Philips in connection with the Services shall continue until Philips has received all such amounts. All of Philips that result from improper installation or service procedures or any other external factors will not be covered under this warranty. Philips obligations are limited, at Philips option, to the repair or the replacement of the part or a portion thereof, or to a refund of a portion of the price paid by Customer. If Philips determines that any parts or labor fail to meet the foregoing warranties. Philips shall correct any such failure, at its sole option either: (a) by repairing any defective or damaged part and furnishing the necessary labor to resolve any problems directly associated with the service work performed by Philips, or (b) for parts not installed by Philips, by making available at the place of installation any necessary repaired, exchange or replacement parts or assemblies. This warranty will not apply to defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the Equipment other than in accordance with Philips applicable Equipment specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the Equipment; or, to viruses or similar software interference resulting from the connection of the Equipment to a network. Philips does not provide a warranty for third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips only obligations and Customer's sole and

WARRANTY DISCLAIMER Any warranties applicable to labor or replacement parts provided in connection with the Services are described herein. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PHILIPS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND No warranty of Merchantability or fitness for a particular purpose applies to anything provided by PHILIPS SUBCONTRACTOR OR PHILIPS.

10. PARTS RETURN All parts must have a return authorization (RA) before a return will be accepted. Returns are subject to a restocking fee up to 25% of the original purchase price for unopened returns with quality seal intact, or 35% of original purchase price for opened returns with broken quality seal; all returns regardless of the quality of the returned part are subject to the minimum restocking fee of \$75.

LIMITATIONS OF REMEDIES AND DAMAGES Philips total liability, if any, and Customer's exclusive price paid for the part or service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REOUIRED HEREUNDER.

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SUBCONTRACTORS AND ASSIGNMENTS Philips may subcontract to service contractors of Philips 18 choice any of Philips service obligations to Customer. No such subcontract will release Philips from those obligations to Customer. Customer may not assign its rights hereunder or the responsibility for payments due without Philips prior express written consent.

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ENTIRE AGREEMENT These terms constitute the entire understanding of the parties and supersede all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips authorized representative and Customer, Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated herein. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will apply to the Services or modify these terms.

21 ALITHORITY TO EXECUTE In executing this Service, the parties hereto acknowledge that they have read each of these terms and conditions hereof on behalf of their respective interests, that they know and understand the same, and have requested the services with the express authority to do so.

Desc Attachment 1

Page 27

Case 3:18-bK-05675 Claim 50-1 Part 2

of 30

Filed 01/17/19

DLII	IPS	Issue Date 07/30/2018	<b>Invoice nu</b> 937090959		Page 1/3
Philips Healthcare	LIPS	Due Date 08/29/2018	Order Date 07/26/2018	-	
3000 Minuteman Road, N Andover, MA 01810 <b>Remit To Address</b>	IS 2214	Purchase Orde 01594	er Number:		
Philips Healthcare PO Box 100355 Atlanta, GA 30384-0355		Payment terms Net 30 Days	3:		e
Ship to: 94029806 Gilmore Memorial Hospita	al		т		
PO#01594 1105 Earl Frye Blvd AMORY MS 38821-5500 UNITED STATES		Contact Perso Juan G. 1-800-4			
Sold to: 94029806		Invoice to:			
Gilmore Memorial Hospita 1105 Earl Frye Blvd AMORY MS 38821-5500 UNITED STATES		Attn : Accounts Gilmore Memor 1105 Earl Frye AMORY MS 38 UNITED STAT	ial Hospital Blvd 3821-5500		Customer Numb 94029806
ACH/EFT funds to: Bank of America 1850 Gateway Blvd ABA Number 111000012		Special Comm	ents		
	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm	l		DESTINATION	
Concord, CA 94520-3282	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm	Shipping Term	ns: FOB y UoM	DESTINATION Unit Net	<b>Total Net</b> Currency USD
Concord, CA 94520-3282 Email notification to cash Fax remittance to: (425) 4 Federal EIN: 13-342911	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm 15	Shipping Term			Currency USD
Concord, CA 94520-3282 Email notification to cashi Fax remittance to: (425) 4 Federal EIN: 13-342911 # Product 0400 M1870B	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm 15 Description	Shipping Term Qt Cuff Size #3 Size #3, rporates the ation, replaces the	y UoM	Unit Net	Currency USD
Concord, CA 94520-3282 Email notification to cashi Fax remittance to: (425) 4 Federal EIN: 13-342911 # Product 0400 M1870B	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm 15 Description Neonatal Single-Patient Neonatal Single-Patient Circ: 5.8 - 10.9 cm, inco new connector configura	Shipping Term Qt Cuff Size #3 Size #3, rporates the ation, replaces the ox.	y UoM	Unit Net	
Concord, CA 94520-3282 Email notification to cashi Fax remittance to: (425) 4 Federal EIN: 13-342911 # Product 0400 M1870B	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm 15 Description Neonatal Single-Patient Circ: 5.8 - 10.9 cm, inco new connector configura M1870A, 40 cuffs per bo	Shipping Term Qt Cuff Size #3 Size #3, rporates the ation, replaces the bx. cluded in net -33.000 %	y UoM	Unit Net	Currency USD 103.18
Concord, CA 94520-3282 Email notification to cashi Fax remittance to: (425) 4 Federal EIN: 13-342911 # Product 0400 M1870B	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm 15 Description Neonatal Single-Patient Circ: 5.8 - 10.9 cm, inco new connector configura M1870A, 40 cuffs per bio Agreement Discount inco Net Value Not Including Commodity code :	Shipping Term Qt Cuff Size #3 Size #3, rporates the ation, replaces the bx. cluded in net -33.000 %	y UoM	Unit Net	Currency USD 103.18
Concord, CA 94520-3282 Email notification to cashi Fax remittance to: (425) 4 Federal EIN: 13-342911 # Product 0400 M1870B	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm 15 Description Neonatal Single-Patient Circ: 5.8 - 10.9 cm, inco new connector configura M1870A, 40 cuffs per bio Agreement Discount inco Net Value Not Including Commodity code :	Shipping Term Qt Cuff Size #3 Size #3, rporates the ation, replaces the bx. sluded in net -33.000 % g Freight 9018199560	y UoM 1 BX	Unit Net 103.18	Currency USD 103.18 103.11
Concord, CA 94520-3282 Email notification to cashi Fax remittance to: (425) 4 Federal EIN: 13-342911 # Product 0400 M1870B	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm 15 Description Neonatal Single-Patient Circ: 5.8 - 10.9 cm, inco new connector configura M1870A, 40 cuffs per bio Agreement Discount inco Net Value Not Including Commodity code :	Shipping Term Qt Cuff Size #3 Size #3, rporates the ation, replaces the bx. sluded in net -33.000 % g Freight 9018199560	y UoM 1 BX	Unit Net 103.18 Total Gross Value	Currency USD 103.18 103.18 103.18
Concord, CA 94520-3282 Email notification to cashi Fax remittance to: (425) 4 Federal EIN: 13-342911 # Product 0400 M1870B	mgmt.inquiries@Philips.cc 182-8856 Attn: Cash Mgm 15 Description Neonatal Single-Patient Circ: 5.8 - 10.9 cm, inco new connector configura M1870A, 40 cuffs per bio Agreement Discount inco Net Value Not Including Commodity code :	Shipping Term Qt Cuff Size #3 Size #3, rporates the ation, replaces the bx. sluded in net -33.000 % g Freight 9018199560	y UoM 1 BX	Unit Net 103.18	Currency USD

Case 3:18-bk-05675 Claim 50-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 28 of 30

PHILIPS	<b>Issue Date</b> 07/30/2018	Invoice num 937090959	iber	Page 2 /
	<b>Due Date</b> 08/29/2018	Order Date 07/26/2018	Order numbe 6304471688	r
Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810	Purchase Order 01594	Number:		
INVOICE REPRINT	Payment terms: Net 30 Days			
# Product Description	Qty	UoM	Unit Net	Total Ne Currency USI
			Total	103.1

DLIIDC	<b>Issue Date</b> 07/30/2018	<b>Invoice numbe</b> 937090959	ər	Page 3/3		
PHILIPS	Due Date 08/29/2018	Order Date 07/26/2018	Order number 6304471688			
Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810	Purchase Order 01594	Purchase Order Number: 01594				
INVOICE REPRINT	Payment terms: Net 30 Days					
# Product Description	Qty	UoM U	nit Net	Total Net Currency USD		
This Invoice for the products listed herein is issued pur Master Agreement and/or Contract ("Agreement") be identified at the item level or the products and/or servi and any PO for the items herein will be accepte http://www.usa.philips.com/healthcare/about ("Philips Additionally, if the Agreement is a Premier Contract, ar in this Order (except for Products under the Premier the applicable Premier Products herein, will be accep expressly conflict with the terms and conditions of the r Seller represents that these goods were produced in of Fair Labor Standards Act, as amended herein regulat	etween Philips Healthca ces are not covered by ed subject to the Phil Terms"). ny Product(s) identified Physiological Monitoring ted and are also subject eferenced Premier Conf compliance with all app	re and the Sold this Agreement, f ips Terms and under the Premier g Group Purchasin to the Philips To ract	To Party. If no his order is issue Conditions of Sa r Contract appearing Agreement) ar erms, to the extern hts of section 6, 7	Agreement is d pursuant to, ale posted at ng as an item ad any PO for nt they do not		
section 14 thereof.	ions and orders of the			issued under		
The following clause only refers to US-origin products a These commodities, technology or software were exp accordance with the Export Administration Regulations	ported from the United	States for ultima	te destination Un ed.	ited States in		
Health Care Providers are reminded that if the purchas a loan of goods at reduced cost, they must fully and a for payment submitted under any Federal Health Care by Federal law (see 42 USA 1320a - 7(b)(3) and 42 CF	ccurately report such di Program, including but	scount on cost re	ports or other app	licable claims		

# MIDDLE DISTRICT OF TENNESSEE Claims Register

# 3:18-bk-05675 Amory Regional Medical Center, Inc.

Judge: Charles M Walker

Office: Nashville

# Chapter: 11 Last Date to file claims: Last Date to file (Govt):

**Trustee:** 

*Creditor:* (6823963) Philips Healthcare c/o Bruce J. Borrus Fox Rothschild LLP 1001 4th Ave. Suite 4500 Seattle, WA 98154 Claim No: 50 Original Filed Date: 01/17/2019 Original Entered Date: 01/17/2019 Status: Filed by: CR Entered by: admin Modified:

Amount claimed: \$94963.00

History:

Details 50-1 01/17/2019 Claim #50 filed by Philips Healthcare, Amount claimed: \$94963.00 (admin)

Description: Remarks: (50-1) Account Number (last 4 digits):9806

# **Claims Register Summary**

Case Name: Amory Regional Medical Center, Inc. Case Number: 3:18-bk-05675 Chapter: 11 Date Filed: 08/24/2018 Total Number Of Claims: 1

Total Amount Claimed\* \$94963.00

**Total Amount Allowed\*** 

\*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		