



Medical Supply Chain

*Empowering Health Systems,
Optimizing Supply Chain Results!*

December 18, 2007

Dear Jeffrey,

I am writing to you on behalf of settling my litigation with the GE defendants. I have looked at both GE's underwriting of the \$650 million dollar loan for GHX to purchase my electronic hospital supply competitor Neoforma, Inc.¹ from Novation LLC² and GE's acquisition of the healthcare information technology firm IDX Systems³ for 1.2 billion dollars. Both taking place in 2006 while you, your company and law firm agents were committing racketeering acts against me to prevent me from enforcing my contract with GE and to interfere with enforcing my earlier contract with US Bank.

I have increased the amount I am willing to settle for from my last offer which you failed to respond to by the deadline of October 30th and which resulted in the judge that had denied your attempt to have my \$450 million dollars in contract claims against GE dismissed, adding you as a defendant along with 18 U.S.C. § 1962 *et seq.* ("RICO") counts against you and your corporate defendants. However I am anxious to enter the market for hospital supplies and believe my prospects are better than GE's given Wall Street's response to your interviews and explanation of projected earnings last week. Therefore I offer to accept only a portion of the damages and relief I am entitled to against you under 18 U.S.C. § 1964 and to receive them in the form of a loan.

In good faith I believe this will be a win-win resolution that will allow KPMG LLP to sign off on The General Electric Company current annual report and financial disclosures without creating new Sarbanes-Oxley Act of 2002, Pub. L. No. 107-204, 116 Stat. 745 liability and another RICO predicate act against me. The loan would be a positive income for GE rather than a loss. The public policy in furthering competition in the delivery of healthcare supplies would be furthered and I am confident that helping to serve the urgent national need for affordable healthcare will allow me to recover my losses in addition to repaying the loan.

To participate in this settlement, GE will be required to communicate to me via email by 10:00 am, Friday December 21, 2007 that GE and you have accepted this offer of settlement and by delivering funds to Bank of America by December 23rd, 2007 sufficient for Bank of America (with GE's guarantee if required) to loan me \$800 million dollars in one loan contract for a term of ten years, having four successive disbursements of \$200 million dollars at 7% interest per annum, each with a 2 year moratorium on interest and principal payments. I will use the proceeds

¹ Neoforma, Inc. lost \$900 million dollars of market capitalization and was losing \$60 million dollars a year at the time you underwrote the loan. Neoforma, Inc. was taken private through the loan to conceal records of Novation LLC member hospital funds that were laundered by Novation LLC through Neoforma to defeat the Ft. Worth Texas US Attorney's investigation's access to corporate records.

² The government is now considering reentry into the FCA litigation against Novation LLC described in the November 18, 2007 New York Times Article <http://www.nytimes.com/2007/11/18/business/18whistle.html>

³ I alleged 40,000 patients a year die as a result of the exclusion of Medical Supply Chain's electronic marketplace's intelligent supply chain software. GE has publicly stated more than 50,000 patients a year die unnecessarily from the lack of software systems in hospitals.

to fund the web based delivery of healthcare supplies, except for \$10 million dollars to purchase the 1600 N.E. Coronado Drive in Blue Springs, MO 64015 from the co-defendants Christopher M. McDaniel and Heartland Financial Group, Inc and up to \$2 million dollars in payments to the law firm of Goodell, Stratton, Edmonds & Palmer, L.L.P. 515 South Kansas Avenue, Topeka, KS 66603-3999 for legal work restoring the professional reputations and licenses of my associates you caused to be taken in your efforts to defeat my breach of contract claim.

Providing you have acted as required to accept this offer, I will agree to file a motion with your counsel to suspend our current litigation in the Western District of Missouri and provide for continuing jurisdiction over the settlement to resolve all disputes during the term of the above loan.

Sincerely,
Samuel Lipari
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Attached: Lipari v. GE et al.