

North Carolina Department of Health and Human Services  
Division of Health Service Regulation  
Certificate of Need Section

2704 Mail Service Center • Raleigh, North Carolina 27699-2704  
<http://www.ncdhhs.gov/dhsr/>

Drexdal Pratt, Director

Beverly Eaves Perdue, Governor  
Albert A. Delia, Acting Secretary

Craig R. Smith, Section Chief  
Phone: (919) 855-3873  
Fax: (919) 733-8139

November 5, 2012

Brian Moore  
Director of Strategic Planning  
Mission Hospital  
509 Biltmore Avenue  
Asheville, NC 28804

**Exempt from Review - Replacement Equipment**


Facility: Mission Hospital  
Project Description: Replace Electrophysiology Equipment  
County: Buncombe  
FID #: 943349

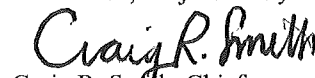
Dear Mr. Moore:

In response to your letter of October 4, 2012, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Excel Imaging OMI-CS-10 electrophysiology equipment, serial number 12-F0001 to replace the existing GE MX150 V5 electrophysiology equipment, serial number 441282TUI. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided. In addition, you should contact the Construction Section to determine if they have any requirements for development of the proposed project.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

  
Les Brown, Project Analyst

  
Craig R. Smith, Chief  
Certificate of Need Section

cc: Construction Section, DHSR



**Brown, Les**

---

**From:** Karen Roby [Karen.Roby3@msj.org]  
**Sent:** Monday, October 29, 2012 10:16 AM  
**To:** Brown, Les  
**Subject:** FW: Exemption for EP Equipment

Les,

I thought I forwarded the email below. Does this answer your question. Let me know if you need additional information. The price in the quote is still valid. Everything is well here...just windy and waiting on the big storm.

~Karen Roby

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**From:** Naguib Chitour  
**Sent:** Monday, October 15, 2012 4:31 PM  
**To:** Karen Roby  
**Subject:** RE: Exemption for EP Equipment

\$846,000 includes the clinical equipment, signage, music, computer and hardware. Price includes tax, transportation and installation.  
Don't know what attachment #4 is?

Naguib

---

**From:** Karen Roby  
**Sent:** Monday, October 15, 2012 3:59 PM  
**To:** Naguib Chitour  
**Subject:** Fw: Exemption for EP Equipment

Niguib, see the message below. Does this include the other fees?

---

**From:** Brown, Les [<mailto:les.brown@dhhs.nc.gov>]  
**Sent:** Monday, October 15, 2012 03:52 PM  
**To:** Karen Roby  
**Subject:** Exemption for EP Equipment

Karen,  
Could you please clarify the following information in the Mission exemption request for the EP replacement equipment?  
- Does the fixed equipment cost of \$846,000 in the capital cost statement include the tax, transportation and any additional installation cost not included in the price quote in Attachment 4?  
- Is the price quote still valid?  
Thanks for your help. Hope all is well in the mountains.  
Best regards,  
Les

*Les Brown*  
*CON Project Analyst*  
*Division of Health Service Regulation*  
*919-855-3873*

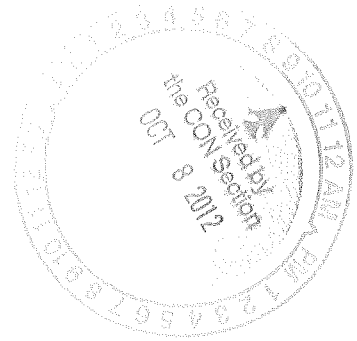
10/29/2012

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Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this e-mail in error, please notify the sender immediately and delete all records of this e-mail.

----- This message and its attachments may contain confidential and/or legally-sensitive information that is intended for the sole use of the addressee(s). Any unauthorized review, use, disclosure, or distribution of the information contained in this message and its attachments is prohibited. If you have received this message or any of its attachments in error, please destroy all originals and copies of the same and notify the sender immediately.

October 4, 2012



Craig Smith, Chief  
Certificate of Need Section  
Division of Health Service Regulation  
North Carolina Department of Health  
and Human Services  
2704 Mail Service Center  
Raleigh, North Carolina 27699-2704

RE: Mission Hospital Exemption Letter: Replacement of Electrophysiology Equipment

Dear Mr. Smith:

Mission Hospital (“Mission”) submits this letter as prior written notice that it plans to replace existing Electrophysiology equipment located in Heart Services on the third floor on the Memorial Campus. The electrophysiology equipment has been in operation since 1999 and is in need of replacement. We seek confirmation that the replacement of this equipment does not constitute a new institutional health service subject to CON review within the meaning of N.C.G.S. § 131E-176(16). Please find attached the information establishing that the equipment to be acquired is consistent with the definition of replacement equipment in N.C.G.S. § 131E-176(22a) and 10A N.C.A.C. 14C.0303.

The North Carolina law defines “replacement equipment” as “equipment that costs less than two million dollars (\$2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.” N.C.G.S. § 131E-176(22a). The capital expenditures for the proposed project are \$1,477,000 and includes both the replacement equipment and all necessary renovation and will not exceed \$2,000,000. The capital expenditure includes the costs detailed in N.C.G.S. § 131E-176(22a). The capital cost verification form is attached detailing the probable costs for the replacement equipment on the Memorial Campus. Mission Hospital, in compliance with N.C.G.S. § 131E-176(22a), will assure the disposal of the original EP equipment.

Please find attached the information needed to determine the equipment to be acquired is consistent with the definition of replacement equipment in N.C.G.S. § 131E-176(22a) and 10A N.C.A.C. 14C.0303, as follows:

1. A comparison of the existing and replacement equipment, using the format in the table provided by the CON Section.
  - a. *See attached table.*
2. A description of the basic technology and functions of the existing and replacement equipment, including the diagnostic and treatment purposes for which the equipment is used or capable of being used.



- a. The basic technology and functions, and the diagnostic and treatment purposes for the existing and new equipment are the same. The differences are that the image quality of the existing equipment has degraded over time and the new has higher image resolution.*
3. Brochures or letters from the vendors describing the capabilities of the existing equipment and the replacement equipment.
  - a. See attachment 1 brochure for Omega Excel Imaging Equipment model # OMI-CS-10*
4. A copy of the purchase order for the existing equipment, including all components and original purchase price.
  - a. Due to the age of the existing equipment the purchase order is no longer available. The purchase price for the existing equipment in EP Lab #4 in 1999 was \$596,639 . Please see the Equipment Comparison table and attachment 2, Projected Capital Cost Verification form.*
5. A copy of the title, if any, for the existing equipment or the capital lease for the existing equipment.
  - a. Not available.*
6. If the replacement equipment is to be leased, a copy of the proposed capital lease that transfers substantially all the benefits and risks inherent in the ownership of the equipment to the lessee of the equipment, in accordance with criteria in Generally Accepted Accounting Principles (GAAP).
  - a. Not applicable. The replacement equipment will be purchased, not leased.*
7. If the replacement equipment is to be purchased, a copy of the proposed purchase order or quotation, including the amount of the purchase price before discounts and trade-in allowance.
  - a. See attachment 2 and 3 quotations from Excel Imaging Solutions dated 5/7/2011 and 12/12/2011.*
8. A letter from the person taking possession of the existing equipment that acknowledges the existing equipment: will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

*The existing EP equipment will remain in use until the replacement lab is operational. As soon as the new EP lab is inspected and approved, the old equipment will be decommissioned as an EP lab by representatives of Mission Hospital and will be sold*

*or otherwise disposed of in accordance with G.S. 131-E 176. 16 (22a). Please see letter in attachment 5.*

9. Documentation that the existing equipment is currently in use and has not been taken out of service.

*a. The existing equipment has been in continuous use except for temporary periods due to maintenance and hospital construction.*

We look forward to receiving your letter confirming Mission's replacement and renovation of Electrophysiology Lab #4. Please contact me at (828) 213-3509 if there is any additional information I can provide to facilitate your review of this request.

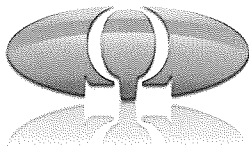
Sincerely,



Brian Moore  
Director of Strategic Planning

EQUIPMENT COMPARISON

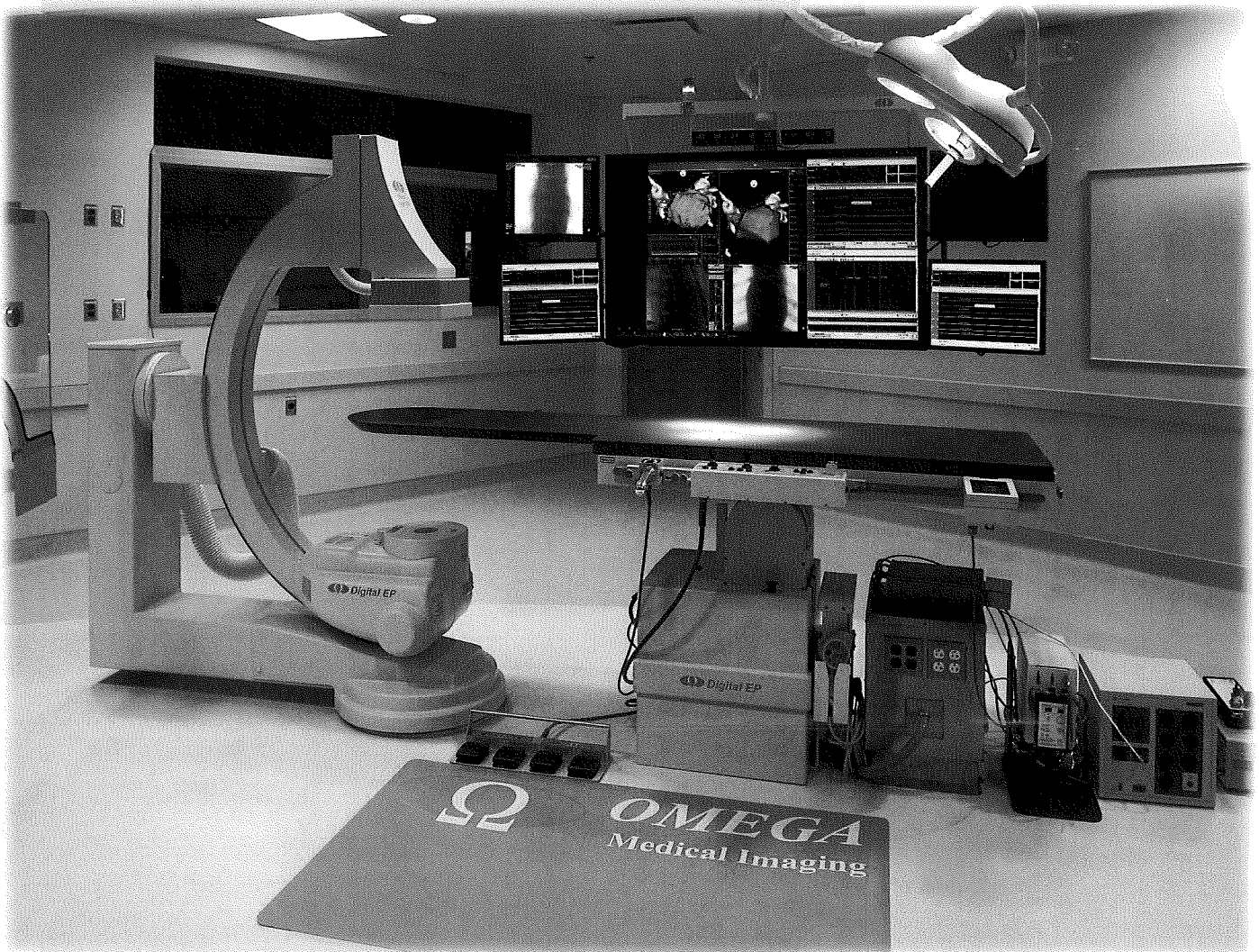
	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Electrophysiology Equipment	Electrophysiology Equipment
Manufacturer of Equipment	General Electric	Excel Imaging
Tesla Rating for MRIs	N/A	N/A
Model Number	MX150 V5	OMI-CS-10
Serial Number	441282TUI	12-F0001
Provider's Method of Identifying Equipment	Mfg Serial Number	Mfg. Serial Number
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	December, 1999	September, 2012
Does Provider Hold Title to Equipment or Have a Capital Lease?	Owned	Owned
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	NA	\$ 1,477,000
Total Cost of Equipment	\$596,639	\$ 736,550
Fair Market Value of Equipment	NA	\$ 736,550
Net Purchase Price of Equipment	NA	\$ 736,550
Locations Where Operated	Mission Hospital, 509 Biltmore Ave, Asheville, NC 28801	Mission Hospital, 509 Biltmore Ave, Asheville, NC 28801
Number Days In Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	N/A	0
Percent of Change in Per Procedure Operating Expenses (by Procedure)	N/A	0
Type of Procedures Currently Performed on Existing Equipment	Electrophysiology diagnostics and intervention	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	Electrophysiology diagnostics and intervention



**Omega**

# ***Electrophysiology***

***Custom Configurations For Your Applications***



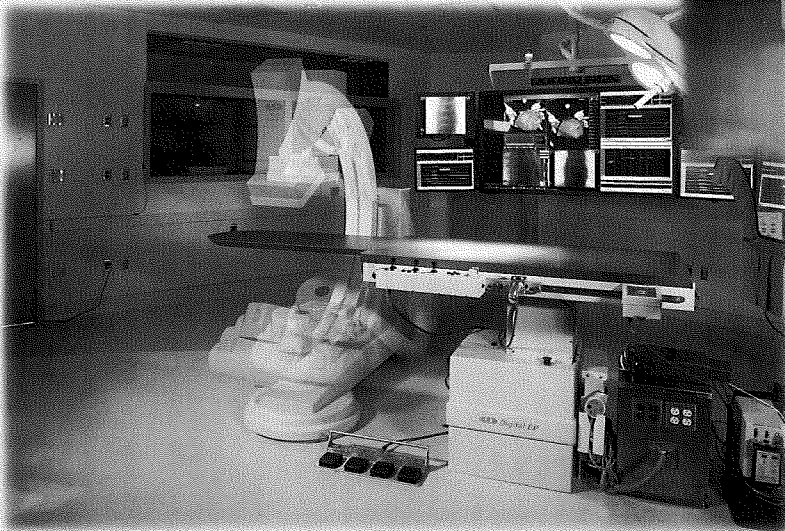
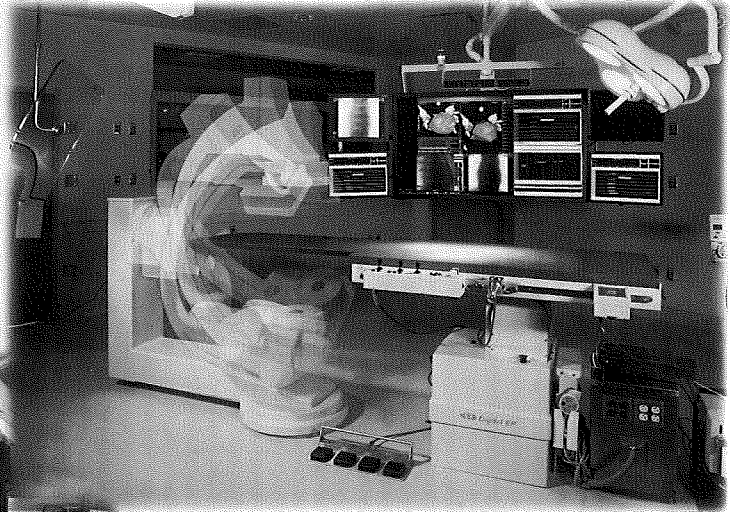
***Single and Dual Plane Systems***

## ***Outstanding Positioner Flexibility for EP & Device Implantation***

### ***With Unmatched Systems Configuration Flexibility...***

All of Omega's systems, in either Single Plane or Dual Plane, can be configured with conventional image intensifiers or the latest in Flat Panel Detector Technology and can include Tilting or Non-Tilting Tables with a variety of table top lengths.

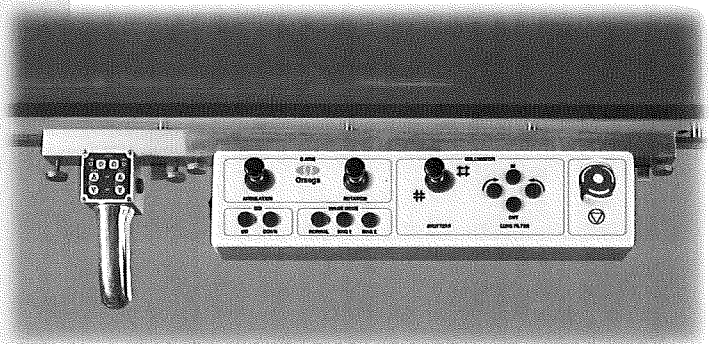
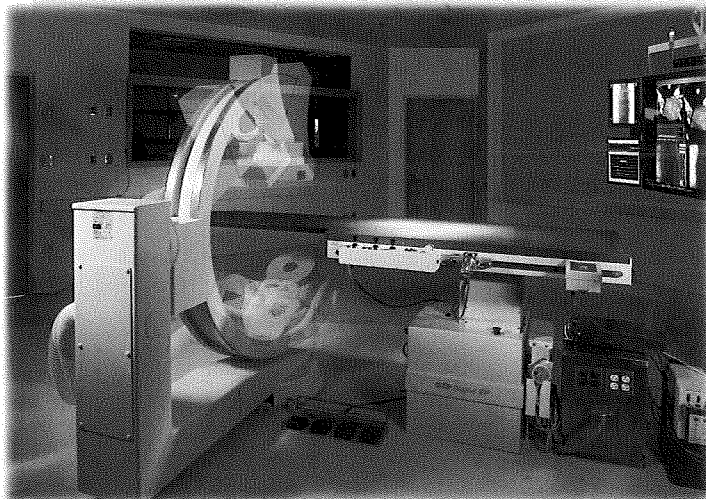
Flat Panel Display monitors are standard, and Omega's ceiling suspensions hold from three (3) to eight (8) flat panel displays. Optionally, the very latest in large field (42" or 56") Flat Panel Displays for viewing multiple modalities are also available. A wide selection of X-Ray Tubes, Ceiling Suspended Surgical Lights, with or without Radiation Shields or Stand alone Radiation Shields, are also available.



Single Plane table controls consist of panning handle, table elevation and tilting functions. The intuitive system controls consist of:

- Joysticks for positioner movement
- Touch pads for image MAG modes
- Variable SID and beam collimation

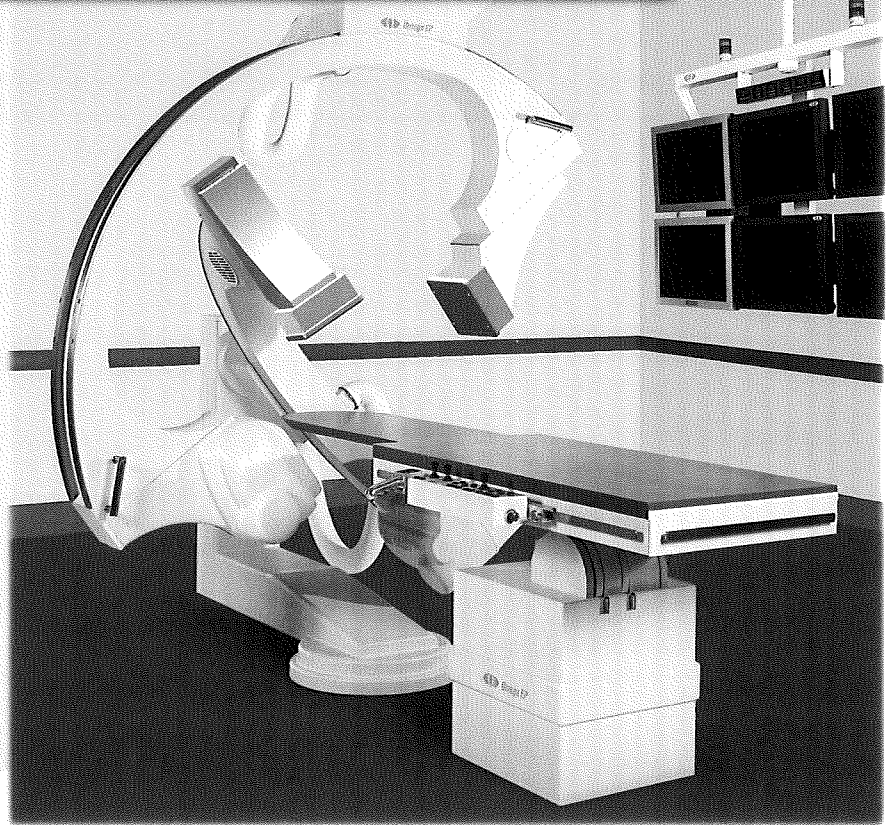
Both table and L/C positioner controls may be placed on either side of table or the foot of table.





## ***Dual Plane, Compact Design, Unmatched Ease of Operation with Synchronized or Non-Synchronized Positioner Movements***

As the industry leader in the design and manufacturing of dedicated Electro-physiology X-ray Imaging Systems for **over 22 years**, Omega has provided EP Physicians with the most cost-effective, technically advanced X-ray Imaging Systems in the world. Omega's systems offer both Single Plane and Dual Plane with Imaging, with modalities from Basic Fluoro Only Systems to Advanced Systems that offer Fluoro, Fluoro Loops and Cine. For over two decades, Ease of Operation, Excellent Image Quality and the industry's lowest Total Cost of Ownership has made Omega the Gold Standard for EP physicians in the U.S. and internationally.



### ***Reduced Total Cost of Ownership (TCO)***

#### **Space Efficient**

- Omega systems require less square footage
- Saves tens of thousands in construction or renovation costs
- Frees up space for other modalities

#### **Room Preparation Cost**

- Average 30-40% savings over competitors

#### **Cost-Effective Upgrades**

- Single Plane to Dual Plane
- Image Intensifiers to Flat Panel Detectors

#### **Low Life Cycle Cost**

- Unmatched Reliability for Reduced Down Time
- Lower Post Warranty Labor & Replacements Parts Costs



The Dual Plane table controls consist of the same panning handle and operator controls that are utilized in the Single Plane system. There are separate controls for operation of the lateral positioner. When the Dual Plane mode is selected, a unique interlock allows the lateral and frontal plane positioners to be operated simultaneously with a single joystick.

*By Any Standard, Omega is Truly the 'Best of Breed' for Technology, Performance and Flexibility.*

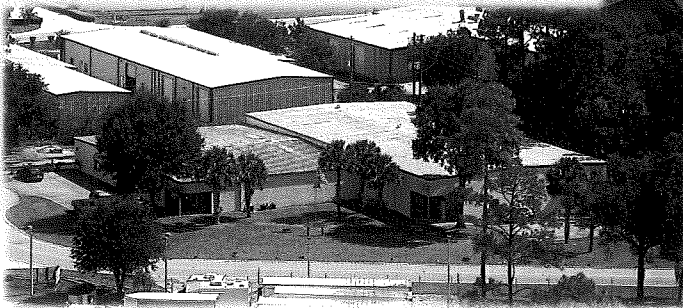
## ***Omega – Turning Possibilities into Solutions***

### ***A Sensible and Cost-Effective Approach***

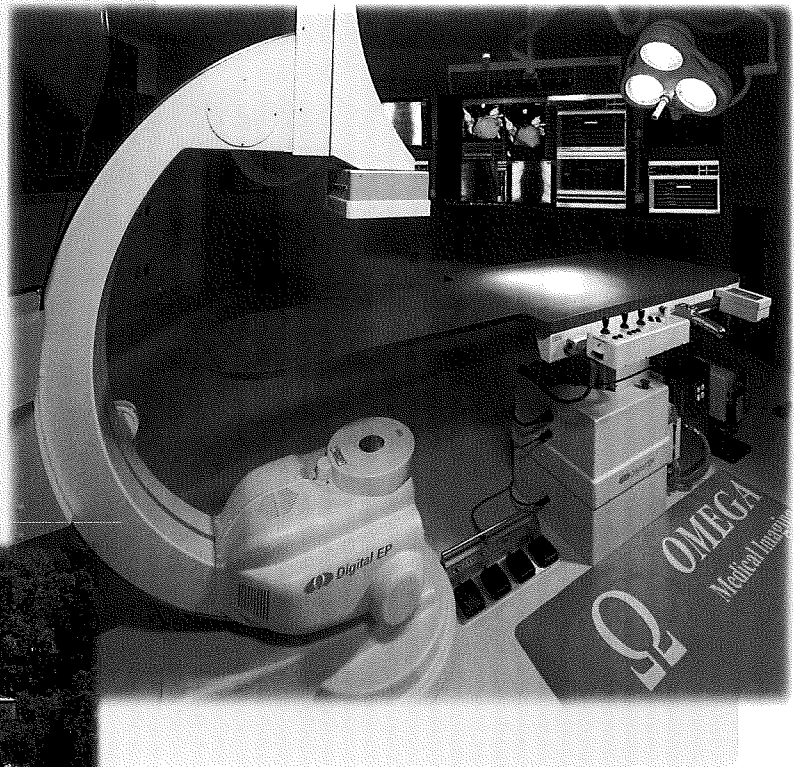
In selecting an electrophysiology imaging system, you will want a product that leads – not follows – industry performance standards. With Omega Medical Imaging, you'll experience equipment that provides effective diagnostic results and leading edge technology, such as digital imaging, as well as a manufacturer dedicated to utilizing its knowledge and experience to turn possibilities into cost-effective solutions. With a history of leadership in EP imaging, Omega's commitment is to the development of cutting-edge technology in electrophysiology imaging systems.

Omega Medical Imaging is the world leader in design, development and manufacture of dedicated electrophysiology imaging systems. Omega's mission is to deliver state-of-the-art technology imaging equipment at cost-effective prices. Customer satisfaction remains our steadfast goal. We pride ourselves on continuing product improvement programs, which include design review with direct feedback from our customer and EP LAB team members.

As a medical equipment manufacturer, Omega operates its business in accordance with FDA's Quality Systems Regulations. Our products are certified to UL Standards and comply with uniform hospital electrical safety standards.



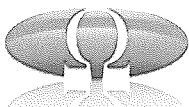
*Omega headquarters and manufacturing facility, Sanford, Florida*



Omega products are represented nationally through a partnership with our exclusive distributors, specializing in cardiac sales and service. Over the years, this partnership has developed into a relationship based on professional and knowledgeable personnel who are experts in Cardiac imaging. Omega's national support program provides factory-trained engineers and application staff who assist distributors through regularly scheduled training programs.

Look to Omega Medical as your best source for experience and knowledge in EP imaging – our people, products, service and support – for imaging systems of today and tomorrow.

*Unsurpassed simplicity, performance and reliability...*



**Omega Medical Imaging**  
*Innovations in Imaging since 1990*

**Omega Medical Imaging, LLC** (407) 323-9400  
675 Hickman Circle (407) 323-9331 Fax  
Sanford, FL 32771

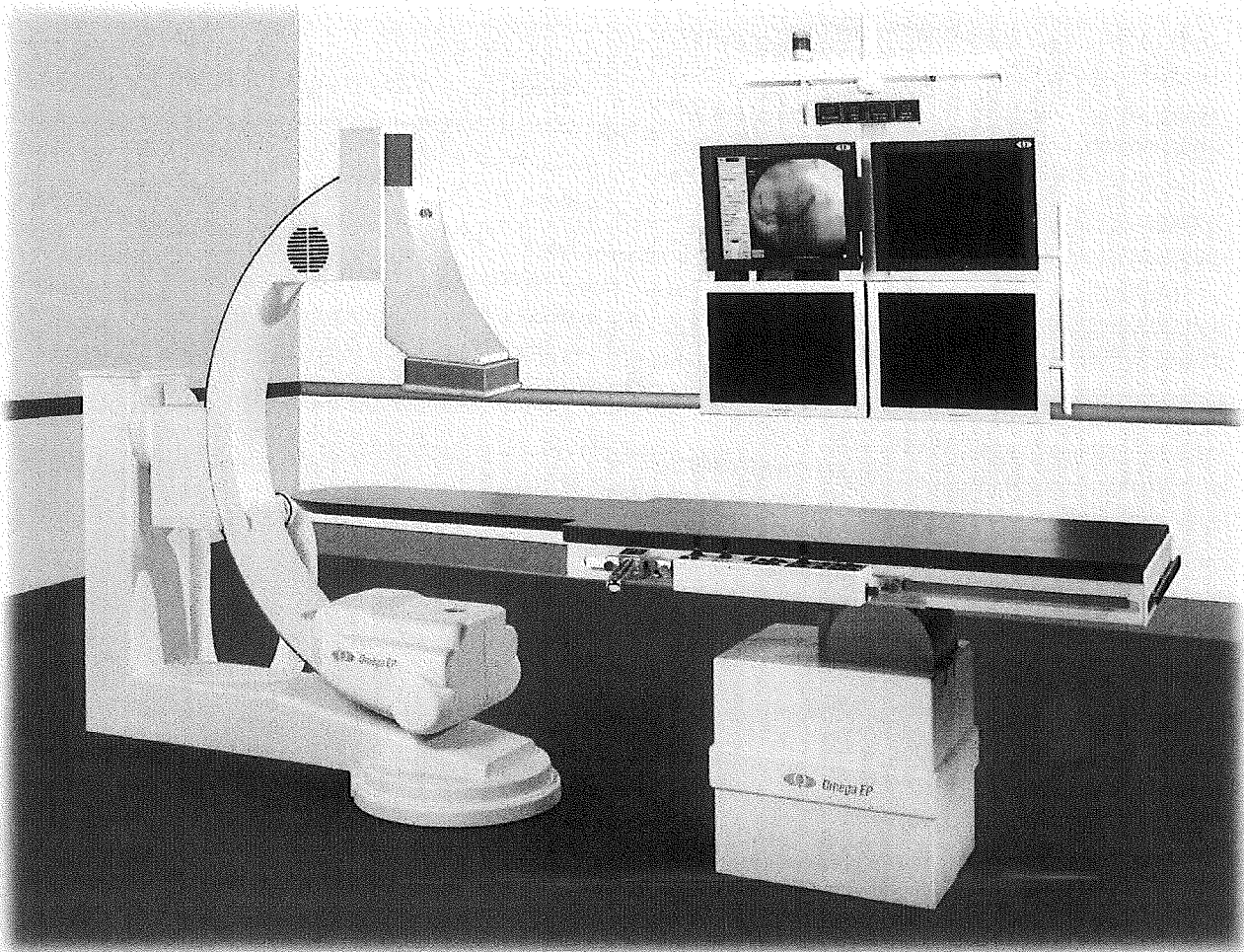
RayStar™ Trademark Pending  
Form No. 0300-001 Rev. 4  
April 2011



**Omega Medical Imaging**  
*Cardiac and GI Imaging Systems*

Omega Medical Imaging, LLC  
675 Hickman Circle  
Sanford, Florida 32771  
(407) 323-9400  
(407) 323-9331  
[www.omegamedicalimaging.com](http://www.omegamedicalimaging.com)

**State of the Art Electrophysiology  
Single Plane X-Ray Imaging System  
*with*  
Advanced Flat Panel Detector**



**High Resolution 1024 x 1024 Matrix  
CS-10 and CS-20 Systems  
Fluoro, Fluoro Loops and Cine**

FDA 510K Cleared, CE Marked, CSA, ETL to UL 60601, ISO 13485

11-2010

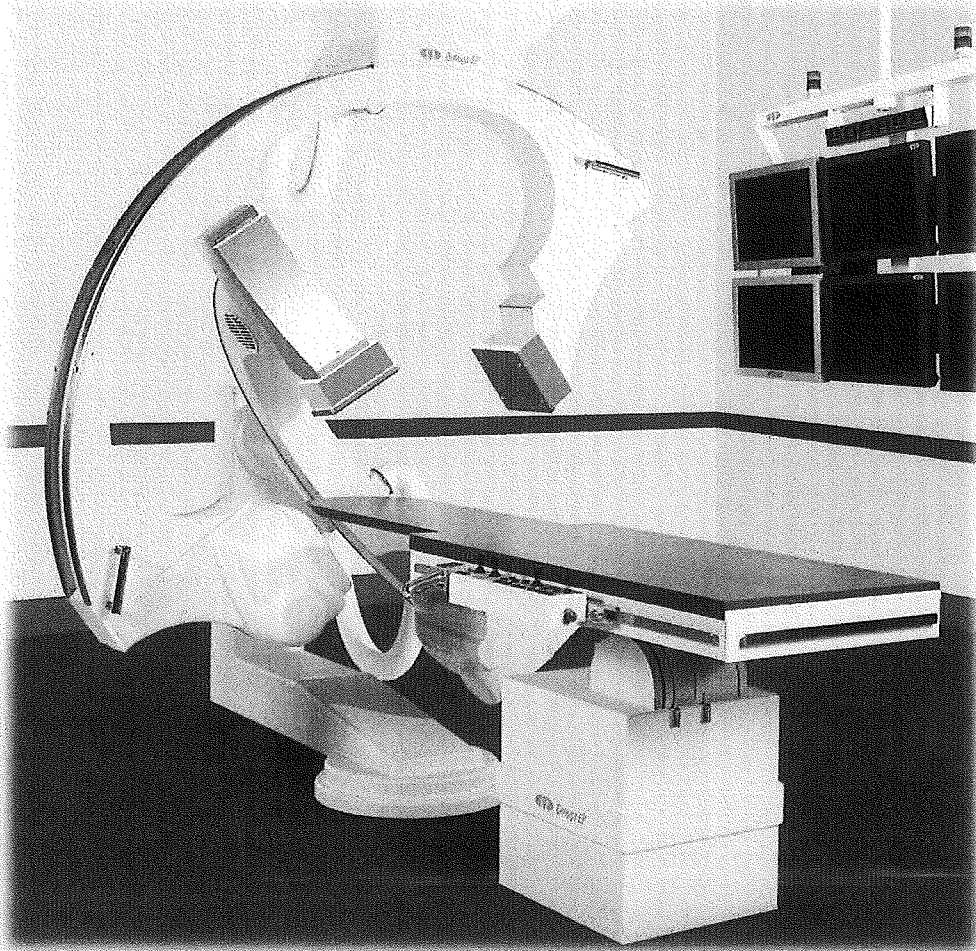




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**State of the Art Electrophysiology  
Dual Plane X-Ray Imaging System  
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Advanced Flat Panel Detector**



**High Resolution 1024 x 1024 Matrix  
CS-30, CS-40 and CS-45 Systems  
Fluoro, Fluoro Loops and Cine**

FDA 510K Cleared, CE Marked, CSA, ETL to UL 60601, ISO 13485

11-2010

PROJECTED CAPITAL COST

Project Name: EP Lab 4 replacement equipment

Proponent: \_\_\_\_\_

<b>A. <u>Site Costs</u></b>			
(1)	Full purchase price of land		\$ _____
	Acres _____ Price per Acre	\$ _____	
(2)	Closing costs		\$ _____
(3)	Site Inspection and Survey		\$ _____
(4)	Legal fees and subsoil investigation.		\$ _____
(5)	Site Preparation Costs		
	Soil Borings	\$ _____	
	Clearing-Earthwork	\$ _____	
	Fine Grade For Slab	\$ _____	
	Roads-Paving	\$ _____	
	Concrete Sidewalks	\$ _____	
	Water and Sewer	\$ _____	
	Footing Excavation	\$ _____	
	Footing Backfill	\$ _____	
	Termite Treatment	\$ _____	
	Other (Specify)	\$ _____	
	Sub-Total Site Preparation Costs		\$ _____
(6)	Other (Specify)		\$ _____
(7)	<b>Sub-Total Site Costs</b>		<b>\$ _____</b>
<b>B. <u>Construction Contract</u></b>			
(8)	Cost of Materials		
	General Requirements	\$ _____	
	Concrete/Masonry	\$ _____	
	Doors & Windows/Finishes	\$ _____	
	Thermal & Moisture Protection	\$ _____	
	Equipment/Specialty Items	\$ _____	
	Mechanical/Electrical	\$ _____	
	Other (Specify)	\$ _____	
	Sub-Total Cost of Materials		\$ 252,600
(9)	Cost of Labor		\$ 168,400
(10)	Other (Specify) Drawing reprod./Proj. mgt.		\$ 22,000
(11)	<b>Sub-Total Construction Contract</b>		<b>\$ 443,000</b>
<b>C. <u>Miscellaneous Project Costs</u></b>			
(12)	Building Purchase		\$ _____
(13)	Fixed Equipment Purchase/Lease		\$ 846,000
(14)	Movable Equipment Purchase/Lease		\$ _____
(15)	Furniture		\$ 10,000
(16)	Landscaping		\$ _____
(17)	Consultant Fees		
	Architect and Engineering Fees	\$ 76,000	
	Legal Fees	\$ _____	
	Market Analysis	\$ _____	
	Other (Specify) Inspections/ Equip. plan./Est. Schedule/ Test&Balance, commiss.	\$ 22,000	
	Sub-Total Consultant Fees		\$ 98,000
(18)	Financing Costs (e.g. Bond, Loan, etc.)		\$ _____
(19)	Interest During Construction		\$ 80,000
(20)	Other (Specify) Record drawings/ Commission/Contingency/Permit& Inspect. fees		\$ _____
(21)	<b>Sub-Total Miscellaneous</b>		<b>\$1,034,000</b>
D.	<b>Total Capital Cost of Project</b>		<b>\$1,477,000</b>

I certify that, to the best of my knowledge, the costs of the proposed project named above are complete and correct.

\_\_\_\_\_  
(Signature of Licensed Architect or Engineer) Date Certified: \_\_\_\_\_

I assure that, to the best of my knowledge, the above costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.

N. Chilton Project Manager Date Signed: 9/21/12  
(Proponent - Signature of Officer) (Title of Officer)



Quotation Prepared for:

Mission Hospitals  
509 Biltmore Avenue  
Asheville, NC 28804

Attn: Ms. Jennifer Sizemore

Omega Medical Imaging OMI-CS-10 FP  
Single Plane Electrophysiology Imaging System  
With Flat Panel Detector and Flat Panel Monitors

Quotation Prepared By:

Henry Connolly  
Cell: (336) 480-4398  
Phone: (336) 505-9105  
Fax: (336) 992-0045  
E-Mail: [hconnolly@excelimagingolutions.com](mailto:hconnolly@excelimagingolutions.com)

***Excellence in Imaging***

Mailing Address: PO BOX 218, Kernersville, NC 27285  
Phone: 336-480-4398 Fax: 336-992-0045

EXCEL IMAGING SOLUTIONS	DATE: 5/17/11
-------------------------	---------------

EQUIPMENT QUOTATION	QUOTE NO. MSJ-051711
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<b>PRESENTED TO:</b> Mission Hospitals 509 Biltmore Avenue Asheville, NC 28804 Attn: Ms. Jennifer Sizemore Director – Cardiac Services	<b>DELIVER TO:</b> Mission Hospitals 509 Biltmore Avenue Asheville, NC 28804 Attn: Ms. Jennifer Sizemore Director – Cardiac Services
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<b>EQUIPMENT SUMMARY</b>	<p><b>OMEGA MEDICAL IMAGING OMI-CS-10 FP SINGLE PLANE ELECTROPHYSIOLOGY IMAGING SYSTEM WITH FLAT PANEL DETECTOR AND FLAT PANEL MONITORS</b></p>
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Excel Imaging Solutions (EIS) submits the following Quotation offering to sell the Equipment/Accessories described herein at prices and terms stated subject to your Acceptance of the Terms and Conditions of this Offer.

**PARTS WARRANTY:** Provided by the Manufacturer, 12 months, unless otherwise indicated in quote.

**ALL CANCELLED ORDERS ARE SUBJECT TO A 25% RESTOCKING FEE.**

**LABOR:** (12) Twelve Months provided by EIS or select vendors during normal working hours, 8am-5pm Mon-Fri., unless specified otherwise.

**TERMS:** 30% payment with order, 60% payment due upon delivery, 10% payment due upon completion.

**PRICES ARE SUBJECT TO APPLICABLE TAX AND TRANSPORTATION CHARGES AND ARE NOT INCLUDED IN THE QUOTED PRICING.**

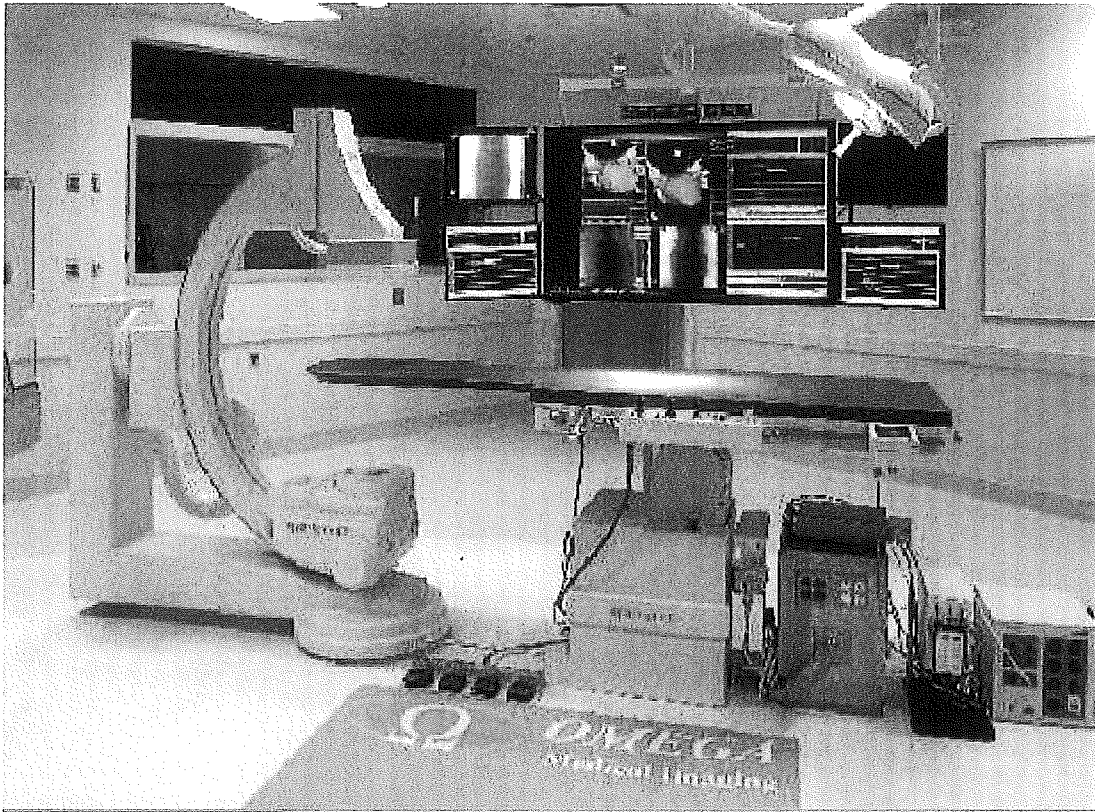
**APPLICABLE TAX WILL BE ADDED TO THE INVOICE AT THE TIME OF BILLING.**

The quoted prices are valid for 30 days from the date stated above unless otherwise specified.

Additional terms and conditions of this quotation appear on last pages of quotation.

ACCEPTED BY PURCHASER AS QUOTED	EXCEL IMAGING SOLUTIONS REPRESENTATIVE ACCEPTED BY SELLER: Henry Connolly		
PURCHASER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE

**OMEGA OMI-CS-10 SINGLE PLANE ELECTROPHYSIOLOGY  
IMAGING SYSTEM with FLUORO and FLUORO LOOP IMAGING,  
FLAT PANEL DETECTOR AND FLAT PANEL MONITORS**



**QTY. CAT.NO. DESCRIPTION**

1	A-565	<p>OP-65 R/F RADIOGRAPHIC &amp; FLUOROSCOPIC X-RAY GENERATOR High Frequency, 65 kW, up to 240 kHz Ripple Frequency</p> <ul style="list-style-type: none"> <li>▪ kV Radiographic                   40 - 150 kV</li> <li>▪ mA Radiographic                 10 - 800 mA</li> <li>▪ kV Fluoroscopic                 40 - 125 kV</li> <li>▪ Pulsed Fluoro mA                16 - 80 mA</li> <li>▪ Pulsed Fluoro Rate              3.75/7.5/15/30 p/s</li> <li>▪ Spot Image Rate                 Up To 4 Spot Images p/s</li> <li>▪ Single Tube Operation</li> <li>▪ Source to Patient Dose Compensation</li> <li>▪ Programmable Patient Entrance Dose Rate</li> <li>▪ AEC/ABS</li> <li>▪ 400 or 480 VAC, 3 Phase</li> </ul>
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**QTY. CAT.NO. DESCRIPTION**

		<ul style="list-style-type: none"> <li>▪ Dual Speed Starter</li> <li>▪ Digital Interface</li> </ul>
1	B-200	ISOCENTRIC FLOOR MOUNTED L/C FRONTAL POSITIONER <ul style="list-style-type: none"> <li>▪ Motorized vertical SID 10 inches</li> <li>▪ Motorized rotation <math>\pm 90^\circ</math></li> <li>▪ Motorized angulation <math>\pm 90^\circ</math></li> <li>▪ Motorized Cranial/Caudal <math>\pm 50^\circ</math></li> <li>▪ Digital readout for L/C movements, table elevation, tilting degrees</li> </ul>
1	B-500	System Control - Single Plane
1	B-803	Three (3) Function Foot Switch
1	C-400	TILTING/ELEVATING TABLE Tabletop: <ul style="list-style-type: none"> <li>▪ Four way floating carbon fiber top</li> <li>▪ Transverse travel <math>\pm 6</math> inches</li> <li>▪ Longitudinal travel 35 inches</li> <li>▪ Vertical travel 33 - 43 inches</li> <li>▪ Length 94 inches</li> <li>▪ Width 27 inches</li> </ul> Cut out is 18 inches wide and extends 40 inches from head of table Rated patient load is 450 pounds
	C-400	TILTING/ELEVATING TABLE (con't.) Table base: <ul style="list-style-type: none"> <li>▪ 80 degrees vertical tilting</li> <li>▪ 15 degrees Trendelenburg</li> <li>▪ Solenoid secures tabletop longitudinal travel for tilting</li> <li>▪ Emergency High Speed Down Tilting</li> </ul> Accessories:
1	C-019	Removable Foot Rest
1	C-002	I.V. Pole & Mount
1	C-004	2-Inch Thick Table Pad, 92 inch
1	C-005	Three 4-Inch Wide Velcro Restraints
1	C-006	Two Arm Supports
1	C-009	Table Rail Mounted Radiation Shield, Right
1	C-010	Table Rail Mounted Radiation Shield, Left
1	C-011	Removable Tabletop Extension

**QTY. CAT.NO. DESCRIPTION**

1	D-FPM	CEILING MOUNTED SUSPENSION for 56 INCH LCD FLAT PANEL MONITOR <ul style="list-style-type: none"> <li>▪ 13'4" Ceiling Rails</li> </ul>
1	D-905	PRINCESTAR HIGH RESOLUTION FLAT PANEL DETECTOR SYSTEM Includes: <ul style="list-style-type: none"> <li>▪ Varian PaxScan 2020 + Flat Panel Detector</li> <li>▪ RayStar-MX200-OMI High Resolution R/F Image Processor</li> </ul> SPECIFICATIONS:  Varian PaxScan 2020 + Flat Panel Detector <ul style="list-style-type: none"> <li>▪ Receptor Type: Amorphous Silicon</li> <li>▪ Conversion Screen: Cesium Iodide</li> <li>▪ Pixel Matrix - Active: 1024 x 1024</li> <li>▪ Pixel Area - Active: 19.8cm x 19.8cm</li> <li>▪ Pixel Pitch: 194µm</li> </ul> RayStar-MX200-OMI High Resolution R/F Image Processor <ul style="list-style-type: none"> <li>▪ Modes of Operation: Fluoro/ Fluoro Loops/ Spot Films</li> <li>▪ Dual Core Processor</li> <li>▪ 100 Base T and 1000 Base T Networking Points</li> <li>▪ 80,000 Image Storage</li> <li>▪ Auto Loop Replay</li> <li>▪ Last Image Hold</li> <li>▪ Real Time 5 Level Edge Enhancement</li> <li>▪ DICOM Transfer to Network</li> <li>▪ Image Processing 1024 x 1024 x 14 Bit</li> <li>▪ Digital Shutters</li> <li>▪ Image Auto Window/ Level</li> <li>▪ Motion Correction with Programmable Thresholds</li> <li>▪ Zoom/ Pan/ Window/ Level Adjustments</li> <li>▪ Annotation/ Pointer Print</li> <li>▪ Image/ AVI Storage to CD, DVD, or USB</li> <li>▪ Static High Resolution Image Display</li> <li>▪ DICOM CD/ DVD with Embedded Viewer</li> <li>▪ DICOM 3.0 Network Interface</li> <li>▪ Measurement Package - Length, Angle, Calibration</li> <li>▪ Multi-Image Display 4 on 1 and 16 on 1</li> <li>▪ Dynamic Replay of Loops 4 on 1</li> </ul>

**QTY. CAT.NO. DESCRIPTION**

1	F-625	SQUARE FIELD COLLIMATOR <ul style="list-style-type: none"> <li>▪ Automatically collimates to selected field size</li> <li>▪ Automatically tracks SID</li> <li>▪ Automatic Rotation</li> </ul>
1	G-109	MGT HIGH SPEED DUAL FOCUS X-RAY TUBE with Fast Cooling Anode <ul style="list-style-type: none"> <li>▪ 1,000,000 heat unit anode</li> <li>▪ 10° target, 270° horns</li> <li>▪ Rated 53/90 kW</li> <li>▪ 0.6 - 1.0 f/s</li> </ul>
1	G-500	QUIET STYLE HEAT EXCHANGER <ul style="list-style-type: none"> <li>▪ Reduces X-ray tube heat by 100,000 heat units per minute</li> </ul>
1	H-800	Set of System Interconnecting Cables
1	H-806	Pair of Low Noise High Voltage Cables - 65 feet
1	I-100	Electronic Rack Cabinet
1	I-110	CPU Electronics Enclosure
1	Z-530	INTEGRATED FLUOROSCOPIC DOSE READOUT SYSTEM <ul style="list-style-type: none"> <li>▪ Displays accumulated patient entrance dose per study</li> <li>▪ Displays accumulated fluoroscopic exposure time per study</li> <li>▪ Displays patient's entrance dose rate</li> <li>▪ End of study reset</li> </ul>
1	Z-100	Complete Factory Pre-Staging of System
1	560W	56 Inch LCD Large Monitor Integration System for Procedure Room <ul style="list-style-type: none"> <li>▪ Wide screen display, 3840 x 2160 native resolution</li> <li>▪ LCD panel: 56" QFHD CMO SMVA</li> <li>▪ Max. brightness: 450 cd/m2</li> <li>▪ Controlled brightness: 300 cd/m2</li> <li>▪ Contrast ratio: 1200:1</li> <li>▪ 2x DVI-D dual link   Redundant backlight</li> <li>▪ Power   CE medical device certificate</li> </ul> <p>Large Monitor Manager Signal Input Management Hardware</p> <ul style="list-style-type: none"> <li>▪ Max. input resolution: DVI single link (1920 x 1200)</li> <li>▪ 6 analog inputs, 24 digital inputs</li> <li>▪ Virtual input handling</li> <li>▪ Flexible input processing (zooming/cropping)</li> <li>▪ Administration via Ethernet</li> </ul>



**QTY. CAT.NO. DESCRIPTION**

- Browser interface
- Remote control interface
- Service and status information
- Ultra low latency in channel processing
- Event triggered layout and content switch
- Redundant power supply, hot plug replaceable

1 470W

47 Inch HD 1920 x 1080 Monitor for Control Room

- Wide screen display, 3840 x 2160 native resolution
- Color Calibratable LCD
- Digital & analog inputs
- 700 cd/m2
- 1000:1 contrast ratio
- 178x178 viewing angles
- 9 ms

Response Time

DVI-Splitter/Scaler

Converter Box

Touch Console - Control Interface Device

- 10.4" screen, diagonal 800 x 600
- Glove suitable touch screen
- Intel ATOM based processor
- Control of 8MP system over Ethernet
- Standard VESA 75 mechanical interface
- White cabinet
- ~2kg weight
- 60601 medical device certification

DVI Distribution Unit

KVM Control Unit

Cabling and Installation

Custom Programming

Sony HVO- HD Digital Capture Station

Mobile Rack

Tripp Lite SmartPro IS1800G

APC Smart-UPS RT 1500VA Rack Tower

UPS ( rack-mountable ) - AC 120 V - 1.05 kW - 1500 VA - RS-232,

USB - 6 output connector(s) - 2U

1 Z-513 3-Light Surgical Lamp and Shield

1 APPS Three Days of Clinical Applications

EXCEL IMAGING SOLUTIONS	DATE: 5/17/11
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EQUIPMENT QUOTATION	QUOTE NO. MSJ-051711
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QTY.	CAT.NO.	DESCRIPTION
1	BOSE	Bose Stereo
2	FMAT	Omega Floor Mats

System List Price:	\$938,843.00
Discounted Price for Mission Hospitals:	\$748,550.00**

**Options:**

1	CareTalk	Wireless Headset Communication System (4 Headsets)
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Add \$7,195.00 to System Price

PACKAGE PRICE INCLUDES ANY INSTALLATION & WARRANTY  
\*\* TAXES AND FREIGHT WILL BE ADDED AT TIME OF INVOICING

**EXCLUSIVE TERMS OF SALES.** The Equipment ("Equipment") and all other Goods ("Goods") described in this quotation are offered by Excel Imaging Solutions ("EIS") only on the following terms and conditions. Any additional or different terms or conditions stated in any purchase order, acknowledgement or other document issued by Customer in connection with this quotation are rejected and will not under any circumstances be binding on EIS unless specifically accepted in writing by the President or any Vice President of EIS. Customer's signature on this quotation constitutes an agreement (1) that this quotation states the exclusive terms and conditions of the contracts of sale of the Equipment and other Goods to Customers and (2) that any contemporaneous or subsequent references by the parties to Customer's administrative purchase order, acknowledgement or other document will be effective only for Customer's purposes (e.g., tracking Customer's purchases through purchase order numbers). This quotation supersedes all previous EIS quotations with respect to the Equipment and other Goods. There are no written or oral agreements, statements, representations, or understandings which shall in any way relate to, affect, or control the validity or enforcement of these terms and conditions, except as expressly provided herein. All sales are subject to EIS management review and approval of credit and finance matters and any terms or descriptions included in this quotation by EIS representatives.

**CHANGES OR CANCELLATION.** Orders accepted by EIS are not subject to changes or cancellation by Customer except with EIS's written consent and upon payment to EIS of EIS's cancellation charges. Any cancellation made that is not in accordance with this Paragraph shall be deemed a default by Customer and EIS shall be entitled to those remedies provided herein.

**PRICE.** The price does not include installation of any Equipment unless included on the face of this quotation. Unless otherwise indicated, the price also does not include: (1) transportation of the Equipment and other Goods to Customer; (2) any taxes or duties (including without limitation all sales taxes on the Equipment, other Goods, and freight); or, (3) any handling, rigging, uncrating, storage, or other charges incidental to shipment delivery, or installation of the Equipment or other Goods.

**TERMS OF PAYMENTS.** Customer shall pay EIS thirty-three percent (33%) of the total cash price upon acceptance of Customer's order by EIS, and an additional thirty-three percent (33%) of the total cash price upon delivery of the second system; with remaining thirty-four percent (34%) upon receipt of the third system.

**SHIPMENT.** Delivery shall be made F.O.B. shipping point or port of entry and Customer shall assume all transportation charges from such F.O.B. shipping point. Except for obligations stated under "Warranty", EIS responsibilities for products ceases and risk of loss passes to Customer upon delivery to the carrier at the stated shipping point. In the event of loss, damage, injury or destruction after such delivery to the carrier, claims must be made against the Customer's carrier and not against EIS. In no event shall any loss, damage, injury or destruction operate in any manner to release Customer from the obligation to make payments required herein.

**FREIGHT CLAIMS.** When there is visible damage or shortages, both Customer and the carrier shall examine the contents of shipments suffering visible damage or shortage. Both the carrier's copy and consignee's copy of the delivery receipt shall be endorsed as to damage or shortage. In order to substantiate the proper amount of any damage, Customer shall notify the carrier promptly to request inspection of the damaged Goods. Report of visible damages or shortage must be made within five (5) days of delivery. All damaged or shorted Goods shall be held by Customer for disposition by the carrier.

**CONCEALED LOSS OR DAMAGE.** Customer shall leave any products suffering from concealed loss or damage in their original container(s) and permit the carrier to inspect the same. Any reports of concealed loss must be made within 10 days of delivery, or such shorter period as the carrier may require. Customer must request inspection by the carrier immediately upon discovery of the loss or damages. Notice to the carrier may be given by telephone or in person and shall be confirmed by mail. Customer shall retain all Goods inspected for concealed loss or damage for disposition by the carrier.

**FILING CLAIMS.** Any claim must be filed within 10 days of the date of delivery, or such shorter period as the carrier may require. All claims must be filed for a specific amount and must be supported by copies of the following: (1) the original bill of lading; (2) the original paid freight bill; (3) the original invoice; (4) the carrier's documents pertaining to the particular shipment involved; and, (5) such other documents as EIS or carrier may require. Customer shall contact its EIS representative and carrier for further instructions and administrative details in handling freight claims.

**INSURANCE.** Customer shall at its expense keep the Equipment and Goods insured against all risks of loss from every cause whatsoever for not less than the full price stated in this quotation or its replacement value, whichever is greater, until all payments for the Equipment and other Goods have been received by EIS. Customer shall carry liability insurance for both personal injury and property damage in an amount customary for entities similar to Customer and relating to Equipment similar to the Equipment and other Goods. All insurance shall be in a form and amount and with a company satisfactory to EIS. All such insurance for loss or damage shall provide that EIS shall be the loss payee thereof and such liability insurance shall insure EIS, as well as Customer, against liability. Customer shall provide satisfactory evidence to EIS of such insurance coverage at the time of delivery. The insurer shall agree, by endorsement upon policies issued by it, that it will give EIS 30 days prior written notice of the effective date of any alteration, renewal or cancellation of such policy. The proceeds of such insurance, payable as a result of the Equipment or other Goods being lost, stolen, taken, destroyed or damaged, shall be applied, at the option of EIS, (a) toward the replacement, restoration or repair of the Equipment and Goods, or (b) toward payment of the obligations of Customer under this quotation.

**SITE PREPARATION AND INSTALLATION.** If installation is included on the face of this quotation, Customer remains responsible for preparing its site for installation of the Equipment in accordance with the manufacturer's specifications. Full, free, and immediate access to the installation site (and a suitable and safe space for storage of the Equipment before installation) will be provided by Customer. Customer is responsible for having the Equipment moved from its point of delivery to the installation site. Any scaffolding, platforms, lifting Equipment, rigging, building alterations, climate controls, power supplies, electrical circuits, safety switches, power outlets, conduits, wiring, structural support, utilities, plumbing, carpentry, or other work required by any applicable laws or by EIS in connection with installation of the Equipment will be provided by Customer at its own expense. If trade unions or other third parties interfere with (or threaten to interfere with) the installation of the Equipment by EIS employees, Customer is responsible for making any necessary arrangement with such parties to permit completion of the installation, all at Customer's expense. EIS offers no warranty and assumes no liability for the fitness or adequacy of the premises (or the utilities available at the premises) in which the Equipment is to be installed, used, or stored. Customer agrees to indemnify, defend, and hold EIS harmless against any loss, damage, or claim arising out of the condition of such premises (or utilities).

The Equipment will be installed during normal working hours. Installation services include: (1) connecting the Equipment to safety switches and power outlets provided and installed by Customer prior to delivery of the Equipment; (2) testing the Equipment after installation to verify compliance with EIS's published performance specifications only. Installation will be considered complete upon Customer's first use of the Equipment or upon EIS's verification that the Equipment substantially complies with the manufacturer's published performance specifications, whichever occurs first. The price includes standard installation serviced only. Any additional time required or delay(s) experienced in installing the Equipment resulting from the condition or location of the premises, the condition or location of power supplies, outlets, switches, conduits, wiring, or circuits, delay(s) in completing site preparation, or any other cause(s) will be at Customer's expense. Any labor in excess of standard installation services and any overtime incurred by EIS employees in respect to such additional time required or delay(s) experienced (as well as any extra labor or overtime work performed at the request of Customer) will be invoiced to and paid by Customer at then-prevailing SEI demand service rates. Customer is responsible for obtaining all government approvals required for the purchase, installation, and use of the Equipment or Goods.

**CREDIT TERMS, SECURITY AGREEMENT, AND CUSTOMER DEFAULT.** EIS may establish or change the credit and payment terms extended to Customer when in EIS's sole opinion Customer's financial condition or previous payment record warrants such action. Customer's signature on this quotation constitutes an agreement to honor the credit and payment terms so established or changed. Customer will provide promptly upon request such financial information as may be requested by EIS to complete its credit review of Customer. In signing this quotation, Customer grants to EIS a purchase money security interest in all of the Equipment and other Goods identified herein until all payments for the Equipment and other Goods have been received by EIS. Customer agrees to secure, to sign, and to deliver such promissory notes, security agreements, financing statements, landlord and mortgage waivers, and other documents as may be required by EIS, or by any of EIS's assignees, to evidence or to perfect the security interest in the Equipment and other Goods (if the Equipment and other Goods are to be delivered in Arkansas, Customer hereby grants to EIS, and EIS's assignees, a vendor's lien against the Equipment and other Goods and agrees to sign such documents as may be required to record such lien). Where permitted by applicable law, Customer's signature on this quotation constitutes authorization for the employees or agents of EIS or EIS's assignees, to execute and file financing statements (and any amendments thereto) and other document on behalf of Customer in order to perfect the security interest in the Equipment and other Goods

## EQUIPMENT QUOTATION

QUOTE NO. MSJ-051711

as long as any balance is due hereunder. Title to the Equipment or any part thereof shall pass from EIS as soon as all payments due herein have been fully made in cash. The Goods shall be and remain personal or moveable property notwithstanding their mode of attachment to realty or other property. If Customer does not pay amount when due or does not meet any EIS other obligations hereunder, then (in addition to any other remedies available at law or in equity) EIS may accelerate any balance due and require immediate payment thereof; may enter Customer's premises peacefully and render any Equipment purchased hereunder inoperable; and may repossess the Equipment and other Goods. The cost of repossessing, removing, transporting, reconditioning, storing, and reselling the Equipment and other Goods, and all other associated costs, will be applied to the unpaid balance owed by Customer. Customer will remain liable for any deficiency, which remains after such resale, and EIS will return to Customer all net proceeds in excess of Customer's unpaid balance. With respect to any delinquent payments, Customer agrees to pay a finance charge at the rate of one and one-half percent (1 ½%) per month computed from the date each delinquent payment or accelerated balance shall have become due. Furthermore, in any action initiated to enforce the terms of this Agreement following Customer's default, EIS shall recover as part of its damages, all costs, expenses, and attorney fees incurred in connection with such action. Customer will keep the Equipment and Goods free and clear of all claims, lien, security interest or other encumbrances. Customer will give EIS immediate written notice of any attachment, encumbrance, claim, levy, lien or judicial process, which may affect the Equipment or Goods in any way. Customer will not in any other manner attempt to dispose of the Equipment and Goods or, without EIS's written consent, remove the Equipment and Goods from the installation site.

**WARRANTY, DISCLAIMERS AND LIMITATIONS ON LIABILITY.** All Equipment or Goods are covered by warranty terms extended by the manufacturer(s) or supplier(s) of such Equipment or Goods, copies of which are available from EIS upon written request. No other warranties are offered by EIS with respect to any Equipment or Goods and EIS has not authorized any employee or agent to offer any warranties except those referenced above. Labor warranty hours are from 8a.m. to 5p.m., Monday-Friday. Nights, Weekends and Holiday labor warranty will be charged at our normal hourly rate.

**THE WARRANTIES REFERENCED IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY ON THE PART OF SEI. SEI NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT AND OTHER GOODS. SEI SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT (OR OTHER GOODS) OR ITS (OR THEIR) SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT OR TO FACILITIES, COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWN TIME, AND ANY SIMILAR AND DISSIMILAR LOSSES, COST, OR DAMAGES.**

**EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased hereunder shall be operated exclusively by duly qualified technician and/or licensed physicians in a safe and reasonable manner in accordance with manufacturer's instructions and for the purpose for which the Equipment was intended and, further, in compliance with the standards of the National Bureau of Standards and the Department of Health, Education and Welfare, as revised from time to time. Customer agrees to indemnify and hold EIS and EIS's officers and directors harmless from any causes of action, judgments and cost, including reasonable attorney's fees arising out of or in connection with the operation of the Equipment by Customer.

**RETURNS.** EIS shall not allow returns of any of the following: (1) any products not purchased from EIS; (2) any special or unique Goods and any products purchased on a "special order" basis; (3) any chemicals, diagnostic materials, and any products, or consumable items (unless defective and covered under manufacturer's warranty); (4) Equipment or single-use products already used, outside of original packaging, or separated from original labeling and operating manuals; (5) any products with damaged, missing, or defaced labeling or packaging; (6) any products within eight(8) months of the expiration date as noted on the package(s); and, (9) any products not returned by Customer and actually received by EIS within 45 days of the date of EIS's invoice. All returns are subject to restocking charge of twenty percent (20%) of the original invoiced price. Customer shall be responsible of all freight and insurance in returning any products to EIS. Customer will comply with all special packaging and labeling requirements of EIS consistent with law and regulations.

**MISCELLANEOUS.** EIS may change the construction, design, or configuration of the Equipment or other Goods without notice to Customer as long as the general function of the Equipment or the Goods is not thereby altered. Any Equipment sold hereunder may contain certain components, which have been remanufactured or refurbished following limited prior use.

These terms and conditions are to be interpreted and enforced under the laws of the State of North Carolina without regard to principles of choice of law.

The invalidity or unenforceability of any provision hereof will not affect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. The failure of EIS at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions. Clerical errors are subject to correction.

Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and Customer practice or interpretations in matters involving the sale, deliver, installation, use, or service of the Equipment and Goods or similar or dissimilar Equipment, Goods or services shall not serve as references in interpreting the terms and conditions hereof.

EIS shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of Customer (or any of the Customer's employees, agents or representatives), acts of civil or military authorities, fire, floods, and other similar or dissimilar natural causes, riot, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, water, transportation, labor materials, supplies, fuel or power delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond EIS's control. The time for performance of EIS's obligations hereunder shall be extended for a commercially, reasonable personable period of time in the event of any delay or default for such cause(s).

EIS reserves the right to allocate its available supplies among its Customers on such basis as EIS may deem fair and practical, without liability for any resulting failure of performance on behalf of Customer.

Customer's obligations hereunder are independent of any other obligations Customer may have under any other contract or account with EIS. Customer will not exercise any right of offset in connection with the terms and conditions hereof any other contract or account with EIS.



Quotation Prepared for:

Mission Hospitals  
509 Biltmore Avenue  
Asheville, NC 28804

Attn: Ms. Jennifer Sizemore

Omega Medical Imaging OMI-CS-10 FP  
Single Plane Electrophysiology Imaging System  
With Flat Panel Detector and Flat Panel Monitor

Quotation Prepared By:

Henry Connolly  
Cell: (336) 480-4398  
Phone: (336) 505-9105  
Fax: (336) 992-0045  
E-Mail: [hconnolly@excelimagingolutions.com](mailto:hconnolly@excelimagingolutions.com)

***Excellence in Imaging***

Mailing Address: PO BOX 218, Kernersville, NC 27285  
Phone: 336-480-4398 Fax: 336-992-0045

EXCEL IMAGING SOLUTIONS

DATE: 12/12/11

EQUIPMENT QUOTATION

QUOTE NO. MSJ-121211

**PRESENTED TO:**

Mission Hospitals  
509 Biltmore Avenue  
Asheville, NC 28804  
Attn: Ms. Jennifer Sizemore  
Director – Cardiac Services

**DELIVER TO:**

Mission Hospitals  
509 Biltmore Avenue  
Asheville, NC 28804  
Attn: Ms. Jennifer Sizemore  
Director – Cardiac Services

EQUIPMENT  
SUMMARY

**OMEGA MEDICAL IMAGING OMI-CS-10 FP SINGLE PLANE  
ELECTROPHYSIOLOGY IMAGING SYSTEM WITH  
FLAT PANEL DETECTOR AND FLAT PANEL MONITOR**

Excel Imaging Solutions (EIS) submits the following Quotation offering to sell the Equipment/Accessories described herein at prices and terms stated subject to your Acceptance of the Terms and Conditions of this Offer.

**PARTS WARRANTY:** Provided by the Manufacturer, 12 months, unless otherwise indicated in quote.

**ALL CANCELLED ORDERS ARE SUBJECT TO A 25% RESTOCKING FEE.**

**LABOR:** (12) Twelve Months provided by EIS or select vendors during normal working hours, 8am-5pm Mon-Fri., unless specified otherwise.

**TERMS:** 30% payment with order, 60% payment due upon delivery, 10% payment due upon completion.

**PRICES ARE SUBJECT TO APPLICABLE TAX AND TRANSPORTATION CHARGES AND ARE NOT INCLUDED IN THE QUOTED PRICING.**

**APPLICABLE TAX WILL BE ADDED TO THE INVOICE AT THE TIME OF BILLING.**

The quoted prices are valid for 30 days from the date stated above unless otherwise specified.

Additional terms and conditions of this quotation appear on last pages of quotation.

ACCEPTED BY PURCHASER AS QUOTED

EXCEL IMAGING SOLUTIONS REPRESENTATIVE  
ACCEPTED BY SELLER: Henry Connolly

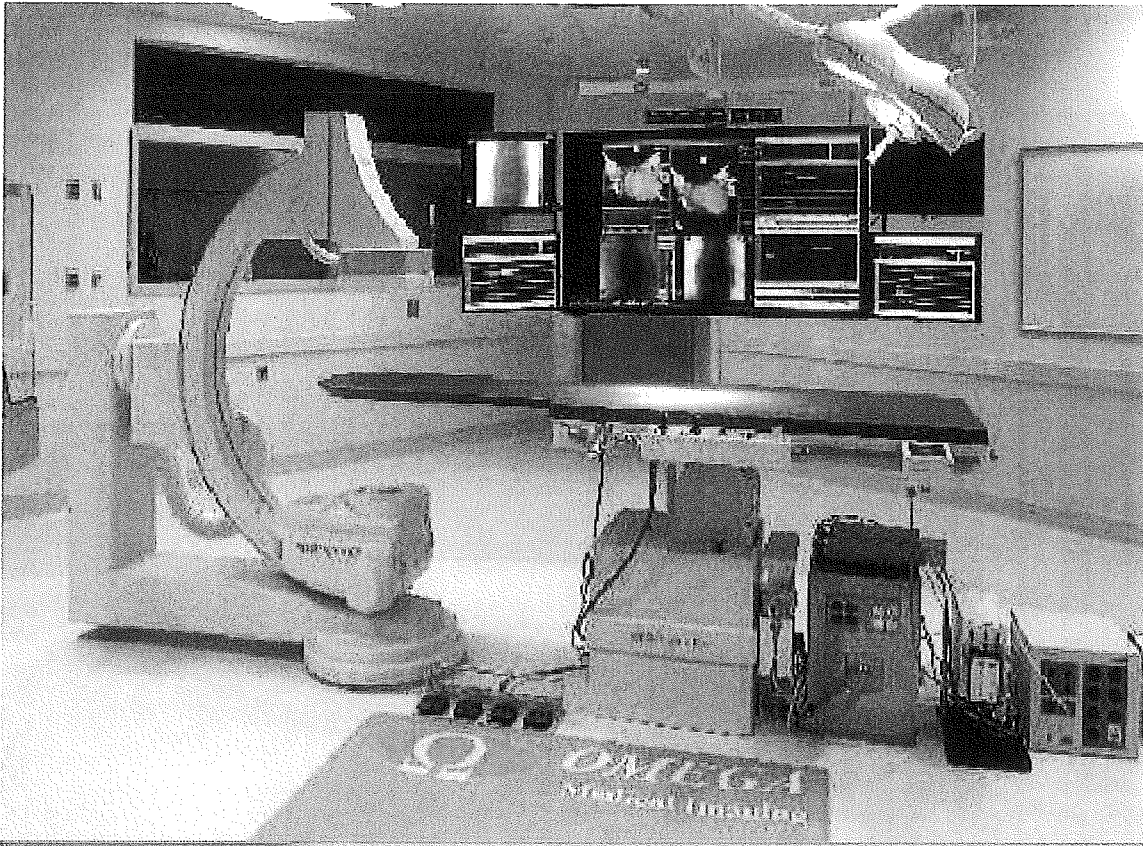
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PURCHASER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER'S SIGNATURE

\_\_\_\_\_  
DATE

**OMEGA OMI-CS-10 SINGLE PLANE ELECTROPHYSIOLOGY  
IMAGING SYSTEM with FLUORO and FLUORO LOOP IMAGING,  
FLAT PANEL DETECTOR AND FLAT PANEL MONITOR**



**QTY. CAT.NO. DESCRIPTION**

1	A-565	<p><b>OP-65 R/F RADIOGRAPHIC &amp; FLUOROSCOPIC X-RAY GENERATOR</b>  High Frequency, 65 kW, up to 240 kHz Ripple Frequency</p> <ul style="list-style-type: none"> <li>▪ kV Radiographic                   40 - 150 kV</li> <li>▪ mA Radiographic                 10 - 800 mA</li> <li>▪ kV Fluoroscopic                 40 - 125 kV</li> <li>▪ Pulsed Fluoro mA                16 - 80 mA</li> <li>▪ Pulsed Fluoro Rate              3.75/7.5/15/30 p/s</li> <li>▪ Spot Image Rate                 Up To 4 Spot Images p/s</li> <li>▪ Single Tube Operation</li> <li>▪ Source to Patient Dose Compensation</li> <li>▪ Programmable Patient Entrance Dose Rate</li> <li>▪ AEC/ABS</li> <li>▪ 400 or 480 VAC, 3 Phase</li> </ul>
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**QTY. CAT.NO. DESCRIPTION**

		<ul style="list-style-type: none"> <li>▪ Dual Speed Starter</li> <li>▪ Digital Interface</li> </ul>
1	B-200	<b>ISOCENTRIC FLOOR MOUNTED L/C FRONTAL POSITIONER</b> <ul style="list-style-type: none"> <li>▪ Motorized vertical SID 10 inches</li> <li>▪ Motorized rotation <math>\pm 90^\circ</math></li> <li>▪ Motorized angulation <math>\pm 90^\circ</math></li> <li>▪ Motorized Cranial/Caudal <math>\pm 50^\circ</math></li> <li>▪ Digital readout for L/C movements, table elevation, tilting degrees</li> </ul>
1	B-500	System Control - Single Plane
1	B-803	Three (3) Function Foot Switch
1	C-300	<b>ELEVATING/FLOATING TOP TABLE</b> Tabletop: <ul style="list-style-type: none"> <li>▪ Four way floating carbon fiber top</li> <li>▪ Transverse travel <math>\pm 6</math> inches</li> <li>▪ Longitudinal travel 48 inches</li> <li>▪ Vertical travel 33 - 41 inches</li> <li>▪ Length 104 inches</li> <li>▪ Width 27 inches</li> </ul> Cut out is 18 inches wide and extends 40 inches from head of table Rated patient load is 450 pounds
		Accessories:
1	C-019	Removable Foot Rest
1	C-002	I.V. Pole & Mount
1	C-004	2-Inch Thick Table Pad, 92 inch
1	C-005	Three 4-Inch Wide Velcro Restraints
1	C-006	Two Arm Supports
1	C-009	Table Rail Mounted Radiation Shield, Right
1	C-010	Table Rail Mounted Radiation Shield, Left
1	C-011	Removable Tabletop Extension
1	D-FPM	<b>CEILING MOUNTED SUSPENSION for 56 INCH LCD            FLAT PANEL MONITOR</b> <ul style="list-style-type: none"> <li>▪ 13'4" Ceiling Rails</li> </ul>
4	D-505	18" Flat Panel Display Monitors; 2 for procedure room, 2 for control room



**QTY. CAT.NO. DESCRIPTION**

1 D-905 PRINCESTAR HIGH RESOLUTION FLAT PANEL DETECTOR SYSTEM

## Includes:

- Varian PaxScan 2020 + Flat Panel Detector
- RayStar-MX200-OMI High Resolution R/F Image Processor

## SPECIFICATIONS:

## Varian PaxScan 2020 + Flat Panel Detector

- Receptor Type: Amorphous Silicon
- Conversion Screen: Cesium Iodide
- Pixel Matrix - Active: 1024 x 1024
- Pixel Area - Active: 19.8cm x 19.8cm
- Pixel Pitch: 194µm

## RayStar-MX200-OMI High Resolution R/F Image Processor

- Modes of Operation: Fluoro/ Fluoro Loops/ Spot Films
- Dual Core Processor
- 100 Base T and 1000 Base T Networking Points
- 80,000 Image Storage
- Auto Loop Replay
- Last Image Hold
- Real Time 5 Level Edge Enhancement
- DICOM Transfer to Network
- Image Processing 1024 x 1024 x 14 Bit
- Digital Shutters
- Image Auto Window/ Level
- Motion Correction with Programmable Thresholds
- Zoom/ Pan/ Window/ Level Adjustments
- Annotation/ Pointer Print
- Image/ AVI Storage to CD, DVD, or USB
- Static High Resolution Image Display
- DICOM CD/ DVD with Embedded Viewer
- DICOM 3.0 Network Interface
- Measurement Package - Length, Angle, Calibration.
- Multi-Image Display 4 on 1 and 16 on 1
- Dynamic Replay of Loops 4 on 1

1 F-625 SQUARE FIELD COLLIMATOR

- Automatically collimates to selected field size
- Automatically tracks SID
- Automatic Rotation

**QTY. CAT.NO. DESCRIPTION**

QTY.	CAT.NO.	DESCRIPTION
1	G-109	MGT HIGH SPEED DUAL FOCUS X-RAY TUBE with Fast Cooling Anode <ul style="list-style-type: none"> <li>▪ 1,000,000 heat unit anode</li> <li>▪ 10° target, 270° horns</li> <li>▪ Rated 53/90 kW</li> <li>▪ 0.6 - 1.0 f/s</li> </ul>
1	G-500	QUIET STYLE HEAT EXCHANGER <ul style="list-style-type: none"> <li>▪ Reduces X-ray tube heat by 100,000 heat units per minute</li> </ul>
1	H-800	Set of System Interconnecting Cables
1	H-806	Pair of Low Noise High Voltage Cables - 65 feet
1	I-100	Electronic Rack Cabinet
1	I-110	CPU Electronics Enclosure
1	Z-530	INTEGRATED FLUOROSCOPIC DOSE READOUT SYSTEM <ul style="list-style-type: none"> <li>▪ Displays accumulated patient entrance dose per study</li> <li>▪ Displays accumulated fluoroscopic exposure time per study</li> <li>▪ Displays patient's entrance dose rate</li> <li>▪ End of study reset</li> </ul>
1	Z-100	Complete Factory Pre-Staging of System
1	560W	56 Inch LCD Large Monitor Integration System for Procedure Room <ul style="list-style-type: none"> <li>▪ Wide screen display, 3840 x 2160 native resolution</li> <li>▪ LCD panel: 56" QFHD CMO SMVA</li> <li>▪ Max. brightness: 450 cd/m2</li> <li>▪ Controlled brightness: 300 cd/m2</li> <li>▪ Contrast ratio: 1200:1</li> <li>▪ 2x DVI-D dual link   Redundant backlight</li> <li>▪ Power   CE medical device certificate</li> <li>- Large Monitor Manager Signal Input Management Hardware <ul style="list-style-type: none"> <li>▪ Max. input resolution: DVI single link (1920 x 1200)</li> <li>▪ 6 analog inputs, 24 digital inputs</li> <li>▪ Virtual input handling</li> <li>▪ Flexible input processing (zooming/cropping)</li> <li>▪ Administration via Ethernet</li> <li>▪ Browser interface</li> <li>▪ Remote control interface</li> <li>▪ Service and status information</li> <li>▪ Ultra low latency in channel processing</li> <li>▪ Event triggered layout and content switch</li> <li>▪ Redundant power supply, hot plug replaceable</li> </ul> </li> </ul>

EXCEL IMAGING SOLUTIONS

DATE: 12/12/11

EQUIPMENT QUOTATION

QUOTE NO. MSJ-121211

**QTY. CAT.NO. DESCRIPTION**

1	Z-513	3-Light Surgical Lamp and Shield
1	APPS	Three Days of Clinical Applications
1	BOSE	Bose Stereo
2	FMAT	Omega Floor Mats

System List Price: \$922,343.00

Discounted Price for Mission Hospitals: \$736,550.00\*\*

**Options:**

1	CareTalk	Wireless Headset Communication System (4 Headsets)
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Add \$7,195.00 to System Price

PACKAGE PRICE INCLUDES ANY INSTALLATION & WARRANTY

\*\* TAXES AND FREIGHT WILL BE ADDED AT TIME OF INVOICING

## EQUIPMENT QUOTATION

QUOTE NO. MSJ-121211

**EXCLUSIVE TERMS OF SALES.** The Equipment ("Equipment") and all other Goods ("Goods") described in this quotation are offered by Excel Imaging Solutions ("EIS") only on the following terms and conditions. Any additional or different terms or conditions stated in any purchase order, acknowledgement or other document issued by Customer in connection with this quotation are rejected and will not under any circumstances be binding on EIS unless specifically accepted in writing by the President or any Vice President of EIS. Customer's signature on this quotation constitutes an agreement (1) that this quotation states the exclusive terms and conditions of the contracts of sale of the Equipment and other Goods to Customers and (2) that any contemporaneous or subsequent references by the parties to Customer's administrative purchase order, acknowledgement or other document will be effective only for Customer's purposes (e.g., tracking Customer's purchases through purchase order numbers). This quotation supersedes all previous EIS quotations with respect to the Equipment and other Goods. There are no written or oral agreements, statements, representations, or understandings which shall in any way relate to, affect, or control the validity or enforcement of these terms and conditions, except as expressly provided herein. All sales are subject to EIS management review and approval of credit and finance matters and any terms or descriptions included in this quotation by EIS representatives.

**CHANGES OR CANCELLATION.** Orders accepted by EIS are not subject to changes or cancellation by Customer except with EIS's written consent and upon payment to EIS of EIS's cancellation charges. Any cancellation made that is not in accordance with this Paragraph shall be deemed a default by Customer and EIS shall be entitled to those remedies provided herein.

**PRICE.** The price does not include installation of any Equipment unless included on the face of this quotation. Unless otherwise indicated, the price also does not include: (1) transportation of the Equipment and other Goods to Customer; (2) any taxes or duties (including without limitation all sales taxes on the Equipment, other Goods, and freight); or, (3) any handling, rigging, uncrating, storage, or other charges incidental to shipment delivery, or installation of the Equipment or other Goods.

**TERMS OF PAYMENTS.** Customer shall pay EIS thirty-three percent (33%) of the total cash price upon acceptance of Customer's order by EIS, and an additional thirty-three percent (33%) of the total cash price upon delivery of the second system; with remaining thirty-four percent (34%) upon receipt of the third system.

**SHIPMENT.** Delivery shall be made F.O.B. shipping point or port of entry and Customer shall assume all transportation charges from such F.O.B. shipping point. Except for obligations stated under "Warranty", EIS responsibilities for products ceases and risk of loss passes to Customer upon delivery to the carrier at the stated shipping point. In the event of loss, damage, injury or destruction after such delivery to the carrier, claims must be made against the Customer's carrier and not against EIS. In no event shall any loss, damage, injury or destruction operate in any manner to release Customer from the obligation to make payments required herein.

**FREIGHT CLAIMS.** When there is visible damage or shortages, both Customer and the carrier shall examine the contents of shipments suffering visible damage or shortage. Both the carrier's copy and consignee's copy of the delivery receipt shall be endorsed as to damage or shortage. In order to substantiate the proper amount of any damage, Customer shall notify the carrier promptly to request inspection of the damaged Goods. Report of visible damages or shortage must be made within five (5) days of delivery. All damaged or shorted Goods shall be held by Customer for disposition by the carrier.

**CONCEALED LOSS OR DAMAGE.** Customer shall leave any products suffering from concealed loss or damage in their original container(s) and permit the carrier to inspect the same. Any reports of concealed loss must be made within 10 days of delivery, or such shorter period as the carrier may require. Customer must request inspection by the carrier immediately upon discovery of the loss or damages. Notice to the carrier may be given by telephone or in person and shall be confirmed by mail. Customer shall retain all Goods inspected for concealed loss or damage for disposition by the carrier.

**FILING CLAIMS.** Any claim must be filed within 10 days of the date of delivery, or such shorter period as the carrier may require. All claims must be filed for a specific amount and must be supported by copies of the following: (1) the original bill of lading; (2) the original paid freight bill; (3) the original invoice; (4) the carrier's documents pertaining to the particular shipment involved; and, (5) such other documents as EIS or carrier may require. Customer shall contact its EIS representative and carrier for further instructions and administrative details in handling freight claims.

**INSURANCE.** Customer shall at its expense keep the Equipment and Goods insured against all risks of loss from every cause whatsoever for not less than the full price stated in this quotation or its replacement value, whichever is greater, until all payments for the Equipment and other Goods have been received by EIS. Customer shall carry liability insurance for both personal injury and property damage in an amount customary for entities similar to Customer and relating to Equipment similar to the Equipment and other Goods. All insurance shall be in a form and amount and with a company satisfactory to EIS. All such insurance for loss or damage shall provide that EIS shall be the loss payee thereof and such liability insurance shall insure EIS, as well as Customer, against liability. Customer shall provide satisfactory evidence to EIS of such insurance coverage at the time of delivery. The insurer shall agree, by endorsement upon policies issued by it, that it will give EIS 30 days prior written notice of the effective date of any alteration, renewal or cancellation of such policy. The proceeds of such insurance, payable as a result of the Equipment or other Goods being lost, stolen, taken, destroyed or damaged, shall be at the option of EIS, (a) toward the replacement; restoration or repair of the Equipment and Goods, or (b) toward payment of the obligations of Customer under this quotation.

**SITE PREPARATION AND INSTALLATION.** If installation is included on the face of this quotation, Customer remains responsible for preparing its site for installation of the Equipment in accordance with the manufacturer's specifications. Full, free, and immediate access to the installation site (and a suitable and safe space for storage of the Equipment before installation) will be provided by Customer. Customer is responsible for having the Equipment moved from its point of delivery to the installation site. Any scaffolding, platforms, lifting Equipment, rigging, building alterations, climate controls, power supplies, electrical circuits, safety switches, power outlets, conduits, wiring, structural support, utilities, plumbing, carpentry, or other work required by any applicable laws or by EIS in connection with installation of the Equipment will be provided by Customer at its own expense. If trade unions or other third parties interfere with (or threaten to interfere with) the installation of the Equipment by EIS employees, Customer is responsible for making any necessary arrangement with such parties to permit completion of the installation, all at Customer's expense. EIS offers no warranty and assumes no liability for the fitness or adequacy of the premises (or the utilities available at the premises) in which the Equipment is to be installed, used, or stored. Customer agrees to indemnify, defend, and hold EIS harmless against any loss, damage, or claim arising out of the condition of such premises (or utilities).

The Equipment will be installed during normal working hours. Installation services include: (1) connecting the Equipment to safety switches and power outlets provided and installed by Customer prior to delivery of the Equipment; (2) testing the Equipment after installation to verify compliance with EIS's published performance specifications only. Installation will be considered complete upon Customer's first use of the Equipment or upon EIS's verification that the Equipment substantially complies with the manufacturer's published performance specifications, whichever occurs first. The price includes standard installation serviced only. Any additional time required or delay(s) experienced in installing the Equipment resulting from the condition or location of the premises, the condition or location of power supplies, outlets, switches, conduits, wiring, or circuits, delay(s) in completing site preparation, or any other cause(s) will be at Customer's expense. Any labor in excess of standard installation services and any overtime incurred by EIS employees in respect to such additional time required or delay(s) experienced (as well as any extra labor or overtime work performed at the request of Customer) will be invoiced to and paid by Customer at then-prevailing SEI demand service rates. Customer is responsible for obtaining all government approvals required for the purchase, installation, and use of the Equipment or Goods.

**CREDIT TERMS, SECURITY AGREEMENT, AND CUSTOMER DEFAULT.** EIS may establish or change the credit and payment terms extended to Customer when in EIS's sole opinion Customer's financial condition or previous payment record warrants such action. Customer's signature on this quotation constitutes an agreement to honor the credit and payment terms so established or changed. Customer will provide promptly upon request such financial information as may be requested by EIS to complete its credit review of Customer. In signing this quotation, Customer grants to EIS a purchase money security interest in all of the Equipment and other Goods identified herein until all payments for the Equipment and other Goods have been received by EIS. Customer agrees to secure, to sign, and to deliver such promissory notes, security agreements, financing statements, landlord and mortgage waivers, and other documents as may be required by EIS, or by any of EIS's assignees, to evidence or to perfect the security interest in the Equipment and other Goods (if the Equipment and other Goods are to be delivered in Arkansas, Customer hereby grants to EIS, and EIS's assignees, a vendor's lien against the Equipment and other Goods and agrees to sign such documents as may be required to record such lien). Where permitted by applicable law, Customer's signature on this quotation constitutes authorization for the employees or agents of EIS or EIS's assignees, to execute and file financing statements (and any amendments thereto) and other document on behalf of Customer in order to perfect the security interest in the Equipment and other Goods.

as long as any balance is due hereunder. Title to the Equipment or any part thereof shall pass from EIS as soon as all payments due herein have been fully made in cash. The Goods shall be and remain personal or moveable property notwithstanding their mode if attachment to realty or other property. If Customer does not pay amount when due or does not meet any EIS other obligations hereunder, then (in addition to any other remedies available at law or in equity) EIS may accelerate any balance due and require immediate payment thereof; may enter Customer's premises peacefully and render any Equipment purchased hereunder inoperable; and may repossess the Equipment and other Goods. The cost of repossessing, removing, transporting, reconditioning, storing, and reselling the Equipment and other Goods, and all other associated costs, will be applied to the unpaid balance owed by Customer. Customer will remain liable for any deficiency, which remains after such resale, and EIS will return to Customer all net proceeds in excess of Customer's unpaid balance. With respect to any delinquent payments, Customer agrees to pay a finance charge at the rate of one and one-half percent (1 ½%) per month computed from the date each delinquent payment or accelerated balance shall have become due. Furthermore, in any action initiated to enforce the terms of this Agreement following Customer's default, EIS shall recover as part of its damages, all costs, expenses, and attorney fees incurred in connection with such action. Customer will keep the Equipment and Goods free and clear of all claims, lien, security interest or other encumbrances. Customer will give EIS immediate written notice of any attachment, encumbrance, claim, levy, lien or judicial process, which may affect the Equipment or Goods in any way. Customer will not in any other manner attempt to dispose of the Equipment and Goods or, without EIS's written consent, remove the Equipment and Goods from the installation site.

**WARRANTY, DISCLAIMERS AND LIMITATIONS ON LIABILITY.** All Equipment or Goods are covered by warranty terms extended by the manufacturer(s) or supplier(s) of such Equipment or Goods, copies of which are available from EIS upon written request. No other warranties are offered by EIS with respect to any Equipment or Goods and EIS has not authorized any employee or agent to offer any warranties except those referenced above. Labor warranty hours are from 8a.m. to 5p.m., Monday-Friday. Nights, Weekends and Holiday labor warranty will be charged at our normal hourly rate.

**THE WARRANTIES REFERENCED IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY ON THE PART OF SEI. SEI NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT AND OTHER GOODS. SEI SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT (OR OTHER GOODS) OR ITS (OR THEIR) SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT OR TO FACILITIES, COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWN TIME, AND ANY SIMILAR AND DISSIMILAR LOSSES, COST, OR DAMAGES.**

**EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased hereunder shall be operated exclusively by duly qualified technician and/or licensed physicians in a safe and reasonable manner in accordance with manufacturer's instructions and for the purpose for which the Equipment was intended and, further, in compliance with the standards of the National Bureau of Standards and the Department of Health, Education and Welfare, as revised from time to time. Customer agrees to indemnify and hold EIS and EIS's officers and directors harmless from any causes of action, judgments and cost, including reasonable attorney's fees arising out of or in connection with the operation of the Equipment by Customer.

**RETURNS.** EIS shall not allow returns of any of the following: (1) any products not purchased from EIS; (2) any special or unique Goods and any products purchased on a "special order" basis; (3) any chemicals, diagnostic materials, and any products, or consumable items (unless defective and covered under manufacturer's warranty); (4) Equipment or single-use products already used, outside of original packaging, or separated from original labeling and operating manuals; (5) any products with damaged, missing, or defaced labeling or packaging; (6) any products within eight(8) months of the expiration date as noted on the package(s); and, (9) any products not returned by Customer and actually received by EIS within 45 days of the date of EIS's invoice. All returns are subject to restocking charge of twenty percent (20%) of the original invoiced price. Customer shall be responsible of all freight and insurance in returning any products to EIS. Customer will comply with all special packaging and labeling requirements of EIS consistent with law and regulations.

**MISCELLANEOUS.** EIS may change the construction, design, or configuration of the Equipment or other Goods without notice to Customer as long as the general function of the Equipment or the Goods is not thereby altered. Any Equipment sold hereunder may contain certain components, which have been remanufactured or refurbished following limited prior use.

These terms and conditions are to be interpreted and enforced under the laws of the State of North Carolina without regard to principles of choice of law.

The invalidity or unenforceability of any provision hereof will not affect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. The failure of EIS at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions. Clerical errors are subject to correction.

Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and Customer practice or interpretations in matters involving the sale, deliver, installation, use, or service of the Equipment and Goods or similar or dissimilar Equipment, Goods or services shall not serve as references in interpreting the terms and conditions hereof.

EIS shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of Customer (or any of the Customer's employees, agents or representatives), acts of civil or military authorities, fire, floods, and other similar or dissimilar natural causes, riot, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, water, transportation, labor materials, supplies, fuel or power delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond EIS's control. The time for performance of EIS's obligations hereunder shall be extended for a commercially, reasonable personable period of time in the event of any delay or default for such cause(s).

EIS reserves the right to allocate its available supplies among its Customers on such basis as EIS may deem fair and practical, without liability for any resulting failure of performance on behalf of Customer.

Customer's obligations hereunder are independent of any other obligations Customer may have under any other contract or account with EIS. Customer will not exercise any right of offset in connection with the terms and conditions hereof any other contract or account with EIS.



October 4, 2012

Craig Smith, Chief  
Certificate of Need Section  
Division of Health Service Regulation  
North Carolina Department of Health and Human Services  
2704 Mail Service Center  
Raleigh, North Carolina 27699-2704

RE: Replacement Electrophysiology Equipment

Dear Mr. Smith:

Mission Hospital ("Mission") submits this letter as written notice the existing EP equipment will remain in use until the replacement lab is operational. Mission Hospital will not be increasing the number of existing Electrophysiology labs. As soon as the new EP lab is inspected and approved, the old equipment will be decommissioned by representatives of Mission Hospital, relocated to a non-clinical setting and will be sold or otherwise disposed of in accordance with G.S. 131-E 176. 16 (22a).

Sincerely,

A handwritten signature in black ink, appearing to read "Toby M. Kay", with a large, sweeping flourish extending upwards and to the right.

Toby M. Kay  
Director – Facility Project Management  
Mission Health System  
(828) 213-9442  
Email: [toby.kay@msj.org](mailto:toby.kay@msj.org)