



North Carolina Department of Health and Human Services
Division of Health Service Regulation

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Drexdal Pratt
Division Director

October 14, 2013

Terri Harris
300 North Greene Street, Suite 1400
Greensboro, NC 27401

No Review

Facility or Business: Asheville Imaging Center
Project Description: Relocate existing diagnostic center
County: Buncombe
FID #: 010922

Dear Ms. Harris:

The Certificate of Need Section (CON Section) received your letters of July 22, 2013; August 23, 2013; and September 20, 2013, regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request**, the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

Moreover, you need to contact the Radiation Protection Section of the Division of Health Service Regulation to determine if they have any requirements for development of the proposed project.

It should be noted that this determination is binding only for the facts represented by you. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by the Certificate of Need Section. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in the original cost estimate; (3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.



Certificate of Need Section

www.ncdhhs.gov

Telephone: 919-855-3873 • Fax: 919-733-8139

Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603

Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

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Terri Harris
October 9, 2013
Page 2

Please contact the CON Section if you have any questions. Also, in all future correspondence you should reference the Facility I.D. # (FID) if the facility is licensed.

Sincerely,



Julie Halatek
Project Analyst



Craig R. Smith, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DHSR
Radiation Protection Section, DHSR



SMITH MOORE LEATHERWOOD

August 23, 2013

Received by
the CON Section
AUG 26 2013

VIA E-MAIL AND U.S. MAIL

Julie Halatek, Project Analyst
Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, North Carolina 27699-2704

Re: Asheville Imaging Center/Relocate Existing Diagnostic Center/ Buncombe
County, FID 010922

Dear Julie:

We are writing on behalf of Asheville Imaging Center ("AIC") in response to your August 8, 2013 letter requesting additional information about medical diagnostic equipment for the relocated diagnostic center. As noted below, some of the equipment is used. The following is the information you requested regarding the medical diagnostic equipment:

<u>Equipment</u>	<u>Purchase/Lease</u>	<u>Cost</u>	<u>FMV</u>	<u>Cost w/tax at 6.75%</u>
CT Scanner (used - fixed)	Purchase	\$150,000	\$150,000	\$194,163 (includes \$34,038 to relocate/install)
Ultrasound (used - movable)	Purchase	\$ 20,000	\$ 20,000	\$ 21,350
Mammography (new - fixed)	Operating Lease	\$239,850	\$239,850	\$256,040
X-ray (new - fixed)	Operating Lease	\$ 88,049	\$ 88,049	\$ 93,992
Bone Density (new - movable)	Operating Lease	\$ 55,000	\$ 55,000	\$ 58,713

Attached for further clarification is a detailed spreadsheet showing all the fixed and movable equipment planned for the relocated diagnostic center, including the above listed medical diagnostic equipment, related accessories, printers and even trash cans.

Julie Halatek, Project Analyst

August 23, 2013

Page 2

The above amounts were all included in the certified cost estimate attached as Exhibit C to my July 22 letter. The amounts above for the new equipment (mammography, x-ray, and bone density) are the list prices for the equipment even though AIC will have operating leases for these three pieces of equipment. The list prices of the mammography, x-ray, and bone density equipment were included in the equipment line items in the certified cost estimate out of an abundance of caution, but they do not constitute capital costs under generally accepted accounting principles, which means the actual capital expenditure for this project is lower by \$408,745.

The totals for fixed and movable equipment on the certified cost estimate also include the other costs necessary to make operational the medical diagnostic equipment. For the fixed equipment (CT, mammography, x-ray), costs will be incurred for low voltage power in the amount of \$23,048, access control in the amount of \$13,576, and security surveillance in the amount of \$20,468. The certified cost estimate included separate line items for equipment planning and management fees (\$26,460) and physicist consulting fees (\$5,400). The cost of construction and installation of the fixed equipment are included in the line items on the certified cost estimate for construction costs.

Based on the information submitted, please confirm in writing that AIC's relocation of its existing diagnostic center to the Mission Pardee Health Campus is not subject to certificate of need review. If you have any additional questions regarding this request, please let me know. We look forward to receiving your response as soon as possible.

With kindest regards, I am

Very truly yours,

SMITH MOORE LEATHERWOOD LLP



Terrill Johnson Harris

TJH/mp

Enclosure

Fixed and Movable Equipment - Asheville Imaging Center Relocation

Room Description	Room Qty	Item Description	Item Qty	Fixed - Movable	Unit Cost	Ext Cost	Remarks
Fixed Equipment							
Mammo	1	X-Ray System, Digital Mammography	1	Fixed	239,850	239,850	GE Mammo Essential
Radiographic	1	Radiographic System	1	Fixed	88,049	88,049	GE Proteus XR/A
Radiographic	1	Rack, Apron (2 apron)	1	Fixed	150	150	
CT	1	CT Scanner	1	Fixed	150,000 FMV	150,000 FMV	Reuse Existing GE Brightspeed (FMV \$150,000)
CT	1	Injector, Contrast Media, Ceiling Mounted	1	Fixed	13,000	13,000	Refurbished Injector
CT	1	Relocation CT Scanner	1	Fixed		34,038	Relocation Costs - GE Quote #87700243
Probe Cleaning	1	Probe Cleaning Station	1	Fixed	2,500	2,500	
Sub-Total Fixed Equipment						527,587	
Sales Tax (6.75%)						35,612	
Low Voltage						23,048	
Access Control						13,576	
Security Surveillance						20,468	
Total Fixed Equipment						620,291	

Fixed and Movable Equipment - Asheville Imaging Center Relocation

Room Description	Room Qty	Item Description	Item Qty	Fixed - Movable	Unit Cost	Ext Cost	Remarks
Movable Equipment							
WC Alcove	1	Automatic External Defibrillator	1	Movable	2,000	2,000	
Bone Density	1	Bone Density System	1	Movable	55,000	55,000	
Clean Supply	1	Cart, Linen, Enclosed	2	Movable	2,400	4,800	
WC Alcove	1	Cart, Resuscitation, Adult	1	Movable	1,900	1,900	
Clean Supply	1	Cart, O2 Cylinder Storage	2	Movable	300	600	
Clean Supply	1	Cart, Supply	4	Movable	1,200	4,800	
All Areas	1	Cart, Procedure	6	Movable	1,500	9,000	
Tech Work, PACS	1	CD Burner Digitizer, Combination Unit	1	Movable	35,000	35,000	
CT Interview	1	Chair, Phlebotomy, Bariatric	1	Movable	750	750	
All Areas	1	Container, Sharps Disposal	6	Movable	20	120	
All Areas	1	Dispenser, Glove, 3 Box	9	Movable	35	315	
All Areas	1	Hamper, Linen	9	Movable	100	900	
All Areas	1	Monitor, POC	1	Movable	3,500	3,500	iStat type monitor
Bone Density	1	Organizer Pediatric	1	Movable	100	100	
Radiographic	1	Immobilizer & Positioner, Pigg-o-stat	1	Movable	3,700	3,700	
Tech Work, PACS	1	Printer, Image	1	Movable	15,600	15,600	Dryview 5950
CT	1	Rack, Apron	1	Movable	150	150	Unit to accommodate thyroid shield.
All Areas	1	Receptacle, Waste, 40 qt	12	Movable	50	600	

Fixed and Movable Equipment - Asheville Imaging Center Relocation

Room Description	Room Qty	Item Description	Item Qty	Fixed - Movable	Unit Cost	Ext Cost	Remarks
All Areas	1	Receptacle, Waste, 28 qt	9	Movable	50	450	
All Areas	1	Receptacle, Waste, Large	1	Movable	75	75	
All Areas	3	Receptacle, Waste, Bio-hazardous	1	Movable	100	300	
Director Office	1	Refrigerator, 14.4 cu. Ft.	1	Movable	850	850	
CT Control Equipment/	1	Scanner, Document	1	Movable	850	850	
Ultrasound Work	1	Scanner, Document	1	Movable	1,300	1,300	
Radiographic	1	Shield, Mobile, Lead Acrylic	1	Movable	2,310	2,310	Half Size (PVC Stand w/ Apron)
CT Interview	1	Shielding, Wire (14 x 36)	1	Movable	200	200	
CT Interview	1	Stool, Exam	1	Movable	400	400	
Bone Density	1	Stool, Exam, w/Backrest	1	Movable	400	400	
All Areas	5	Stool, Step w/ Handrail	1	Movable	150	750	
CT Holding	1	Stretcher, Treatment	1	Movable	7,500	7,500	
CT	1	Table, Instrument, Small	1	Movable	400	400	24X36
Ultrasound	1	Table, Ultrasound Imaging	1	Movable	7,500	7,500	
All Areas	3	Television, LCD, 42" w/ Wall Tilt Mount	1	Movable	1,000	3,000	
Soiled Holding	1	Truck, Soiled Linen	1	Movable	750	750	
Soiled Holding	1	Truck, Trash	1	Movable	750	750	
Ultrasound	1	Ultrasound System	1	Movable	20,000 FMV	\$20,000 FMV	Reuse Existing Acuson Sequoia (FMV \$20,000)

Fixed and Movable Equipment - Asheville Imaging Center Relocation

Room Description	Room Qty	Item Description	Item Qty	Fixed - Movable	Unit Cost	Ext Cost	Remarks
WC Alcove	1	Wheelchair, Adult Standard	1	Movable	350	350	
Bone Density	1	Workstation, Control Warmer, Blanket, Single Compartment	1	Movable	350	350	
Clean Supply	1		1	Movable	3,500	3,500	Cart or Countertop Mounted
CT	1	Warmer, Contrast	1	Movable	420	420	
Ultrasound	1	Warmer, Gel	1	Movable	300	300	
Radiographic	1	CR Reader/ Workstation	1	Movable	20,000 FMV	20,000 FMV	Reuse Existing Agfa CR NX 85 (FMV \$20,000)
Sub-Total Movable Medical Equipment						211,540	
Sales Tax (6.75%)						14,279	
Phones and Miscellaneous Office Equipment						67,272	
Total Movable Equipment						293,091	



SMITH MOORE LEATHERWOOD

July 22, 2013



VIA E-MAIL AND U.S. MAIL

Craig R. Smith, Chief
Julie Halatek, Project Analyst
Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, North Carolina 27699-2704

Re: Relocation of Diagnostic Center

Dear Craig and Julie:

We are writing on behalf of Asheville Imaging Center ("AIC") to request confirmation that relocation of AIC's existing diagnostic center at 222 Asheland Avenue, Asheville, Buncombe County, to the Mission Pardee Health Campus, 2651 Hendersonville Road, Fletcher, Buncombe County, is not subject to certificate of need review. AIC received a certificate of need for a diagnostic center in June 2002, and a copy is attached as Exhibit A.

AIC plans to relocate its entire existing diagnostic center to the medical office building under construction at the Mission Pardee Health Campus. The office suite at 222 Asheland Avenue will continue to be used as physician office space but will no longer be used as or have any signage relating to a diagnostic center.

AIC will have an operating lease for the space in the medical office building. Although the medical office building crosses the county line and has space in Buncombe and Henderson Counties, the diagnostic center will be entirely located in Buncombe County, as shown on the line drawing attached as Exhibit B. The line drawing for the diagnostic center suite also shows that the space for registration and waiting for the diagnostic center is in Buncombe County.

To document the total capital expenditure for the upfit of the space, we have attached as Exhibit C a certified cost estimate showing that the estimated cost of all studies, surveys, designs, plans, working drawings, specifications, and other activities, including staff effort, consulting and other services, essential to relocating and making the new space operational is \$1,923,704. The imaging modalities to be offered in the new location include CT, x-ray, ultrasound, bone density, and mammography, and the certified cost estimate also includes the cost of these pieces of equipment.

Craig R. Smith, Chief
Julie Halatek, Project Analyst
July 22, 2013
Page 2

The relocation of the existing diagnostic center is not a new institutional health service under N.C.G.S. § 131E-176, including the following subsections:

1. It is not a new institutional health service under N.C.G.S. § 131E-176(16)(a) because AIC is an existing health service facility.
2. It is not a new institutional health service under N.C.G.S. § 131E-176(16)(b) because the total capital expenditure for the relocation will not exceed \$2 million.
3. It is not a new institutional health service under N.C.G.S. § 131E-176(16)(e) because it does not constitute a change in a project that was subject to certificate of need review.
4. It is not a new institutional health service under N.C.G.S. § 131E-176(16)(p) because AIC does not propose to acquire any major medical equipment as part of the relocation.

Based on the information submitted, please confirm in writing that AIC's relocation of its existing diagnostic center to the Mission Pardee Health Campus is not subject to certificate of need review. If you have any questions regarding this request, please let me know. We look forward to receiving your response as soon as possible.

With kindest regards, I am

Very truly yours,

SMITH MOORE LEATHERWOOD LLP



Terrill Johnson Harris

TJH/mp

Enclosures

STATE OF NORTH CAROLINA

Department of Health and Human Services

Division of Facility Services

CERTIFICATE OF NEED

for

Project Identification Number B-6505-01

FID# 010922

ISSUED TO: Asheville Imaging, LLP
534 Biltmore Avenue
Asheville, NC 28801

Pursuant to N.C. Gen. Stat. § 131E-175, et. seq., the North Carolina Department of Health and Human Services hereby authorizes the person or persons named above (the "certificate holder") to develop the certificate of need project identified above. The certificate holder shall develop the project in a manner consistent with the representations in the project application and with the conditions contained herein and shall make good faith efforts to meet the timetable contained herein. The certificate holder shall not exceed the maximum capital expenditure amount specified herein during the development of this project, except as provided by N.C. Gen. Stat. § 131E-176(16)e. The certificate holder shall not transfer or assign this certificate to any other person except as provided in N.C. Gen. Stat. § 131E-189(c). This certificate is valid only for the scope, physical location, and person(s) described herein. The Department may withdraw this certificate pursuant to N.C. Gen. Stat. § 131E-189 for any of the reasons provided in that law.

SCOPE: Asheville Imaging, L.L.P. d/b/a Asheville Imaging Center/Acquire a CT scanner, X-ray equipment, nuclear medicine camera and equipment, and establish a diagnostic center/Buncombe County

CONDITIONS: See Reverse Side

PHYSICAL LOCATION: Asheville Imaging Center
222 Asheland Avenue, Asheville, NC 28801

MAXIMUM CAPITAL EXPENDITURE: \$1,305,635

TIMETABLE: Completion of Construction _____ May 25, 2002
Acquisition of Equipment _____ June 15, 2002
Occupancy/Offering of Service _____ July 15, 2002

FIRST PROGRESS REPORT DUE: August 30, 2002

This certificate is effective as of the 5th day of June, 2002.

Lee B. Hoffman

Chief, Certificate of Need Section
Division of Facility Services

ASHEVILLE IMAGING, LLP d/b/a ASHEVILLE IMAGING CENTER

Project No. B-6505-01

CONDITIONS

1. Asheville Imaging Center, L.L.P. shall materially comply with all representations made by it in its certificate of need application and in the supplemental documents it filed with the Agency on April 11, 2002 and April 23, 2002. In those instances in which any of these representations conflict, Asheville Imaging Center, L.L.P. shall materially comply with the last-made representation.
2. Asheville Imaging Center, L.L.P. shall not relocate, from its first, original diagnostic center to this new diagnostic center, any existing equipment that costs \$10,000 or more, within one year after completion of this project.
3. Asheville Imaging Center, L.L.P. shall not acquire by purchase or lease, within one year after completion of this project, any equipment including replacement equipment, which costs or has a fair market value of \$10,000 or more that was not included in the capital expenditure in Section VIII.1 of the application.

PROPOSED CAPITAL COSTS

Project Name: Relocation of Diagnostic Center to Mission Pardee Health Campus

Proponent: Asheville Imaging Center

A. Site Costs

(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)	Sub-Total Site Costs	\$ *0	

B. Construction Contract

(8)	Cost of Materials		
	General Requirements	\$ 263,734	
	Concrete/Masonry	_____	
	Woods/Doors & Windows/Finishes	_____	
	Thermal & Moisture Protection	_____	
	Equipment/Specialty Items	_____	
	Mechanical/Electrical	_____	
	Other (Building Permit)	\$ 12,583	
	Sub-Total Cost of Materials	\$ 276,317	
(9)	Cost of Labor	\$ 395,600	
(10)	Other (Int and Ext Signage)	\$ 16,964	
(11)	Sub-Total Construction Contract	\$ 688,881	

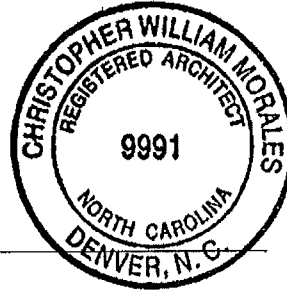
C. Miscellaneous Project Costs

(12)	Building Purchase	\$ 0
(13)	Fixed Equipment Purchase/Lease	\$ 620,291
(14)	Movable Equipment Purchase/Lease	\$ 293,091
(15)	Furniture	\$ 54,776
(16)	Landscaping	\$ *0

(17)	Consultant Fees		
	Architect and Engineering Fees	\$	116,935
	Legal Fees	\$	0
	Market Analysis	\$	0
	Other (Owner Rep)	\$	26,677
	Other (Signage)	\$	1,300
	Other (Furniture/ IT)	\$	9,380
	Other (Medical Equipment)	\$	26,460
	Other (Physicist)	\$	5,440
	Sub-Total Consultant Fees	\$	186,192
(18)	Financing Costs (e.g. Bond, Loan, etc.)	\$	70,473
(19)	Interest during Construction	\$	0
(20)	Other (Contingency)	\$	10,000
(21)	Sub-Total Miscellaneous	\$	1,234,823
(22)	Total Capital Cost of Project (Sum A-C above)		\$ 1,923,704

*Capital cost incurred by developer. Operating lease expense applied to AIC.

I attest that, to the best of my knowledge, the above construction related costs of the proposed project named above are accurate and reasonable.

(Signature of Licensed Architect or Engineer)

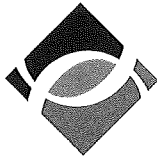
I attest that, to the best of my knowledge, the above capital costs for the proposed project are accurate and reasonable and that it is my intent to carry out the proposed project as described.



(Proponent - Signature of Officer)

CAD - Asheville Imaging Center
(Title of Officer)

Costs	Equipment	Equipment cost	Service contract	Discount	Tax (6.75%)	Total equipment cost	Total service contract cost	Total cost
	Fixed equip							
	CT scanner--used	150,000	0	0	10,125	160,125	0	160,125
	Mammography--new	222,612.84	0	0	15,026.37	237,639.21	0.00	237,639.21
	X-ray--new	88,049.27	0	0	5,943.33	93,992.60	0.00	93,992.60
	Cost of relocating/installing CT scanner (8/23)	34,038.00	0	0	0.00	34,038.00	0.00	34,038.00
	CT scan probes (9/20)	8,500.00	0	1,000	506.25	9,006.25	0.00	10,006.25
	Radiographic Rack (8/23)	150.00	0	0	10.13	160.13	0.00	160.13
	CT scanner probe cleaning station (8/23)	2,500.00	0	0	168.75	2,668.75	0.00	2,668.75
	Low Voltage power (8/23)	23,048	0	0	0.00	23,048	0.00	23,048
	Access Control (8/23)	13,576	0	0	0.00	13,576	0.00	13,576
	Security surveillance (8/23)	20,468	0	0	0.00	20,468	0.00	20,468
	Subtotal fixed equip	562,942	0	1,000	31,779.83	594,722	0.00	595,722
	Moveable equip							
	Ultrasound--used	10,500	9,000	0	708.75	11,208.75	9,000	20,208.75
	Bone density--new	54,825	0	0	3,700.69	58,525.69	0	58,525.69
	Other moveable (8/23)	203,812	0	0	13,757.31	217,569.31	0	217,569.31
	Subtotal moveable equip	269,137	9,000	0	18,166.75	287,303.75	9,000	296,303.75
	Construction contract							
	Materials	276,317.00	0	0	18,651.40	294,968.40	0.00	294,968.40
	Labor/Other	412,564.00	0	0	0	412,564.00	0	412,564.00
	Furniture	54,776.00	0	0	3,697.38	58,473.38	0	58,473.38
	Consultant Fees	186,192	0	0	0	186,192	0	186,192
	Financing Costs	70,473	0	0	0	70,473	0	70,473
	Contingency	10,000	0	0	0	10,000	0	10,000
	Total	1,842,401	9,000	1,000	72,295	1,914,696	9,000	1,924,696



SMITH MOORE LEATHERWOOD

September 20, 2013

Received by
the CON Section
SEP 23 2013

VIA E-MAIL AND U.S. MAIL

Julie Halatek, Project Analyst
Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, North Carolina 27699-2704

Re: Asheville Imaging Center/Relocate Existing Diagnostic Center/ Buncombe
County, FID 010922

Dear Julie:

We are writing on behalf of Asheville Imaging Center ("AIC") in response to your September 9, 2013 letter requesting additional information about medical diagnostic equipment for the relocated diagnostic center. The following is the information you requested regarding the medical diagnostic equipment:

1. The CT Scanner was initially leased on June 12, 2010, pursuant to an operating lease, and AIC intends to buy the CT scanner at the end of the lease in 2016 for the fair market value ("FMV"). As a result, we listed it as purchased equipment in our August 23, 2013 letter. At the time of the relocation, the operating lease will still be in effect, and the purchase will not be complete until 2016. Because of the operating lease, there was not a purchase order for the CT scanner. The FMV of \$150,000 was determined by Paul Crawford, Modality Manager-CT, Block Imaging, International, Inc., and a copy of his letter is attached as Exhibit 1.

2. A quote for a used ultrasound was obtained on April 5, 2013 and shows the purchase price before tax of \$19,500, including a service agreement for \$9,000. A quote for probes for the ultrasound was obtained on August 13, 2013, with a price before discount of \$8,500. The ultrasound does not have a purchase order assigned to it. Copies of these quotes are attached as Exhibit 2. Although the service agreement was on the invoice for the equipment, we are expensing and are not capitalizing the cost of the service agreement. Therefore, the FMV and cost of the ultrasound and probes is \$19,000. We used \$20,000 in the certified cost estimate to be conservative.

3. A quote for new mammography equipment was obtained on October 10, 2012. A copy of the quote is attached as Exhibit 3. It shows that the equipment will be leased. The amount on the quote is lower than the amount in our August 23, 2013 letter because there were

Julie Halatek, Project Analyst

September 20, 2013

Page 2

discussions ongoing as to the price, and we were not comfortable using the lower price in the cost estimate.

4. A quote for new x-ray equipment was obtained on November 14, 2012. A copy of the quote is attached as Exhibit 4. It shows that the equipment will be leased.

5. A quote for new bone density equipment was obtained on October 10, 2012. A copy of the quote is attached as Exhibit 5. It shows that the equipment will be leased. For the certified cost estimate, we rounded up the price of \$54,825 to \$55,000.

As noted above and in previous letters, the new equipment (mammography, x-ray, and bone density) is listed by the list price even though AIC will have operating leases for these three pieces of equipment. We understand the list price to be same as the FMV for new equipment. The list prices of the mammography, x-ray, and bone density equipment were included in the equipment line items in the certified cost estimate out of an abundance of caution, but they do not constitute capital costs under generally accepted accounting principles.

Based on the information submitted, please confirm in writing that AIC's relocation of its existing diagnostic center to the Mission Pardee Health Campus is not subject to certificate of need review. If you have any additional questions regarding this request, please let me know. We look forward to receiving your response as soon as possible. Our client is anxious to proceed with the relocation.

With kindest regards, I am

Very truly yours,

SMITH MOORE LEATHERWOOD LLP



Terrill Johnson Harris

TJH/mp

Enclosures



3475 Belle Chase Way Ph 517.668.8800
Lansing, MI 48911 USA Fx 517.668.8899
blockimaging.com

March 25, 2013

Dear Katy,

Per my email, I'd value the 2010 GE BrightSpeed 16 with ASIR in Asheville as follows:

\$150,000 for an FMV

Please let me know if I can help in some additional way.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Crawford', is written over a horizontal line.

Paul Crawford
Modality Manger -CT
Block Imaging International, Inc.
3475 Belle Chase Way
Lansing, MI 48911
Phone: 517-668-8800
Fax: 517-668-8899
Paul.Crawford@blockimaging.com
www.blockimaging.com

US



GMI

Defining Ultrasound Solutions

Sales Proposal

Sold To:
Asheville Imaging
534 Biltmore Avenue.
Asheville, NC 28801

Contact: Connie Marsh
Email: connie.marsh@ashevilleradiology.com
Phone: (828) 213-0820
Fax:

Ship To:
Asheville Imaging
534 Biltmore Avenue.
Asheville, NC 28801

*2695 Hendersonville Road
Asheville, NC 28704*
Pay Rec'd
8/13 or 9/13

Quote #	Quote Date	Origin	Best Way	Terms of Payment	Sales Rep
4/5/2013	4/20/2013	ORIGIN	BEST WAY	50% Down, Balance on Receipt	James Hawse

System	Acuson SEQUOIA (r12.2) Radiology Colorflow System OB/VASC Calcs, NTHI, TEQ/sTEQ/nTEQ, DICOM (Bulk/W/List), Adv. Imaging, Advanced SieClear Spatial Compounding, Clarify VE, integrated DVD-RW, 17" Flat Panel Monitor	\$10,500.00
Transducers	None included but available by request	
Options / Peripherals	None included but available by request	
Training	One-Day On-Site In-Service Training	(Included)
Warranty	Warranty, 1 Year (Parts and Labor) *Includes 2 Preventative Maintenance Inspection *Includes 24/7 Technical Support	\$9,000.00

Comment:
Warranty includes Sequoia System and customer's probes listed below
(4C1, 4V1, 6L3, EV8C4, 15L8W) probes must pass initial inspection
Contingent upon approvals by State entities - Del Date 8/13 or 9/13
This quote is subject to GMI Terms and Conditions which are incorporated by reference and attached hereto.
Quoted price does not include Shipping and Handling (\$750.) Applicable taxes will be added to your final invoice.

accepted by: *Connie Marsh* **Total:** \$ **19,500.00**



Quote

Global Medical Imaging, LLC
 222 Rampart Street
 Charlotte NC 28203
 Phone: (704) 940-7755

Quote Expires: 8/27/2013
 Quote Number: 104094
 Page: 1 of 1
 Order Date: 8/13/2013
 Customer: AIC3
 Customer PO:

Quote To:

Connie Marsh
 Asheville Imaging Center, LLC
 534 Biltmore Avenue
 Asheville NC 28801
 USA

Sales Person: James Hawse
Email: jhawse@gmi3.com

Phone: 8282130820
 Email: connie.marsh@ashevilleradiology.com
 Fax: 8282131133

Line	Part Number	Description	Quantity	Unit Price	Amount
		Comment	Requested	Ship Via:	Terms
			08/18/2013	1-FedEx P1	NET 30
1	ACUSON 4V1-S	4.0-1.0 Mhz 28mm Vector X'dcr (Sequoia)	1	3,500.00	3,500.00
<i>Probe is sold outright with a 90-day warranty.</i>					
2	ACUSON 4C1-S	Acuson 4C1-S Mhz Curved X'dcr (SEQUOIA/S2000)	1	5,000.00	5,000.00
<i>Probe is sold outright with a 90-day warranty.</i>					
<i>Trade in value subject to QA inspection upon arrival to GMI.</i>					

Approved By:
 X _____ / /

Net Order: 8,500.00
 Discount: 1,000.00
 Sales Tax: 0.00
 Shipping & Handling: 0.00
 Balance: 7,500.00

"Lowering the Cost of High Quality Healthcare"

This quote is subject to GMI's Terms and Conditions which are incorporated by reference and attached hereto.
 NOTE: Any freight cost quoted, are estimates only. Actual costs will be billed after shipping.

GE Healthcare

QUOTATION

Martha

Quotation Number: P3-C162711 V 1

Asheville Radiology Associates
509 Biltmore Ave
Asheville NC 28801-4601

Attn: Mrs. Connie Marsh
Division Manager
509 Biltmore Ave
Asheville NC 28801

Date: 10-10-2012

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. GE Healthcare agrees to provide and Customer agrees to pay for the Products listed in this GE Healthcare Quotation ("Quotation"). "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

- 1) The Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranties; (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above for the Governing Agreement, if any, shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decision to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

- Terms of Delivery: FOB Destination
- Quotation Expiration Date: 12-28-2012
- Billing Terms: 10% Down 70% Delivery 20% Installation
- Payment Terms: UPON RECEIPT
- Governing Agreement: None

Each party has caused this agreement to be signed by an authorized representative on the date set forth below. Please submit purchase orders to GE Healthcare

3200 N. Grandview Blvd., Mail Code WT-897, Waukesha, WI 53188

GE HEALTHCARE *[Signature]* 12/10/12
Scott McCloskey
Product Sales Specialist Date

CUSTOMER *[Signature]* 12/10/12
Authorized Customer Date

JOHN BRAZIL, CAD
Print Name and Title

PO # _____

Desired Equipment First Use Date _____

GE Healthcare will use reasonable efforts to meet Customer's desired equipment first use date. The actual delivery date will be mutually agreed upon by the parties.

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)

___ Cash * Lease ___ HFS Loan

If financing please provide name of finance company below:

*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.



Quotation Number: P3-C162711 V 1

Item No.	Qty	Catalog No.	Description
	1		Senographe Care
1	1	S30331PV	<p>Senographe Care Base System</p> <p>Senographe Care Senographe Care full field digital mammography system provides a comprehensive breast care solution that includes screening and diagnostic capabilities, with advanced ergonomic design for the technologist, exceptional patient comfort and seamless workflow connectivity. Senographe Care features the innovative 24x31cm detector, designed to offer enhanced breast coverage in a single image and a fast and efficient workflow. Smaller breasts are also easily imaged in any view with paddles that can slide to both sides of the detector. Senographe Care offers enhanced image quality by providing excellent detector performance at a low dose for increased diagnostic confidence. Ergonomic design for technologists</p> <ul style="list-style-type: none"> • Intuitive user interface • One touch access to preset angulations for quick and easy positioning • Two speed motorized movements for fast and precise operation • Sliding compression paddles can move to the side of the detector for excellent compression of any breast in any view Enhanced patient comfort • Patient friendly design • Easy wheelchair access • Ergonomic integrated bucky • Enhanced Detective Quantum Efficiency (DQE) • Molybdenum/Rhodium dual track tube • Automatic Optimization of Parameters (AOP) transparently selects all exposure parameters based on breast radiological properties • Three AOP modes enable more flexibility in dose management • Enhanced conspicuity with Fine View and and improved contrast with Premium View Seamless digital workflow connectivity • Automated Quality Control • Integrated Repeat and Reject Analysis function Technical Specifications Image Quality Detector DQE • DQE typical values: 70% at 0lp/mm, 61% at 2.0lp/mm, 24% at 5.0lp/mm • Measurement conditions: Mo anode track, Mo filter, 28kV, 8.5mR detector entrance dose, 4.2cm PMMA Detector • Detector size: 24 x 30.7cm • Pixel size (pitch): 100 um • Acquisition dynamic range: 14 bits • Image size (X x Y)

2/10



Quotation Number: P3-C162711 V 1

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> - 3062 x 2394 pixels (large image size) approximately 14MB per image - 2294 x 1914 pixels (regular image size) approximately 9MB per image • Patented needle structure CsI scintillator, single piece construction • Closed loop liquid cooling Tube Technology • X-ray tube type: Apollon • Anode target materials - Dual track: Molybdenum (Mo), enriched with Vanadium and Rhodium (Rh) • Four focal spots: 0.1 and 0.3 IEC on each target • Target angle: 0 degree • Maximal high voltage: 49kV • Tube current: <ul style="list-style-type: none"> - Molybdenum target: <ul style="list-style-type: none"> - 100mA from 25 to 30kV on large focal spot - 40mA from 25 to 30kV on small focal spot - Rhodium target: <ul style="list-style-type: none"> - 62mA from 25 to 30kV on large focal spot - 35mA from 25 to 30kV on small focal spot • Anode size (tracks diameter): 100mm • Anode heat storage capacity: 250kJ(340kHU) • Anode maximum dissipation: 500W(40kHU/min) • Max casing continuous dissipation: 150W(12kHU/min) at 104 degrees fahrenheit • Permanent filtration: 0.69mm Beryllium • Weight: 15.43 pounds • X-ray tube assembly: self-encased, oil free lead-free, air cooled head • Tube protection: software monitoring of tube load Grid/Breast Support • Ergonomic breast support for patient comfort and clean-ability • Motorized installation and removal of the grid and breast support for geometric magnification • Breast support material: low attenuation carbon fiber composite • Grid ratio - 5:1 • Grid frequency - 36 lines/cm • Optimized grid motion ensuring no grid structure visible in the image • Detector to breast support edge-to-edge distance less than or equal to 5mm <p>Automatic Exposure Automatic Optimization of Parameters (AOP) Fully automatic mode</p>



Quotation Number: P3-C162711 V 1

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> • AOP is a fully automatic exposure system selects all exposure parameters based on radiological density of the breast for exceptional and consistent image quality: track (Mo or Rh), filter (Mo or Rh), kV, mAs • The system identifies the most dense part of the breast to select the appropriate exposure parameters • Three AOP modes are available for more flexibility: <ul style="list-style-type: none"> - "Contrast": dose to patient comparable to screen/film mammography - "Dose" : priority is given to dose reduction - "Standard" : balances low noise and dose reduction Manual mode • Manual selection of all parameters: track filter, kV and mAs Collimator • Filters: Molybdenum: 0.30mm; Rhodium 0.025mm • Field of View (FOV) in detector plane, in cm: <ul style="list-style-type: none"> - For standard contact views: 24x31 maximum FOV or 19x23 regular FOV (centered or off-centered left and right), based on the paddle inserted - For spot contact views (optional paddles) by default when spot paddles are inserted (13x21 for off-centered left and right views) and 9x9 (9x19 for off-centered left and right views) - For geometric magnification views (optional): 13x23 by default when magnification platform is installed or or 13x18, 9x9 • Field of View (FOV) selection: automatic and manual • FOV size: selected automatically based on the paddle or geometric magnification platform used, can be modified manually by using the collimation size button on the tube head • FOV location (left, right, center): selected automatically based on the tube arm angle, can be modified manually by using the collimation position switch on the tube head • Compression and exposure are prevented if the FOV and compression paddle sizes or locations are not consistent • Light centering device: a light automatically switches on when a preset position is reached, at compression start or at paddle insertion; can be turned on with the collimation switch buttons located on the tube head Compression • Compression modes: <ul style="list-style-type: none"> - Motor driven compression up to 20daN - Manual compression possible up to 30daN • Dual foot-pedals for column height and compression adjustments • User defined motorized compression force limit: 4 to 20daN • Minimum force for AOP: 3daN

4/10



Quotation Number: P3-C162711 V 1

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> • Compression speed: 2 speed levels • User can select automatic decompression after exposure to minimize patient time under compression • User-defined maximum decompression height Safety • Gantry locked when compression force applied Positioner • Isocentric arm with motorized rotation and vertical movement • Source to image receptor distance: 660mm • Floor to image receptor distance: from 65cm to 150cm • Rotation angle: -165/+185 degrees • Ergonomic handles: two on both sides of the tube arm and two additional handles at the detector level User Interface • Four sets of dual speed switches for rotation and lift movements • Four sets of preset position buttons for quick and easy positioning in CC and MLO • Automatic stop at +/-90 degrees for lateral positions • Collimation buttons on the tube head for field of view size and location • Parameters display <ul style="list-style-type: none"> - Tube arm support rotation angle - Compressed breast thickness (in mm) - Compression force (in daN) • Ergonomic control console <ul style="list-style-type: none"> - Controls exposure - Provides information on system status - Gives access to advanced parameters for system set-up • Patented automatic view names marking based on breast laterality • View name can be edited at any time before the examination is closed Acquisition Workstation • Small footprint • Time to display processed image (average): 14 seconds • Time between exposures (typical): 12 seconds • Dose calculated and displayed on the image after every exposure (Entrance Skin Dose and Average Glandular Dose) • Dual core HP workstation <ul style="list-style-type: none"> - Memory: 1 GB RAM + 4MB L2 cache - Hard disk: 1 internal 250GB disk, 7200RPM

5/10



Quotation Number: P3-C162711 V 1

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> - Image storage: 15000/25000 large/regular field of view - Port: one Ethernet port 10/100 Mbits - DVI video board • Disply (standard) <ul style="list-style-type: none"> - High performance black and white LCD 1MP monitor - 48cm (19") medical grade - 1280x1024 pixels (landscape) - 8 bits display - High luminance - up to 500Cd/m2 - Contrast ratio: 500:1 - Viewing angle: 170 degrees - Weight: 6.4kg (14.88lb) - Mounted on a rotating arm for easy in-room access • Image Presentation <ul style="list-style-type: none"> - Fine View processing provides sharp images with enhanced conspicuity, based on detector physics - 2 options for primary image processing: <ul style="list-style-type: none"> - Thickness Equalization which provides a "film-like" aspect with improved visibility of the skin line - Premium View* enhances local contrast - Automatic windowing (window level and window width) - Other features: zoom, roaming, inversion, flip, rotation of images, window width and level setting, annotations and measurements • In case of power failure, an Uninterruptible Power Supply (UPS) allows to close the examination without loss of information Connectivity • DICOM 3.0 platform: <ul style="list-style-type: none"> - Modality Worklist User - Storage Provider - Storage Commitment User - Query/Retrieve User - Basic Grayscale Print User - Verification Provider - DICOM-compliant CD-RW Data Interchange • Connectivity features: customizable Autopush to multiple DICOM databases, Autoprint, Autodelete based on Storage Commitment

6/10



Quotation Number: P3-C162711 V 1

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> • Modality Perform Procedure Step User • Connectivity to GE Service for remote diagnostic capability Quality Assurance • Complete quality control program • Automation of quality control tests: Flat Field, MTF, AOP, SNR, CNR • Data can easily be exported for data tracking • Automated Repeat and Reject Analysis Radiation Shield • Choice between two radiation shields: <ul style="list-style-type: none"> - Integrated to the control console (height 1900 or 2200mm) - Standalone High Voltage Generator • Generator type: high frequency single-phase power supply • Ripple: less than 4% peak to peak • Power: 5kW max • mAs range: 4 to 500 mAs (depending on track, filter and kV) • kV range: 22 to 49kV, 1kV steps • Generator protection: software monitoring of generator and tube load Power Supply • Input frequency: 50Hz/60Hz • Input voltage: single-phase 200/208/220/240V • APC Smart-UPS 750VA Standard Configuration • Motorized isocentric gantry • X-ray tube with rotating Mo/Rh anode • 24x31cm flat panel detector • Acquisition workstation <ul style="list-style-type: none"> - CD-RW - LCD display - X-ray protective shield - Control console - UPS • Pair of dual foot-pedals • High-frequency generator and conditioner • Face shield • 24x31cm bucky with grid • 24x31cm paddle • 19x23cm sliding paddle • Quality control toolkit

7/10



Quotation Number: P3-C162711 V 1

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> User manual and technical documentation
2	1	S30321NY	<p>iAdditional License Fee for iCAD Digital for additional Acquisition System</p> <p>iCAD Additional License Fee for iCAD Digital or AD Computer Aided Detection Unit</p> <p>License for additional acquisition workstations connected to iCAD Digital or Combo AD CAD unit.</p>
3	1	S30331CA	<p>Flexible and Ergonomic 24 x 31cm Compression Paddle</p> <p>Flexible and Ergonomic compression paddle 24 x 31cm for Senographe Essential</p> <p>The optional ergonomic 24x31 cm sliding paddle provides tilting and flexibility for better compression uniformity from chest wall to nipple.</p> <p>Positioning is made easier especially in MLO position for large pectoral muscle and in CC when chest wall and nipple side show large thickness variation.</p> <p>Patient comfort is improved by requiring less compression on pectoral muscle or chest wall to achieve proper compression on the whole breast.</p>
4	1	S30331CC	<p>Sliding Flexible and Ergonomic 19 x 23 cm Compression Paddle</p> <p>Sliding Flexible and Ergonomic compression paddle 19 x 23 cm for Senographe Essential</p> <p>The optional ergonomic 19x23 cm sliding paddle provides tilting and flexibility for better compression uniformity from chest wall to nipple. It is used in combination with the 19x23 field of view.</p> <p>Positioning is made easier especially in MLO position for large pectoral muscle and in CC when chest wall and nipple side show large thickness variation.</p> <p>Patient comfort is improved by requiring less compression on pectoral muscle or chest wall to achieve proper compression on the whole breast.</p>
5	1	S30331BR	<p>Standard Radiation Shield</p> <p>Additional Stand-alone Radiation Shield (MAVIG) This radiation screen is a stand-alone shield validated for fixed configurations only.</p>
6	1	S30331BM	<p>1MP Black and White 19" LCD Monitor</p> <p>1MP 19" Black and White LCD Monitor Monitor is mounted on a rotating arm to the control station.</p> <ul style="list-style-type: none"> 48cm (19") medical grade LCD monitor Native resolution: 1280 x 1024

8/10



Quotation Number: P3-C162711 V 1

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> Viewing angle: 170 degrees Contrast ratio: 900:1 Calibrated luminance: 400 cd/m2(squared) Weight: 6.4kg (14.88lbs) Power requirements: AC 100-120V, 200-240V; 50/60Hz Power consumption: <58W
7	1	S30321MP	<p>Set of Plexiglass Plates for Quality Control</p> <p>Set of Plexiglass Plates for Quality Control</p> <p>These plexiglass plates are used for quality assurance procedures for Senographe DS or Senographe Essential.</p>
8	1	S30331CL	<p>PREMIUM VIEW (PVI)</p> <p>Enhancement of the Premium View software to display dark and bright images, such as implants</p>
9	1	E6315T	<p>Mammography Accessories Cabinet</p> <p>GE Mammography Accessories Cabinet</p> <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none"> Holds 9 Paddles, Mag Stand, QC Phantoms and more Can be wall mounted or floor standing <p>SPECIFICATIONS</p> <ul style="list-style-type: none"> Dimensions (L x W x H): 30.5" x 15.5" x 40.5" Weight: 48 lbs.
10	1	E6322DJ	<p>ACR Breast Phantom - RMI 156</p> <p>Mammography Breast Phantom - ACR Gammex 156</p> <p>The Mammographic Accreditation Phantom is designed to test the performance of a mammographic system by a quantitative evaluation of the system's ability to image small structures similar to those found clinically.</p> <p>Objects within the phantom simulate calcifications, fibrous calcifications in ducts, and tumor masses.</p> <p>The phantom is also designed to determine if a mammographic system can detect small structures that are important in the early detection of breast cancer.</p>

9/10



Quotation Number: P3-C162711 V 1

Item No.	Qty	Catalog No.	Description
			<p>Test objects within the phantom range in size from those that should be visible on any system, to objects that will be difficult to see even on the best mammographic system.</p> <p>Breast phantom is compatible with analog and digital equipments.</p> <p>Approved by ACR for Mammography.</p> <p>SPECIFICATIONS</p> <ul style="list-style-type: none"> • Height: 1.75 in. (4.5 cm) • Width: 4 in. (10.2 cm) • Depth: 4.25 in. (10.8 cm)
11	1	W0001MM	<p>1 Day MM TiP Onsite Training</p> <p>1 Day MM TiP Onsite Training</p> <p>One Day MM Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>
12	1	W0002MM	<p>2 Days MM TiP Onsite Training</p> <p>2 Days MM TiP Onsite Training</p> <p>Two Day MM Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>

Quote Summary:

Total Quote Net Selling Price **\$222,612.84**

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price includes Trade In allowance, if applicable.)



GE Healthcare

X KAY
QUOTATION

Quotation Number: P6-C152798 V 2

Asheville Imaging Center
534 Biltmore Ave
Asheville NC 28801-4612

Attn: Connie Marsh
Imaging Manager
534 Biltmore Ave
Asheville NC 28801

Date: 11-14-2012

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. GE Healthcare agrees to provide and Customer agrees to pay for the Products listed in this GE Healthcare Quotation ("Quotation"). "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above for the Governing Agreement, if any, shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decision to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

- Terms of Delivery: FOB Destination
- Quotation Expiration Date: 12-28-2012
- Billing Terms: 80% on Delivery/ 20% on Acceptance or First Patient Use
- Payment Terms: UPON RECEIPT
- Governing Agreement: Premier-DI

Each party has caused this agreement to be signed by an authorized representative on the date set forth below. Please submit purchase orders to GE Healthcare

3200 N. Grandview Blvd., Mail Code WT-897, Waukesha, WI 53188

GE HEALTHCARE *[Signature]* 12/10/12
 Elizabeth Temples
 Product Sales Specialist
 2216 Alexander Road
 Raleigh, NC 27608
 US
 Phone: 7708917733
 Fax: 502-470-4081
 Elizabeth.Temples@ge.com

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)

Cash * Lease HFS Loan

If financing please provide name of finance company below*:

CUSTOMER *[Signature]* 12/10/12
 Authorized Customer
 JOHN BRAZIL CAO
 Print Name and Title

*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.

PO #

Desired Equipment First Use Date

GE Healthcare will use reasonable efforts to meet Customer's desired equipment first use date. The actual delivery date will be mutually agreed upon by the parties.



Quotation Number: P6-C152798 V 2

Item No.	Qty	Catalog No.	Description
	1		Proteus
1	1	S3918LM	<p>Proteus XR/a 80kW Radiographic System with High Speed Rotor Assembly. 80kW High Frequency Generator System (Includes Overhead Tube Support and High Speed X-ray Tube)</p> <p>Proteus XR/a is a Full-Featured General Radiographic System Designed to Meet the Radiographic Imaging and Throughput Requirements of Modern Healthcare Facilities.</p> <ul style="list-style-type: none"> • 80kW High Frequency Generator <ul style="list-style-type: none"> - 380-480 VAC +/-10%, 50/60-Hz - kV Range: 40 to 150 kV - mA Range: 1000 mA @ 80kV, 800mA @ 100kV, 500mA @ 150kV - mAs Range: 0.5 to 630mAs - Time: 1 msec. to 6.3 sec. - High Speed Rotor Controller • Overhead Tube Support Remote Console <ul style="list-style-type: none"> - Minimum Vertical Height: 713mm (28 Inches) - Vertical Travel: 1500mm - Bridge: 2 or 3 Meter Bridge - Lateral Travel: 1200/2110mm (47 Inches/ 83 Inches) - X-ray Tube Rotation: Horizontal +/-180 Degrees, Vertical +/-180 Degrees - Patient-Side Technique and Receptor Controls - Technique, SID, Angle Display • Generator Operator Console <ul style="list-style-type: none"> - Color LCD Touch Screen - 10.4 Inch Display - APR • Table / Wall Mount Assembly • X-Ray Tube <ul style="list-style-type: none"> - Focal Spot: 0.6/1.25mm - Anode Angle: 12.5 Degrees - Anode Heat Capacity: 260kJ - Heat Dissipation: 925W - Anode Speed: 10,000 rpm • Cables

3/11



Quotation Number: P6-C152798 V 2

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> • Tube Fan Kit • Operation Manual (9 Languages)
2	1	S3918LY	<p>Proteus XR/a Elevating Table</p> <p>Elevating Radiographic Table with a Four-way Floating Top. The Table is Equipped with an Oscillating Bucky and Grid. Table Foot Control Pedals Allow for Easy Hands-free Positioning with Longitudinal Electromagnetic and Lateral Electromechanical Locks Providing Safety and Security. Rubber End Caps Help Prevent Damage and Injury to Equipment and Operators.</p> <ul style="list-style-type: none"> • Variable Height: 500 to 800mm (19.7 to 31.5 Inches) • Table Top Size: 2200x850mm (86.6 x 33.5 Inches) • Floating Table Top: 4-Way • Longitudinal Travel: +/-390mm (+/-15.4 Inches) • Lateral Travel: +/-116mm (+/-4.6 Inches) • Anti-collision Sensor Kit • Table Top Material: Foam Core • Filtration: <1.0mm Al eq @ 100kV • Lock Control: Foot Pedals at Front and Rear of Table • Cassette Sizes: All Sizes Metric/Inch to 35x43cm (17x14 Inches) • Cassette Tray Longitudinal Travel: +/-300mm (+/-11.8 Inches) • Oscillating Bucky Grid, Table: 43x43cm; 36 l/cm; 12:1; F100cm • Max Patient Weight: 220kg (485 Pounds) • AEC (Automatic Exposure Control) Three Field Ion Chamber • AEC Control Electronics • Cables
3	1	S3918JS	<p>Generator Console - Pedestal</p> <p>To allow the Generator Console to be Free-standing</p>
4	1	S3918JZ	Lateral Cassette Holder

4/11



Quotation Number: P6-C152798 V 2

Item No.	Qty	Catalog No.	Description
5	1	S3918MS	<p>Automatic Collimation</p> <p>An Automatic Collimator Effectively Limits the Field of Exposure During Radiography. The Automatic Collimator Senses Both the Cassette Size and the SID Maintaining the X-ray Field Relative to the Film Size. Collimator Includes Metric and Inch Scales, a Laser Bucky Centering Light and a Collimator Bulb that can Easily be Changed by the Customer.</p> <ul style="list-style-type: none"> • Shutter Control: Automatic • Blades: Rectangular • Rotation: 360 Degrees (90 Degrees Detents) • Field Accuracy: 1.7% SID • Light Type: 150W/24V • Centering Indication: Shadow Crosshair • Cassette Tray Centering Light: Laser
6	1	S3918MD	Proteus OTS 2/3 Meter IB Bridge Select with MX100 X-ray Tube
7	1	S3918RB	Proteus XR/a SG120 Tilting Wallstand Cables
8	1	S3918RC	<p>Tilting Vertical Bucky Stand, including the following major components:</p> <ul style="list-style-type: none"> • Vertical Bucky Stand with Tilt • Super Speed Bucky • Cassette-Size Sensing Tray • Quantamat Three Field Ion Chamber Detector <p>Grid for Vertical Bucky Stand. Includes:</p> <ul style="list-style-type: none"> • 10:1 Ratio • 130cm Focus • 36 Lines/cm • Useful Range, 102cm - 190cm
9	1	S3928SD	Patient support (Lat Bar and hand grips) for SG-120 vertical bucky stands
10	1	E6314M	SHL Cassette Tray - Single Handed Loading Cassette Tray for Proteus and Precision

5/11



Quotation Number: P6-C152798 V 2

Item No.	Qty	Catalog No.	Description
			<p>500D</p> <p>The Automatic Size Sensing Cassette Tray is designed for use in Radiographic Tables and Vertical Bucky Stands. This tray sends a signal to the collimator indicating whether a film cassette is in place; if so, the cassette size is indicated. The SHL tray utilizes a spring-action clamping mechanism and cassette support tabs that allows the operator to insert and remove film cassette with one hand.</p> <p>SPECIFICATIONS</p> <ul style="list-style-type: none"> • Dimensions (L x W x H): 26.62" x 18.5" x 1.19" • Weight: 20 lbs (approx.) <p>COMPATIBILITY</p> <ul style="list-style-type: none"> • Proteus and Precision 500D
11	1	W0001RA	<p>X-ray TiP Training: 1 Day Onsite</p> <p>One Day X-ray Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>
12	1	S2100JG	Inboard Bridge Installation Select
13	1	S2100JE	2/3 Meter Cable Drape Select for Installation
14	1	S2100JK	Overhead Tube Installation Cable Select
15	1	S2100JC	2, 3 or 4 Meter Longitudinal Rail Select (Dependent on Room Size)
16	1	S2100JF	XT Extension Select
17	1	S2100M	OTS Cable Select

Quote Summary:

Total Quote Net Selling Price **\$88,049.27**

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)



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P 3/4

GE Healthcare

QUOTATION

BC

Quotation Number: P3-C162831 Version 1

Asheville Imaging Center
534 Biltmore Ave
Asheville NC 28801-4612

Attn: Connie Marsh
Imaging Manager
534 Biltmore Ave
Asheville NC 28801

Date: 10-10-2012

This Agreement is defined below to be and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. GE Healthcare agrees to provide and Customer agrees to pay for the Products listed in this GE Healthcare Quotation ("Quotation"). "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) no Governing Agreement is identified, the following documents:

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranties; (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing terms, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above for the Governing Agreement, if any, shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decision to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify the Agreement, whether contained in Customer's purchase order or shipping release forms, or otherwise, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with the Agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications, manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

- Terms of Delivery: FOB DESTINATION
- Quotation Expiration Date: 12-24-2012
- Billing Terms: 10% down / 70% delivery / 20% install
- Payment Terms: Net Due in 30 Days
- Governing Agreement: Novation

RETURN TO: GE Healthcare LUNAR, 3030 Ohmada Drive, Madison, WI 53718, Fax: 608-237-2537

Each party has caused this Agreement to be signed by an authorized representative on the date set forth below.

www.gehealthcare.com

GE HEALTHCARE

Jeffrey Keyes 12/10/12
Date
Jeffrey Keyes
Sales Representative
Huntersville, NC
US
Phone: 262-951-9957
Jeffrey.Keyes@ge.com

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)

Cash * Lease HFS Loan

If financing please provide name of finance company below*:

CUSTOMER

John Brazil 12/14/12
Date
JOHN BRAZIL, CAD
Print or Type Name
Title

*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.



Quotation Number: P3-C162831 Version 1

QTY	CATALOG	DESCRIPTION
1	H8600PR	<p data-bbox="407 457 719 516">County-Line Prodigy Pro Full PRODIGY PRO FULL USA</p> <p data-bbox="407 537 618 569">Prodigy Pro Full Size</p> <p data-bbox="407 583 1328 646">A high performance, direct-digital, fan-beam DXA densitometer to assist physicians in the diagnosis and monitoring of osteoporosis. The standard package includes:</p> <ul data-bbox="428 657 1409 1772" style="list-style-type: none"> <li data-bbox="428 657 1409 783">• enCORE Windows-based software platform. enCORE software can automatically determine the precision of your operators, on your system, for a more accurate detection of true change in BMD when monitoring patients. Featuring: enCORE with FRAX, WHO Fracture Risk Assessment Tool. <li data-bbox="428 800 646 831">• AP Spine / Femur <li data-bbox="428 842 1409 905">• HIPAA SecureView: HIPAA SecureView aids with HIPAA compliance, masking personal patient information on both the screen and reports <li data-bbox="428 915 1276 947">• Identify significant change: Automatic identification of least significant change <li data-bbox="428 957 1409 1052">• Expanded Multimedia Help: Online "show me" tutorials and case studies describe key steps in common acquisition & analysis. It's like having an applications expert available 24 hours a day <li data-bbox="428 1062 1409 1125">• Report Center: Send multiple copies of any report, with a single click, to any local or remote location <li data-bbox="428 1136 1409 1199">• Multi-Point Calibration: A matrix of six BMD & soft tissue points ensure accuracy of all combinations of high, average, & low BMD, and high, average & low tissues levels <li data-bbox="428 1209 678 1241">• Manual Scan Import <li data-bbox="428 1251 740 1283">• Advanced Database Tools <li data-bbox="428 1293 1409 1388">• AutoAnalysis: no operator intervention required. Exclusive enCORE software automatically analyzes each scan upon completion of the acquisition, reducing operator intervention and improving throughput time <li data-bbox="428 1398 1409 1493">• Direct-digital BMD detector. High quality image, at reduced exam times and lower patient dose than scintillating fan beam systems. Direct x-ray detection provides the best precision available & unsurpassed image quality <li data-bbox="428 1503 1409 1598">• Smart Fan-beam Technology: The only fan-beam system capable of locating, centering & tracking bone to reduce exam & irradiation time. SmartFan eliminates fan-beam magnification error and lowers the radiation dose to both patient and operator <li data-bbox="428 1608 586 1640">• Installation <li data-bbox="428 1650 724 1682">• QA/Calibration Phantom <li data-bbox="428 1692 626 1724">• Spine Phantom <li data-bbox="428 1734 756 1766">• Marketing Patient Pamphlets <li data-bbox="428 1776 643 1808">• 1-Year Warranty



Quotation Number: P3-C162831 Version 1

QTY	CATALOG	DESCRIPTION
1	H8604WP	<p>Prodigy-DPX Business Desktop PC, Windows 7, SFF</p> <p>HP Compaq 6000 Pro Business PC, Small Form Factor</p> <ul style="list-style-type: none"> - Operating System: Windows 7 Professional - Processor: Intel Pentium E6800 Processor - Chipset: Q43 Express - RAM: 2GB PC3-10600 Memory (1x2GB) - Hard Drive: 160GB SATA 3.5 Gb/s - External Hard Drive: USB, 320GB - CD/DVD: SATA DVD Writer Drive - Graphics: Integrated Intel Graphics Media Accelerator 4500 - Networking: Integrated Intel 82567LM Gigabit Network Connection - I/O Ports: 10 USB 2.0 (4 front, 6 rear), 1 serial, 1 optional serial, 1 optional parallel, 2 PS/2, 1 RJ-45, 1 VGA, 1 DVI-D, 4 audio ports (line in, line out, microphone, headphone) - USB Keyboard and Mouse
1	H8625LB	<p>17" LCD Monitor</p> <p>17" Flat Panel LCD Monitor</p>
1	H8625SD	<p>Lunar Premium Printer</p> <p>HP OfficeJet Pro 8000 - Color Ink Jet Printer</p>
1	H8699SD	<p>Workstation Cart</p> <p>Computer Table, Mobile, 2 Tier, 64 cm W x 74 cm D x 72 cm T.</p>
1	H8650PK	<p>Prodigy Pro Full Feature Set (AP Spine, Femur, DualFemur, Forearm, OneVision, TotalBody BMD)</p> <ul style="list-style-type: none"> • DualFemur: Automated acquisition and analysis of bi-lateral femurs for better patient monitoring and additional diagnostic confidence • Forearm: Potential third exam site with easy patient positioning at the edge of the table top • OneVision: Pre-defined, and/or custom measurement and analysis protocols for minimal operator intervention • Total Body BMD: Provides overall skeletal assessment at a fraction of the dose of other scan sites
1	H8650CM	Composer Physician's Reporting Software



Quotation Number: P3-C162831 Version 1

QTY	CATALOG	DESCRIPTION
		Quickly create printed or electronic reports customized for the patient or physician. Includes 10-year Fracture Risk probability calculator. Eliminates dictation for the reading physician. Easily integrates with your EMR system via HL7 or into your PACS via color or black & white DICOM reports.
1	H8650DA	DVA: Dual-energy Vertebral Assessment enCORE Dual Vertebral Assessment Software Kit provides both dual- &/or single-energy views of lumbar & thoracic vertebrae in one fast acquisition. The automated analysis reports the type and severity of deformities based on patient height. Both AP and lateral imaging included.
1	H8650SC	OneScan Software Simplified exam process & improved precision. Both AP Spine & DualFemur exams in a single acquisition, eliminating patient repositioning.
1	H8650CD	ScanCheck ScanCheck, formerly known as Computer-Assisted Densitometry (CAD), assists the user in detecting Spine, Femur, Forearm and Total Body abnormalities. ScanCheck provides guidelines to minimize operator error through automatic identification of potential measurement and/or analysis errors. ScanCheck assesses consistency of the current scan to the previous scan. When potential anomalies are identified, helpful instructions are displayed as well as multimedia help. A checklist of measurement and analysis tasks is available to ensure correct analysis, facilitate interpretation by doctor, and make an integrated assessment.
1	H8650BC	SW, Body Comp enCORE Body Composition Assessment Software
1	H8650PD	SW PEDIATRIC ENABLED Pediatric Software Specialized Spine and Total Body Analysis Software for Patients 5-19 Years Old
1	H8650PF	SW PED FEMUR, ENCORE Allows measurement of femur BMD for pediatric. The ROI are adjusted to the Patient's height.
1	H8650BR	SW, Practice Management Tools enCORE Practice Management Tools
1	H8650TD	TeleDensitometry Software enCORE TeleDensitometry software (email reporting)



Quotation Number: P3-C162831 Version 1

QTY	CATALOG	DESCRIPTION
1	H8650DC	DICOM Complete DICOM package with store, worklist, and printing capabilities. Send customized DICOM patient and physician reports, or separate bone images. Color reports standard. IHE compliant.
1	H8650HL	SW, Ambassador HL7 enCORE Ambassador HL7 Worklist Interface
1	H8650SL	SQL DATABASE <u>SQL Database</u> Allows enCORE database to be set up in SQL format
1	H8650PS	UPS (110v) Uninterruptable Power Supply (110v)
1	H8680DA	Standard 1-day On-Site Applications Training Standard 1-day On-Site Applications Training: Initial 1 day of Training Consecutive to Installation: Comprehensive on-site education and training for up to 6 hours of Continuing Education Units (CEUs).
1	H8680CA	Ala Carte Applications Day +1 Consecutive Day of Applications Training



Quotation Number: P3-C162831 Version 1

QTY	CATALOG	DESCRIPTION
1		Asheville System SQL Database License Lunar Parts
1	H8650SL	SQL DATABASE <u>SQL Database</u> Allows enCORE database to be set up in SQL format
1	H8680HD	Ala Carte Applications Half Day + Half Day Consecutive Applications Training



Quotation Number: P3-C162831 Version 1

QTY	CATALOG	DESCRIPTION
1		Clyde System SQL Database License
		Lunar Parts
1	H8650SL	SQL DATABASE
		<u>SQL Database</u> Allows enCORE database to be set up in SQL format
1	H8680HD	Ala Carte Applications Half Day + Half Day Consecutive Applications Training

Quote Summary:

Total Quote Net Selling Price

\$54,825.00

(Quoted prices do not reflect state and local taxes if applicable.)

If the Terms of Delivery as set forth on Page 1 of this Quotation are FOB Shipping Point, freight charges of \$950 will be added to the order for all Lunar DXA Bone Mineral Densitometer tables, \$150 will be added for Achilles Insight or Express Ultrasonometers, and \$200 will be added for InBody 230-720 products. If purchasing Lunar DXA table(s) in combination with Achilles Ultrasonometer or InBody 230-720, freight charges apply to Lunar DXA table(s) only. GE Healthcare shall contract with and pay the freight carrier and shall arrange for or provide insurance on behalf of the Customer against property damage or loss until delivery to Customer's site, subject to payment of above-stated freight charges by Customer to GE Healthcare, if applicable. Title and risk of ownership passes to Customer at FOB point. Further, freight charges will not apply to orders under any pre-existing contracts stating different delivery/freight payment terms for Enterprise Accounts, Corporate Accounts, Buying Groups, or Government Customers.

