

BIOMEDICAL SCANNING SERVICES, INC.

MOBILE NUCLEAR MEDICINE

P.O. Box 29153

Fax (314) 842-6014

St. Louis, Missouri 63126

September 22, 2008

U.S. Nuclear Regulatory Commission
Region III
2443 Warrenville Road
Suite 210
Lyle, Illinois 60532

RE: License # 24-18087-01

Gentlemen:

Biomedical Scanning Services is discontinuing its materials license #24-18087-01 and all associated activities. This license has not purchased received licensed material since September 2005.

Enclosed please find documents confirming the sale of all equipment used in the handling of radiopharmaceuticals to include the cesium and cobalt standards to Ste Genevieve County Memorial Hospital on or about November 30 2005.

If you have any further questions please call me at 314 954 1582 anytime

Sincerely

James H. Halstead CNMT

Enclosures-copy check

contract

list of equipment

RECEIVED SEP 26 2008

CCER copy

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EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT ("Agreement") is made as of ~~July~~ 1, 2005, by and between Ste. Genevieve County Memorial Hospital ("Buyer"), and Biomedical Scanning Services, Inc. ("Seller").

RECITALS

WHEREAS, Seller owns certain nuclear medicine equipment that is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (collectively, the "Equipment"); and

WHEREAS, Buyer requires the use of such Equipment to provide nuclear medicine services to its patients; and

WHEREAS, Buyer desires to purchase the Equipment from Seller and Seller desires to sell the Equipment to Buyer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. TRANSFER OF EQUIPMENT. Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from Seller as of the Closing Date (as defined in Section 3(a)), the Equipment.

2. PURCHASE PRICE AND PAYMENT.

(a) The total consideration to be paid by Buyer to Seller for the Equipment shall be Thirty Nine Thousand Dollars (\$39,000) (the "Purchase Price").

(b) Buyer shall pay to Seller the Purchase Price which shall be payable in the form of cash, certified check or bank treasurer's check payable to Seller, or wire transfer to Seller's account, and delivered at the Closing (as defined in Section 3(a)).

3. CLOSING.

ENT'D NOV 30 2005

(a) The completion of the transaction described herein (the "Closing") shall take place at the office of Buyer, or at such location as may be mutually agreed upon by the parties at 10:00 a.m. on ~~July~~ 1, 2005 (the "Closing Date"), unless extended by mutual agreement of the parties.

(b) Deliveries by Seller. At the Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, where applicable:

COPY!

- (i) The Equipment;
- (ii) A Bill of Sale and Assignment in the form attached hereto as Exhibit B and incorporated herein by this reference;
- (iii) UCC-3 termination statements in recordable form signed by all parties claiming a security interest in the Equipment; and
- (iv) At the Closing and thereafter, all other documents and instruments of transfer reasonably requested by Buyer as may be appropriate for the sale, conveyance, transfer, assignment and delivery of the Equipment hereunder. All such forms shall be in form satisfactory to Buyer.

(c) Deliveries by Buyer. At the Closing, Buyer shall deliver and execute, or cause to be delivered to Seller and executed where applicable:

- (i) Payment of the Purchase Price as required by Section 2(b); and
- (ii) All other instruments reasonably requested by Seller and necessary for the sale of the Equipment hereunder.

4. SALES AND PROPERTY TAXES. Seller shall pay all sales, use, transfer or similar taxes or fees that may be or become due or payable or arise out of the sale, conveyance, transfer, assignment and delivery of the Equipment.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that Seller has the full right, power, legal capacity and authority to enter into, execute, deliver and perform its obligations under this Agreement and all other agreements and instruments to be executed by it pursuant to this Agreement. Seller's execution, delivery, and performance of this Agreement and all other agreements, instruments and documents to be executed by it pursuant to this Agreement have been or, prior to this execution, shall be, duly authorized by all necessary actions and will not violate any provision of any agreement, contract or similar obligation to which Seller is a party or of Seller's articles of incorporation or bylaws. This Agreement is, and any other documents to be delivered by Seller pursuant hereto (when executed and delivered by Seller) will be, the valid and enforceable obligation of Seller, binding on Seller in accordance with their respective terms.

6. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that Buyer has all requisite power and authority to enter into, execute, deliver and perform this Agreement.

7. SURVIVAL OF REPRESENTATIONS. All representations, warranties, covenants and agreements contained in this Agreement (including the Exhibits hereto) or in any exhibit or certificate delivered by either party pursuant to this Agreement shall be deemed representations and warranties by such party. All representations and warranties shall survive the completion of this Agreement.

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8. INDEMNIFICATION.

(a) Indemnification by Seller. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all damage, loss, cost, obligation, claims, demands, assessments, judgments and/or liability, including taxes and all expenses (including interest, penalties and reasonable attorneys' fees and disbursements) incurred by Buyer, to the extent resulting from or in connection with any misrepresentation or failure to perform any covenant or agreement made or undertaken by Seller in this Agreement or in any other agreement pertaining to the subject matter and undertakings herein.

(b) Indemnification by Buyer. Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all damage, loss, cost, obligation, claims, demands, assessments, judgments and/or liability, including taxes and all expenses (including interest, penalties and reasonable attorneys' fees and disbursements) incurred by Seller, to the extent resulting from or in connection with any misrepresentation or failure to perform any covenant or agreement made or undertaken by Buyer in this Agreement or in any other agreement pertaining to the subject matter and undertakings herein.

9. MISCELLANEOUS.

(a) Effect of Headings. The headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

(b) Entire Agreement; Modification; Waiver. This Agreement together with its exhibits and schedules constitute the entire agreement between the parties pertaining to the subject matter contained in them and supersede all prior agreements, representations, and understandings of the parties, and shall supersede all other agreements between any of the parties with respect to the subject matter herein. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(c) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Exhibits. All Exhibits that are referred to herein and attached hereto are made a part of this Agreement.

(e) Invalidity of any Provision. In case any one or more of the provisions contained in this Agreement, and the exhibits thereto, shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby.

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(f) Further Assurances. Both parties shall execute and deliver to each other at the request of the other party such other and further instruments of conveyance, assignment, transfer and consent as the other party may reasonably request.

(g) Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Missouri.

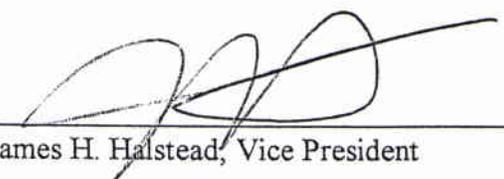
(i) Time of Essence. Time is of the essence to this Agreement, and the parties shall do all things reasonably necessary to expedite the timely completion of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

SELLER:

BIOMEDICAL SCANNING SERVICES, INC.

By: _____

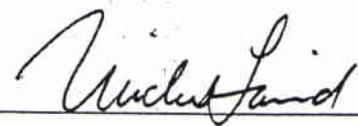

James H. Halstead, Vice President

BUYER:

STE. GENEVIEVE COUNTY MEMORIAL
HOSPITAL

By: _____

Its: _____


CEO

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EXHIBIT B

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, pursuant to and subject to the terms and conditions set forth in the Equipment Purchase Agreement ("Agreement") dated the 1st day of July, 2005, by and between **Ste. Genevieve County Memorial Hospital**, a Missouri County Hospital established pursuant to MO. REV. STAT. § 205.160, *et seq.* ("Purchaser"), and **Biomedical Scanning Services, Inc.**, a Missouri corporation ("Seller"), is executed on this 30 day of November, 2005.

Pursuant to the Agreement, Seller, in consideration of the payment of Thirty Nine Thousand and No/100 Dollars (\$39,000.00), on behalf of itself and its successors and assigns, does hereby sell, assign, grant, convey, transfer, and deliver unto Purchaser, its successors and assigns, all of its right, title, and interest in and to all of the Equipment which is described on Exhibit 1 attached hereto and made a part hereof.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. In the event of any inconsistency among the terms of this Bill of Sale and Assignment and the terms of the Agreement, the terms of the Agreement shall control. Nothing in this Bill of Sale and Assignment shall be construed to limit, discharge, mitigate or release any obligation or otherwise affect any right of any party to the Agreement as set forth or described in the Agreement.

Nothing in this Bill of Sale and Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than Purchaser and its successors and assigns, any remedy or claim under or by reason of this Bill of Sale and Assignment or any term, covenant, or condition hereof, and all of the terms, covenants, conditions, promises and agreements in this Bill of Sale and Assignment contained shall be for the sole and exclusive benefit of Purchaser, its successors and assigns.

IN WITNESS WHEREOF, Seller and Purchaser have caused this **BILL OF SALE AND ASSIGNMENT** to be signed by their respective duly authorized officers as of the date first above written.

PURCHASER:
**STE. GENEVIEVE COUNTY MEMORIAL
HOSPITAL**

By: Michael Laird
Print Name: Michael Laird, FACHE
Title: Chief Executive Officer

SELLER:
**BIOMEDICAL SCANNING
SERVICES, INC.**

By: James H. Halstead
Print James H. Halstead
Title: Vice President

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EXHIBIT A

DESCRIPTION OF NUCLEAR MEDICINE EQUIPMENT

See attached.

EXHIBIT 1

EQUIPMENT DESCRIPTION

See attached.

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**Remanufactured Single Head GENESYS/PEGASYS™
Single Head GENESYS Rectangular Gamma Camera**

Jumbo 3/8" NaI Crystal with 20" by 15" Field of View

- Shielding for photon energies up to 511 keV
- Five detector zoom and offset functions
- 55 linear gain photomultiplier tubes
- Digital pipeline processor to perform energy, linearity and uniformity corrections in realtime
- Three 460 channel pulse height analyzers

Compact, Open-ACCESS™ Ring Gantry with Motor Controlled Motions:

- Five motor controlled motions with individualized digital readout
- X-ACT™ robotics for automatic set-up of gantry, detector and table
- Efficient patient and system set-up
- Non-cantilevered, dual height all purpose imaging table
- 380° degree SPECT motion
- Ergonomically designed hand controller

Dual Screen Digital Acquisition Control Console:

- Digital control of camera
- User definable imaging protocols
- Integrated video persistence scope on console
- Convenient video spectral or image display

Spect Table

- Non-cantilevered, dual height, all purpose table
- System as Quoted Does Not Include Hot Lab

PEGASYS 20™ Acquisition and Processing Workstation

Powerful UNIX-based SUN workstation and ADAC clinical software deliver unmatched compatibility and performance for nuclear medicine.

UNIX-based SUN Risc Central Processor

- 32 bit Sun SPARC Integer and Floating Point Unit
- Powerful Risc Technology Processor
- Advanced Superscaler Architecture (40MHz)
- 32 Mbytes CPU Memory
- 32 Mbytes Image Memory
- Graphics Accelerator

Mass Storage Media

- 2 Gigabyte Winchester Disk Drive
- 1.44 Mbyte, 3.5" Floppy Disk Drive
- 250 Mbyte, 1/4" Cartridge Tape Drive

Independent High Resolution Processing Console

- 1152 x 900 Resolution
- Large 17" Color Monitor
- Easy-to-use graphic operator interface
- Detachable Keyboard and 3 Button Mechanical Mouse

Industry-Standard System and Communications Software

- SunOS 4.1.3 (UNIX)
- Ethernet, TCP/IP and NFS

Comprehensive ADAC PEGASYS Clinical Software

ADAC Clinical Applications Programs for SPECT, whole-body, dynamic, gated and planar imaging.

- PEGASYS Clinical Software Programs
- INSTANTVIEW™ Image Display Programs

One (1) Camera Interface and Cable

Camera Service and Operator Manuals (1 set)

Computer Operator Manual

System Installation

NOTE: System does not include tables or chairs.

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GENESYS EPIC™

Emission Tomography:

ECT rotation: 380° ($\pm 190^\circ$)
 Angular sampling: 2.8° to 11.3°
 Speed of rotation: .13 to 1.25 rpm

Scan diameter: 10 to 22.8" (25 to 58 cm) with LEGP
 Radial motion: 12 to 24 in/min (30 to 60 cm/min)
 ECT manual set-up speed: 0.5 and 1.25 rpm

Collimator Storage:

Horizontal storage rack, capacity to 4 collimators Optional pinhole cart

INSTALLATION SPECIFICATIONS**Gantry:**

Temperature: 68° to 75° F (20° to 24° C) Weight span: 28" x 21" (71 cm x 53 cm)
 Relative humidity: 45% to 75% Floor space*: 12' x 7' x 5' (3.7 m x 2.2 m x 1.5 m)
 Weight: 3,000 lbs (1,360 kg) Recommended room size: 14' x 14' (4.3 m x 4.3 m)

Atlas Electronics:

Floor space*: 33" x 22" x 34" (84 cm x 56 cm x 87 cm)
 Power: 230 VAC @ 30 amps, including gantry and options
 Heat generation: 4,500 BTU/hr. (1.3 kw)
 Electrical plug: NEMA 1.6-30 plug
 Display/Proc. Station: 1 electrical plug, 115 VAC, 15 amps (220 VAC, 7 amps)

Camera Control Cart:

Floor space*: 30" x 33" x 55" (76 cm x 84 cm x 140 cm)

Collimator Exchange:

Floor space*: 33" x 26" x 37.5 - 40" (84 cm x 66 cm x 70 - 102 cm)
 Power: 115 VAC, 15 amps (220 VAC, 7 amps)
 Weight (not including collimator): 500 lbs (227 kg)

SYSTEM SPECIFICATIONS**Gantry:**

Optimized for SPECT, Brain and Total Body Imaging Collimation optimized for photon energies
 Stable, dual ring support for detector Digital position read-outs
 Robotically controlled gantry motions

Detector:

Crystal thickness: $\frac{3}{8}$ " (9.5 mm) Variable magnification:
 Field of view: 20" x 15" (50.8 x 38.1 cm) 1.0x, 1.46x, 1.85x, 2.19x (movable)
 Photomultiplier tubes: 55 FlexLOGIC "Softwired" tuning
 Lead shielding to: 400 keV TeleLOGIC Remote Diagnostics
 Shielding to UFOV distance: 3.7" (9.4 cm) Detector rotation: $\pm 235^\circ$, $\pm 90^\circ$
 Non-Anger Digital Detector TADC/PMT Detector rotate manual speed: 0.25 and 0.75 rpm

Camera Control Cart:

Movable cart with two display terminals and keyboard
 Window adjustment from 1% to 50% each channel
 Triple pulse height analysis Energy range: 56 - 460 keV
 User definable imaging protocols Manual energy selection in 1 keV steps
 Color coded spectrum display
 Resolution: 460 keV in 1 keV steps Expandable scale: 230, 460 channels
 Count capacity: 32K per channel Color window width display
 Preset count/time:
 Count range: 1 to 32M Time range: 1 to 32K seconds
 Imaging orientation: 0°, 90°, 180° and 270°
 Patient position display mode with user adjustable refresh rate: 2 to 32 seconds

General Purpose Imaging Table:

Thickness: 1.25" (3.2 cm) Speed: 12 and 24 in/min (30 and 60 cm/min)
 Weight: 13 lbs (5.9 kg) Weight capacity: 350 lbs (159 kg)
 Length: 84" (213 cm) Attenuation: <9% (at 140 keV Anterior/Posterior)
 Height: 30" to 40" (76 cm to 102 cm) Low density carbon fiber table, adjustable height
 Width: 15" (38 cm)

Whole Body:

Scan length: 0" to 81" (0 to 206 cm)
 Scan speed: 2 to 75 in/min (5 to 190 cm/min)
 Manual set-up speeds: 20 and 118 in/min (50 and 300 cm/min)

*Dimensions are length x width x height

GENESYS EPIC™

Emission Tomography:

ECT rotation: 380° (\approx 190°)
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 Non-Anger Digital Detector 1ADC/PMT

Variable magnification:
 1.0x, 1.46x, 1.85x, 2.19x (movable)
 FlexLOGIC "Softwired" tuning
 TeleLOGIC Remote Diagnostics
 Detector rotation: -235°, +90°
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SYSTEM SPECIFICATIONS

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EQUIPMENT LIST

DOSS CAB CADINTEC CRC 7 SGT# 71291

SURVEY MGR #1 LINDUM MODEL 14C SGT# 152800

SURVEY MGR #2 VICTORIAN MODEL 190 SGT# 914

CS137 STD SGT# 3560279A-05

CS57 FLOOD SOURCE SGT# SB400994-03

L BLOCK

FLINK CABINET DOSS LOCKUP POINT

LINEN CABINET

DESK

CHAIR X4

HAND STD STOOL

BLU9 STOOL

O2 CART

LEAD BUCKET X2

PAR PHANTOM

~~FOOD~~

COPY

JHALLSTAD
9445 CHANCE DR
SUNSET HILLS
MO 63129

CERTIFIED MAIL™



7008 1140 0001 4605 8878



0000

60532

U.S. POSTAGE
PAID
ST. LOUIS, MO
63126
SEP 23, 08
AMOUNT

\$6.07

00035156-03

US NRC

REGION III

2443 WARRENVILLE ROAD

LITTLE ILLINOIS 60532

RETURN RECEIPT
REQUESTED

