REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (the "Agreement") is by and between Orcas Medical Foundation, a Washington non-profit corporation ("Seller"), and San Juan County Public Hospital District No. 3, a Washington municipal corporation doing business as Orcas Island Health Care District ("Buyer").

RECITALS

- A. Seller owns the real property and improvements commonly known as 7 Deye Lane, Eastsound, Washington 98245, consisting of two parcels as more fully described in the legal description set forth on Exhibit A, attached hereto.
- B. Seller currently leases the real property referenced above and certain items of furniture, fixtures and equipment to UW Physicians Network d/b/a UW Neighborhood Clinics ("UWNC"), and Seller has a separate agreement with UWNC for UWNC to operate a primary care medical clinic known as Orcas Medical Center ("OMC") on the real property.
- C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the real property and improvements located at 7 Deye Lane, Eastsound, Washington 98245, consisting of two parcels as more fully described in the legal description set forth on Exhibit A, attached hereto. In addition, Seller desires to gift to Buyer the furniture, fixtures and equipment owned by Seller and used in connection with the operation of OMC.
- D. In connection with the closing of the sale to Buyer, Seller and UWNC will terminate the lease mentioned above, and Buyer and UWNC will enter into a new lease.

AGREEMENT

- **NOW, THEREFORE,** in consideration of the mutual covenants and conditions and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:
- 1. Purchase and Sale of Real Property. Seller hereby agrees to sell, transfer, and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth herein, those certain parcels of real property commonly known as 7 Deye Lane Eastsound, Washington 98245, as legally described in Exhibit A attached hereto and incorporated herein, together with any and all of Seller's right, title and interest in and to the improvements, buildings, structures and fixtures located thereon and the appurtenances thereto (collectively, the "Real Property").
- **2. Gift of Assets.** Seller hereby agrees to gift, transfer, assign and convey to Buyer, without consideration, and with donative intent, and Buyer agrees to receive as a gift from Seller, subject to the terms and conditions set forth herein, Seller's furniture, fixtures and equipment located in the facility, including without limitation, the items listed in **Exhibit B** attached hereto and incorporated herein, together with any manufacturer's warranties, maintenance records, brochures, catalogues and other

documents related to such furniture, fixtures and equipment, to the extent in Seller's possession and control (collectively, the "Assets"). No debt shall be assigned to or assumed by Buyer in connection the transfer of Assets by Seller to Buyer. The parties agree that the transfer of Assets from Seller to Buyer is intended to be a gift for all purposes, including WAC 458-61A-201.

- **3.** Purchase Price for Real Property. The purchase price for the Real Property shall be Three Hundred Fifty-Four Thousand Four Hundred Forty-one and No/100 Dollars (\$354,441.00) (the "Purchase Price"). Buyer shall pay the Purchase Price in cash or immediately available funds on the Closing Date (as hereinafter defined). To the extent the Purchase Price is less than the assessed value of the Real Property, the difference between the assessed value of the Real Property and the Purchase Price is intended to be a gift from Seller to Buyer for all purposes, including WAC 458-61A-201. The parties acknowledge and agree that there is no debt being assigned to or assumed by Buyer in connection with the Real Property.
- 4. <u>Closing.</u> The closing of the purchase and sale of the Real Property and the gift of the Assets (the "Closing") shall take place on or before the 31st day of October, 2018 (the "Closing Date"), at the offices of the Escrow Agent (defined below). The Closing Date may be extended with the written approval of Seller and Buyer. If the Closing does not occur on or before the 31st day of October, 2018, or such later date mutually agreed to in writing by Seller and Buyer (which date shall then become the "Closing Date"), Escrow Agent shall immediate terminate the escrow and return all documents and any closing funds to the party that deposited them into escrow.
- **5.** <u>Escrow Agent</u>. Chicago Title Insurance Company of Washington, located at 1286 Mt. Baker Rd., Unit A3, Eastsound, WA 98245 ("Escrow Agent") has been designated as escrow agent hereunder by the mutual agreement of Seller and Buyer. The purchase and sale of the Real Property and Assets will be closed in escrow by Escrow Agent.

6. Title to Real Property.

- **6.1** Conveyance of Title. On the Closing Date, Seller shall convey to Buyer fee simple title to the Real Property by a duly executed and acknowledged standard form Statutory Warranty Deed (the "Deed").
- **6.2** <u>Title Policy.</u> Seller shall cause Chicago Title Insurance Company of Washington (the "Title Company"), at Buyer's sole expense, to issue to Buyer at Closing an ALTA standard coverage owner's policy of title insurance insuring Buyer's title to the Real Property in the amount of the current assessed value of the Real Property (the "Title Policy"). If Buyer elects to obtain an extended coverage title policy, Buyer shall be solely responsible for the premium due for the difference between standard and extended coverage.
- 7. Real Property Taxes and Utility Prorations. The parties acknowledge that the full amount of general and special taxes payable to San Juan County for the Real Property for the calendar year 2018 (the "Real Property Taxes") have been paid in full by Seller. The parties agree that said Real Property Taxes shall not be prorated as of the Closing Date, and Buyer shall receive the benefit of any said Real Property Taxes paid for by Seller that relate to the period on and after the Closing Date. To the extent

there are any special assessments, water, sewer and utility charges and other expenses normal to the ownership, use, operation and maintenance of the Real Property, said amounts shall not be prorated and Buyer assumes responsibility for the same, whether before, on or after the Closing Date.

8. Personal Property Prorations and Taxes. To the extent Seller is not exempt from personal property taxes, personal property taxes and other similar property taxes with respect to the Assets will be prorated on a "per diem" basis as of the Closing Date, based upon the most recently ascertainable assessed valuation, equalization factor and tax rate applicable to the Assets and shall be paid by Seller. To the extent required by law, Seller shall secure any "advanced tax" bill from the county treasurer and shall pay any personal property taxes assessed and owing for the period through the Closing Date. Any other prorations with respect to the Assets will be adjusted based on final tax bills for the applicable periods when these bills are available, and any payments required as a result of such adjustment will be made promptly by Buyer.

9. Conditions Precedent to Closing.

- **9.1** Buyer's Conditions to Closing. Buyer's obligation to close the transactions contemplated by this Agreement is expressly conditioned on, and subject to the satisfaction of, the following conditions precedent, which are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied prior to or as of the Closing Date, as applicable, Buyer shall have the right, at its sole election, either to waive the condition in question and proceed with the purchase, or in the alternative, to terminate this Agreement and receive the return of any and all documents and monies deposited with the Escrow Agent.
- **9.1.1** Approval by Buyer's Board of Commissioners. Buyer's obligations pursuant to this Agreement are subject to approval of this Agreement by Buyer's Board of Commissioners (the "Board").
- 9.1.2 <u>Buyer's and UWNC's Agreement on Terms of New Lease</u>. Buyer and UWNC shall have agreed on the terms of a new lease for UWNC to occupy the Real Property and use the Assets for purposes of operating the OMC from and after the Closing Date.
- **9.1.3** <u>Title Policy</u>. The Title Company is irrevocably committed to issue to Buyer the Title Policy for the Real Property.
- 9.1.4 <u>Seller's and UWNC's Amendment to Agreement for Clinic Support.</u>
 Seller and UWNC shall have amended their Agreement for Clinic Support ("ACS") on terms that are satisfactory to Buyer.
- **9.1.5** <u>Delivery of Seller Escrow Deposits.</u> Seller shall have delivered into escrow with the Escrow Agent all of the Seller Escrow Deposits.
- **9.1.6 Performance by Seller.** Seller shall have timely performed all obligations required by this Agreement to be performed by it.

- **9.1.7** Representations and Warranties. All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreement contained in or made pursuant to this Agreement.
- 9.2 <u>Seller's Conditions to Closing.</u> Seller's obligation to close the transactions contemplated by this Agreement is expressly conditioned on, and subject to the satisfaction of, the following conditions precedent, which are intended solely for the benefit of Seller. If any of the foregoing conditions are not satisfied prior to or as of the Closing Date, as applicable, Seller shall have the right, at its sole election, either to waive the condition in question and proceed with the purchase, or in the alternative, to terminate this Agreement and receive the return of any and all documents deposited with the Escrow Agent.
- 9.2.1 <u>Seller's and UWNC's Amendment to Agreement for Clinic Support.</u>
 Seller and UWNC shall have amended their Agreement for Clinic Support on terms that are satisfactory to Seller and Buyer.
- **9.2.2** <u>Delivery of Buyer Escrow Deposits.</u> Buyer shall have delivered into escrow with the Escrow Agent all of the Buyer Escrow Deposits.
- **9.2.3 Performance by Buyer.** Buyer shall have timely performed all obligations required by this Agreement to be performed by it.
- **9.2.4** Buyer's Representations and Warranties. All of Buyer's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, and Buyer shall have complied with all of Buyer's covenants and agreement contained in or made pursuant to this Agreement.
- **10.** Closing Costs. At Closing, Buyer shall pay the following costs (collectively, the "Closing Costs"): (a) the premium for the Title Policy and any extended coverage or endorsements requested by Buyer; (b) the real estate excise tax applicable to the sale; and (c) the Escrow Agent's escrow fee.

11. Escrow Deposits.

- **11.1** <u>Seller's Escrow Deposits.</u> On or before the Closing Date, Seller shall deposit into escrow with the Escrow Agent the following (the "Seller Escrow Deposits"):
- **11.1.1** a copy of the corporate resolution or authorization authorizing the execution and performance of this Agreement by Seller and all other actions taken by Seller in furtherance of this Agreement;
 - **11.1.2** the duly executed and acknowledged Deed;

- **11.1.3** a completed Real Estate Excise Tax Affidavit, duly executed by Seller, including any supplemental statement thereto necessary to support an applicable exemption under WAC 45-61A-201;
- **11.1.4** a completed non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, duly executed by Seller;
- **11.1.5** a certificate restating and reaffirming Seller's representations and warranties pursuant to this Agreement and confirming compliance with each of the conditions precedent and covenants herein, in the form of Exhibit C attached hereto;
- **11.1.6** a duly executed termination of Lease between Seller and UWNC, effective as of the Closing Date, in substantially the form of Exhibit D attached hereto;
- **11.1.7** a duly executed Bill of Sale for the Assets, in substantially the form of Exhibit F attached hereto;
- **11.1.8** all other documents and instruments reasonably required to carry out the terms and intent of this Agreement.
- **11.2** Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow with the Escrow Agent the following (the "Buyer Escrow Deposits"):
- **11.2.1** a copy of the resolution or authorization by Buyer's Board of Commissioners authorizing the execution and performance of this Agreement by Buyer and all other actions taken by Buyer in furtherance of this Agreement;
- **11.2.2** the Purchase Price, and such other amounts sufficient to pay the Closing Costs, in cash or other immediately available funds;
- **11.2.3** a completed Real Estate Excise Tax Affidavit, duly executed by Buyer, including any supplemental statement thereto necessary to support an applicable exemption under WAC 45-61A-201;
- **11.2.4** a certificate restating and reaffirming Buyer's representations and warranties pursuant to this Agreement and confirming compliance with each of the conditions precedent and covenants herein, in the form of Exhibit E attached hereto; and
- **11.2.5** all other documents and instruments reasonably required to carry out the terms and intent of this Agreement.
- **12.** Further Documents or Necessary Action. Seller and Buyer, respectively, shall take actions that may be necessary or appropriate to effectuate the transactions contemplated by this Agreement. On or after the Closing Date, if any further action is necessary or desirable to carry out the purposes of this

Agreement and to vest Buyer with full title to the Real Property and Assets, Seller shall take all such necessary or appropriate action.

13. Representations and Warranties.

- **13.1** <u>Seller's Representations and Warranties</u>. Seller represents and warrants to Buyer that the following facts are true as of the date of the parties' mutual execution of this Agreement and will be true and correct as of the Closing Date as though made on such date:
- 13.1.1 Organization and Standing, Power and Authority. Seller is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the state of Washington. This Agreement has been duly authorized, executed and delivered by Seller, and assuming it is executed and delivered by Buyer, this Agreement is valid and binding obligation of Seller. No other authorization or approvals, whether of governmental bodies or otherwise, will be necessary in order for Seller to enter into this Agreement. Neither the execution and delivery of this Agreement, nor the consummation of transactions contemplated hereunder, will (i) conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Seller; or (ii) constitute a breach of any evidence of indebtedness or agreement to which Seller is a party or by which Seller is bound. Seller has the full power and authority to own the Real Property and Assets and to carry out the transactions contemplated hereby.
- **13.1.2** <u>Title to Real Property.</u> Seller has good, marketable and indefeasible title to the Real Property.
- **13.1.3** <u>Title to Assets.</u> Seller has good and marketable title to the Assets, free and clear of all debts, security interests, liens, encumbrances and restrictions on transfer.
- **13.1.4** <u>No Litigation</u>. There are no judgments, liens, actions, suits, proceedings, investigations, claims or litigation pending, or, to the best of Seller's knowledges, threatened against Seller, which would impair Seller's ability to consummate this transaction.
- 13.1.5 <u>No Defaults.</u> Neither the execution of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of the terms hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument which affects the Property, or to which the Property or Seller is subject or any applicable laws or regulations of any governmental body having jurisdiction over the Property.
- of Seller's occupants, tenants or users of the Real Property, has generated, stored, released or disposed of any substance or material on the Real Property, the generation, storage or disposal of which is regulated under the Comprehensive Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Model Toxics Control Act (Chapter 70.105D RCW), or any comparable law, regulation, ordinance or order of any governmental body, except in compliance with such laws, regulations, ordinance or orders. To

Seller's knowledge, Seller has obtained (and is in compliance with) all permits, licenses and other authorizations that are required under all federal, state and local environmental requirements customarily known to and followed by owners and operators of land similar to the Real Property and located in the area in which the Real Property is located, including any such laws, regulations or ordinances relating to emissions, discharges, releases or threatened releases of materials into the environment or otherwise relating to the use, treatment, storage, disposal, transport or handling of such materials. To Seller's knowledge, neither Seller nor any prior owner, occupant or user of the Real Property has received any notice or other communications concerning any alleged violation of any environmental requirements. To Seller's knowledge, there is not constructed, placed, deposited, stored, disposed of or located on the Real Property (i) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (ii) any underground storage tanks.

- **13.1.7** <u>Medical Waste</u>. To the best of Seller's knowledge, Seller and any of Seller's occupants on the Real Property have properly disposed of all medical waste on the Real Property.
- **13.1.8** <u>Taxes</u>. Seller has filed all tax returns of every kind, nature or description that are required to be filed, and has paid or remitted to the proper authority all taxes and assessments which are required to be paid or remitted by Seller in connection with the Real Property and Assets.
- **13.1.9** <u>Licenses and Permits</u>. Seller possesses and is in compliance in all material respects with all licenses and permits required from all governmental authorities having jurisdiction over the Real Property and Assets necessary for the use and ownership of the Property.
- **13.1.10** <u>Insurance</u>. Seller represents and warrants that it has in place, and covenants and agrees to maintain in place through the Closing, the insurance policies from the insurers, of the types and at the coverage levels listed on <u>Exhibit G</u> attached hereto and incorporated herein insuring the Real Property and the Assets.
- **13.1.11** Accuracy of Statements. No representation or warranty made by Seller in this Agreement and no statement contained in any document or instrument delivered or to be delivered to Buyer by Seller pursuant to this Agreement contains, or will contain at Closing, any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.
- **13.2** <u>Buyer's Representations and Warranties</u>. Buyer represents and warrants to Seller that the following facts are true as of the date of the parties' mutual execution of this Agreement and will be true and correct as of the Closing Date as though made on such date:
- 13.2.1 Organization and Standing, Power and Authority. Buyer is a municipal corporation duly organized and validly existing under the laws of the state of Washington. Except for the approval of Buyer's Board authorizing Buyer's purchase of the Real Property and Assets, no authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order for Buyer to enter into this Agreement and to perform its obligations as set forth herein. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereunder, will conflict with

or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer.

13.2.2 <u>Buyer's Inspection of Property</u>. Buyer has been advised to and has investigated the physical condition, value, suitability and desirability of all aspects of the Property. Except to the extent set forth in Section 13 of this Agreement, neither Seller nor its officers, directors, employees, attorney or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, regarding (a) the physical condition of the Property or (b) the uses of the Property or any limitations thereon. Buyer is relying solely upon Buyer's own analysis of the Property as it deems necessary or appropriate.

13.2.3 Accuracy of Statements. No representation or warranty made by Buyer in this Agreement and no statement contained in any document or instrument delivered or to be delivered to Seller by Buyer pursuant to this Agreement contains, or will contain at Closing, any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

- 14. Form 17 Waiver. Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.
- **15. Possession**. Possession of the Real Property and Assets shall be delivered to Buyer as of the Closing.
- **16.** Loss by Fire or Other Casualty. If prior to the Closing, the Real Property is destroyed or materially damaged, all proceeds of insurance payable to Seller by reason of such damage or destruction shall be paid or assigned to Buyer.

17. Default and Remedies.

- 17.1 <u>Seller's Default; Buyer's Remedies</u>. In the event the sale and purchase of the Property fails to close because of any breach or default of Seller without legal excuse, Buyer shall have the right, as Buyer's sole and exclusive remedy, to terminate this Agreement upon written notice to Seller and Escrow Agent, without liability to Seller.
- **17.2** Buyer's Default; Seller's Remedies. In the event the sale and purchase of the Property fails to close because of any breach or default of Buyer without legal excuse, Seller shall have the right, as Seller's sole and exclusive remedy, to terminate this Agreement, upon written notice to Buyer and Escrow Agent, without liability to Buyer.

18. Miscellaneous.

- involved in this transaction. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify Seller against and hold Seller harmless from any and all damages, liabilities, costs, expenses and losses (including, without limitation, reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify Buyer against and hold Buyer harmless from any and all damages, liabilities, costs, expenses and losses (including, without limitation, reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section 18 shall survive the termination of this Agreement or the Closing.
- **18.2** Schedules and Exhibits. All Schedules and Exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein.
- **18.3** Survival of Representations, Warranties and Covenants. The representations, warranties, covenants and agreements contained in this Agreement, or in writing delivered to Buyer or Seller in connection with this Agreement, shall survive the Closing and the transfer and conveyance of the Property to Buyer.
- **18.4 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein express or implied shall give or be construed to give any person or entity, other than the parties hereto and such assigns, any legal or equitable rights hereunder.
- **18.5 Non-Waiver.** No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- **18.6** <u>Successors and Assigns</u>. Neither party to this Agreement may assign its rights hereunder without the prior written consent of the other party. This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties to this Agreement.
- **18.7 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
- **18.8** <u>Headings</u>. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

- **18.9** <u>Counting Days.</u> If the day for performance of any obligation under this Agreement is a Saturday, Sunday or legal holiday, then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first (1st) day following such Saturday, Sunday or legal holiday.
- 18.10 Notices. All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be deemed duly given and received (i) if personally delivered, on the date of delivery, (ii) if mailed, three (3) days after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid and addressed as provided below, (iii) if by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with such service, (iv) if by facsimile transmission on the date indicated on a written confirmation of successful delivery generated by the sending party's facsimile machine or (v) if by e-mail then upon confirmation of successful deliver to electronic mail address, addressed as follows:

If to Seller: With a copy to:

Leslie Murdock Lori Nomura

Orcas Medical Foundation Foster Pepper, PLLC

PO Box 515 1111 Third Avenue, Suite 3000

Eastsound, WA 98245 Seattle, WA 98101

<u>leslie544@aol.com</u> <u>lori.nomura@foster.com</u>

Facsimile: Facsimile: 206.749.1994

If to Buyer: With a copy to:

Anne L. Presson, Superintendent Donald W. Black

Orcas Island Health Care District Ogden Murphy Wallace, PLLC PO Box 226 901 Fifth Avenue, Suite 3500

Eastsound, WA 98245 Seattle, WA 98164
annep@orcashealth.org
dblack@omwlaw.com

Facsimile: 206.442.0215

Any party may change its above-designated address by giving the other party written notice of such change in the manner set forth herein.

- **19. Amendment.** The provisions of this Agreement may be amended only by the mutual, written agreement of Seller and Buyer.
- **20.** Attorneys' Fees. In the event either party hereto finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees shall be included in any such judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

- **21.** Governing Law; Venue. This Agreement shall be governed by the internal laws of the State of Washington as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any suit shall be in the San Juan County Superior Court.
- **22.** <u>Counterparts.</u> This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile, email with pdf files, or other digital media shall be equally as effective as delivery of an original executed counterpart of this Agreement.
- **23. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- **24.** Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning the matters referred to in this Agreement and supersedes all prior agreements and understandings of the parties regarding the transactions contemplated by this Agreement.
- **25.** Survival of Representations, Warranties and Covenants. The respective representations, warranties, covenants and remedies of Seller and Buyer made herein or in any certificate or other document delivered pursuant to this Agreement, including without limitation the obligations of indemnity hereunder, shall survive the Closing and the consummation of the transactions contemplated hereby and the delivery of the Property to Buyer, and shall not be waived or merged thereby, until any applicable statute of limitations has run, notwithstanding any examination made by or for the party to whom such representations, warranties or covenants were made.
- **26. Authority.** The parties signing below represent that they have the requisite authority to bind the entities on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the latest date set forth beneath their signatures below.
SELLER:
ORCAS MEDICAL FOUNDATION
By: Leslie Murdock
Its: President
Date:
BUYER:
SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 3
d/b/a Orcas Island Health Care District
By: Richard Fralick

Its: President

Date:

EXHIBIT A LEGAL DESCRIPTION

Lots 2A and 2B, Short Plat of the Deye Short Plat, Redivision of Lot 2, as recorded in Volume 6 of Short Plats, pages 71 and 71A, records of San Juan County, Washington;

And Also, Lot 3, Short Plat for Deye, as recorded in Volume 2 of Short Plats, pages 76, 76A and 76B, records of San Juan County, Washington; Excepting therefrom the Easterly 200 feet (as measured perpendicular to the East line thereof) of said Lot 3, Short Plat for Deye.

EXHIBIT B ASSET LIST

(see next page)

Seq #	-	Description	Device Type	Mfg Name	Model	Serial	Account		COST No	WSST/SH	Location	End of Life?
1		Patient Examination Light	Light, Examination	Midmark	253-016	None	08-9515	Orcas Island Clinic-16	S	857.00	ORC-EXAM 2	,
2		Oto/Opthalmoscope	Oto/Ophthalmoscope	Welch Allyn Medical	77710-82M	None	08-9515	Orcas Island Clinic-16	\$	652.90	ORC-EXAM 2	
3		Table, Exam	Table, Examination	Midmark	204	None	08-9515	Orcas Island Clinic-16	\$	2,429.92	ORC-EXAM 2	Yes
4		Sphygmomanometer	Sphygmomanometer	Welch Allyn	DS44	N	08-9515		\$	145.46	ORC-EXAM 2	
6		Environment of Care Patient Scale	Scale, Patient	None SECA	None 869	None 4980018171	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$	949.26	LOP-LAB ORC-EXAM 2	
7		Electrosurgical Unit	Electrosurgical Unit	Bovie Medical	Aaron 950	None	08-9515	Orcas Island Clinic-16	\$	2,695.38	ORC-HALL	
8		Oxygen Concentrator	Nebulizer	Airsep		None	08-9515		\$	2,216.00	ORC-PROCEDURE	
9		Patient Scale	Scale, Patient	SECA	869	57031699	08-9515	Orcas Island Clinic-16	\$	949.26	ORC-HALL	
10		Patient Scale	Scale, Patient	SECA		None	08-9515	Orcas Island Clinic-16	\$	949.26	ORC-HALL	
11 12		Vaginal Exam Light Thermometer, Clinical	Light, Examination Thermometer, Clinical	Midmark Exergen	80010 TAT-5000	None 16020712	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$	146.44 312.84	ORC-HALL ORC-HALL	
13		Thermometer, Clinical	Thermometer, Clinical	Exergen	TAT-5000	4177084	08-9515	Orcas Island Clinic-16	S	312.84	ORC-HALL	
14		Thermometer, Clinical	Thermometer, Clinical	Exergen	TAT-5000	14270272	08-9515	Orcas Island Clinic-16	\$	312.84	ORC-HALL	
15	OMF40048	Thermometer, Temporal	Thermometer, Clinical	Exergen	TAT-5000	A470777	08-9515	Orcas Island Clinic-16	\$	312.84	ORC-HALL	
16		Pulse Oximeter	Oximeter, Pulse	Masimo	Rad-5v	G05879566	08-9515	Orcas Island Clinic-16	1.	489.71	ORC-HALL	
17	39114	Analyzer, Urine	Analyzer, Urine	Siemens	Clinitek Status +	(21)286839	08-9515	Orcas Island Clinic-16	\$	3,108.18	ORC-HALL	
18 19		Analyzer Glucometer	Analyzer, Coagulation Analyzer, Glucose	Roche Accu-Chek	CoaguChek XS Plus Performa	UQ0125813 55012545284	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	S	2,394.00 42.25	ORC-HALL ORC-HALL	
20		Hemoglobinometer	Hemoglobinometer	Hemocue	HB 201+	1718013668	08-9515		\$	399.38	ORC-HALL	
21	39112	Analyzer	Analyzer, Immunoassay	Siemens		S063473	08-9515	Orcas Island Clinic-16	\$	5,417.98	ORC-HALL	
22	OMF39250	Refrigerator/Freezer	Refrigerator	Helmer Labs		20070246960	08-9515		\$	2,792.45	ORC-HALL	Surplussed
23	39257	Portable UV lamp	Light, UV Exam	Burton	UV 502	6830479	08-9515	Orcas Island Clinic-16	\$	489.82	ORC-HALL	
24	38690	Centrifuge	Centrifuge	Sorvall	Sorvall ST8	720017051109	08-9515	Orcas Island Clinic-16		4,116.03	ORC-HALL	
27 28	39363 39364	Thermometer (VFC) Thermometer (VFC)	Thermometer, Electronic Thermometer, Electronic	DeltaTrak DeltaTrak	12215 12215	170752075 170752159	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16		70.34 70.34	ORC-HALL ORC-HALL	
29	38697	Vital Signs Monitor	Monitor, Physiologic		Connex 64MTXX-B, 4800		08-9515	Orcas Island Clinic-16		3,500.00	ORC-HALL	
					60							
30		Thermometer	Thermometer, Clinical	Exergen		A656170	08-9515	Orcas Island Clinic-16		312.84	ORC-HALL	
31	39455	Thermometer, Clinical	Thermometer, Clinical	Exergen	TAT-5000	15161427	08-9515	Orcas Island Clinic-16	\$	312.84	ORC-HALL	
32 33	39479 39480	Laboratory Refridgerator VFC Freezer VFC	Refrigerator Freezer, Laboratory	Helmer Labs Helmer Labs	HLR 111 HLF 105	2052692 2052969	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	S	2,792.45 2,792.45	ORC-HALL ORC-HALL	
34		Patient Examination Light	Light, Examination	Midmark	253-016	700758	08-9515	Orcas Island Clinic-16	S	857.00	ORC-EXAM 4	Out of Production
									Ĺ			Parts available till 2022
35	OMF40013	Patient Examination Light	Light, Examination	Midmark	253-016	700764	08-9515	Orcas Island Clinic-16	\$	857.00	ORC-EXAM 4	Out of Production Parts available till 2022
36	OMF40024	Oto/Opthalmoscope	Oto/Ophthalmoscope	Welch Allyn Medical	77710-82M	None	08-9515	Orcas Island Clinic-16	\$	652.90	ORC-EXAM 4	
37	OMF40025	Table, Exam	Table, Examination	Midmark	204	None	08-9515	Orcas Island Clinic-16	\$	2,429.92	ORC-EXAM 4	Yes
38		Patient Examination Light	Light, Examination	Midmark		None	08-9515	Orcas Island Clinic-16		857.00	ORC-EXAM 4	
39		Sphygmomanometer	Sphygmomanometer	Welch Allyn	DS44	0006200320	08-9515	Orcas Island Clinic-16	\$	145.46	ORC-EXAM 4	
		Sphygmomanometer	Sphygmomanometer	Welch Allyn	DS44	0006151423	08-9515	Orcas Island Clinic-16	\$	145.46	ORC-EXAM 4	
					860	4980017457	08-0515	Orcas Island Clinic-16	¢	949.26	OPC-EYAM 4	
40 41 42	1	Patient Examination Light	Scale, Patient Light, Examination	SECA Midmark	869 253-016	4980017457 532293	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$	949.26 857.00	ORC-EXAM 4 ORC-EXAM 8	Out of Production Parts available till
41 42	OMF40010	Patient Examination Light	Light, Examination	Midmark	253-016	532293	08-9515	Orcas Island Clinic-16		857.00	ORC-EXAM 8	
41 42	OMF40010	Patient Examination Light			253-016 Laborlux S		_		\$			Parts available till
41 42 43 44 45	OMF40010 OMF40001 OMF40020	Patient Examination Light Microscope	Light, Examination Microscope	Midmark Leitz	253-016 Laborlux S 77710-82M 204	532293 104833	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$	857.00 7,000.00	ORC-EXAM 8 ORC-LAB	Parts available till
41 42 43 44 45 46	OMF40010 OMF40001 OMF40020 OMF40021 OMF40012	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination	Midmark Leitz Welch Allyn Medical Midmark Midmark	253-016 Laboriux S 77710-82M 204 80010	532293 104833 None NA	08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8	Parts available till 2022
41 42 43 44 45 46 47	OMF40010 OMF40001 OMF40020 OMF40021 OMF40012 39248	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC)	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Temperature, Datalogger	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics	253-016 Laborlux S 77710-82M 204 80010 VFC 5000	532293 104833 None NA None 37147	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8	Parts available til 2022
41 42 43 44 45 46 47 48	OMF40010 OMF40001 OMF40020 OMF40021 OMF40012 39248 39249	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Thermometer, Data Logger (VFC)	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Temperature, Datalogger Temperature, Datalogger	Midmark Leitz Welch Allyn Medical Midmark Midmark	253-016 Labortux S 77710-82M 204 80010 VFC 5000 VFC 5000	532293 104833 None NA None 37147 37146	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB	Parts available til 2022
41 42 43 44 45 46 47 48 49	OMF40010 OMF40001 OMF40020 OMF40021 OMF40012 39248 39249 39253	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC)	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Temperature, Datalogger	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics	253-016 Laborlux S 77710-82M 204 80010 VFC 5000 VFC 5000 3655LT	532293 104833 None NA None 37147 37146 LTD7624884	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92	ORC-LAB ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB ORC-LAB	Parts available til 2022
41 42 43 44 45 46 47 48 49 50	OMF40010 OMF40001 OMF40020 OMF40021 OMF40012 39248 39249 39253 39254	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Nebulizer	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Temperature, Datalogger Temperature, Datalogger Nebulizer	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics	253-016 Laborlux S 77710-82M 204 80010 VFC 5000 VFC 5000 3655LT	532293 104833 None NA None 37147 37146	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB	Parts available til 2022
41 42 43 44 45 46 47 48 49 50 51	OMF40010 OMF40001 OMF40020 OMF40021 OMF40012 39248 39249 39253 39254 39265	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam light Thermometer, Data Logger (VFC) Thermometer, Data Logger (VFC) Nebulizer Nebulizer	Light, Examination Microscope Otto/Ophthalmoscope Table, Examination Light, Examination Temperature, Datalogger Temperature, Datalogger Nebulizer Nebulizer	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics	253-016 Labortux S 777710-82M 204 80010 VFC 5000 VFC 5000 3655LT 3655LT None 12215	532293 104833 None NA None 37147 37146 LTD7624884 LTC8024968	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 41.92	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB ORC-LAB ORC-LAB ORC-LAB ORC-LAB	Parts available till 2022
41 42 43 44 45 46 47 48 49 50 51 52 53	OMF40010 OMF40001 OMF40020 OMF40021 OMF40012 39248 39249 39253 39254 39256 36159 36160	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Thermometer, Data Logger (VFC) Nebulizer Environment of Care Thermometer (VFC) Thermometer (VFC)	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Temperature, Datalogger Temperature, Datalogger Nebulizer Environment of Care Temperature Monitor Temperature Monitor	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics DeltaTrak DeltaTrak	253-016 Labortux S 777710-82M 204 80010 VFC 5000 VFC 5000 3655LT None 12215	532293 104833 None NA None 37147 37146 LTC7624884 LTC8024968 None 170752101 170752119	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 41.92 70.34 70.34	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB ORC-LAB ORC-LAB ORC-LAB ORC-LAB	Parts available till 2022
41 42 43 44 45 46 47 48 49 50 51 52 53	OMF40010 OMF40001 OMF40020 OMF40012 39248 39249 39253 39254 39255 36159 36160 36161	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Nebulizer Nebulizer Environment of Care Thermometer (VFC) Thermometer (VFC) Thermometer (VFC)	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Temperature, Datalogger Nebulizer Environment of Care Temperature Monitor Temperature Monitor Temperature Monitor	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics None DeltaTrak DeltaTrak DeltaTrak	253-016 Labortux S 77710-82M 204 80010 VFC 5000 VFC 5000 3655LT 3655LT 3655LT 30512 12215 12215	532293 104833 None NA None 37147 37146 LT7622484 LTC8024968 None 170752101 170752119 170752102	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 41.92 70.34 70.34	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB	Parts available till 2022
41 42 43 44 45 46 47 48 49 50 51 52 53 54	OMF40010 OMF40001 OMF40020 OMF40012 39248 39249 39253 39254 39265 36160 36160 40906	Patient Examination Light Microscope Oto/Ophtalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Nebulizer Nebulizer Environment of Care Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer (VFC)	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Light, Examination Temperature, Datalogger Nebulizer Environment of Care Temperature Monitor Temperature Monitor Temperature Monitor	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics None DeltaTrak DeltaTrak DeltaTrak DeltaTrak	253-016 Labortux S 777710-82M 204 80010 VFC 5000 VFC 5000 3655LT None 12215 12215 12215 12215	532293 104833 None NA None 37147 37146 LTD7624884 LTC8024968 None 170752101 170752101 170752102	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 41.92 70.34 70.34 70.34	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB	Parts available till 2022
443 444 445 446 447 448 449 550 551 552 553 554	OMF40010 OMF40001 OMF40020 OMF40012 39248 39248 39253 39254 39265 36169 36160 36161 40906	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Thermometer, Data Logger (VFC) Nebulizer Environment of Care Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer Patient Scale	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Temperature, Datalogger Nebulizer Environment of Care Temperature Monitor Temperature Monitor Temperature Monitor	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics None DeltaTrak DeltaTrak DeltaTrak	253-016 Labortux S 77710-82M 204 80010 VFC 5000 VFC 5000 3655LT 3655LT 3655LT 30512 12215 12215	532293 104833 None NA None 37147 37146 LT7622484 LTC8024968 None 170752101 170752119 170752102	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 41.92 70.34 70.34	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB	Parts available till 2022
43 44 44 45 46 47 48 49 50 51 52 53 55 56 57	OMF40010 OMF40001 OMF40020 OMF40012 39248 39248 39253 39254 39265 36169 36160 36161 40906	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Nebulizer Nebulizer Environment of Care Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer Patient Scale Procedure Chair	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Light, Examination Temperature, Datalogger Nebulizer Environment of Care Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Scale, Patient	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics None DeltaTrak DeltaTrak DeltaTrak SECA	253-016 Labortux S 77770-82M 204 80010 VFC 5000 VFC 5000 S055LT 3655LT None 12215 12215 12215 12215	532293 104833 None NA None 37147 37146 LTD7624884 LTC8024968 None 170752101 170752102 170752099 4980017661	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 70.34 70.34 70.34 949.26	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB	Parts available till 2022 Yes
443 444 445 446 447 448 449 449 449 449 449 45 55 55 56 56 57 57 58	OMF40010 OMF40020 OMF40020 OMF40012 OMF40012 39249 39253 39249 39254 39265 36159 36160 36161 40906 39454 OMF40005 OMF40005 OMF40005	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Thermometer, Data Logger (VFC) Nebulizer Environment of Care Thermometer (VFC) Thermometer Patient Scale Procedure Chair Defib/AED Defib/IBD	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Light, Examination Temperature, Datalogger Nebulizer Environment of Care Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Openium Chair, Procedure Defibrillator Defibrillator Defibrillator	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics None DeltaTrak DeltaTrak DeltaTrak SECA Midmark Phillips Physio Control	253-016 Labortux S 777710-82M 204 80010 VFC 5000 VFC 5000 3655LT None 12215 12215 12215 12215 12215 869 630 HeartStart Rx AED Lifepak 12	532293 104833 None NA None 37147 37147 37147 170752101 170752101 170752102 170752099 4980017661 DF3668 X066G091009 11762137	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 70.34 70.34 70.34 949.26 10,856.28	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB ORC-LA	Parts available til 2022 Yes Yes
441 442 443 444 445 446 447 447 448 449 449 449 449 449 449 449 449 449	OMF40010 OMF40021 OMF40021 OMF40022 OMF40012 39248 39249 39254 39254 39255 36159 36160 36161 40906 39454 OMF40005 OMF40005 OMF400010	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Nebulizer Nebulizer Nebulizer Environment of Care Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer Patient Scale Procedure Chair Defib/JAED Defib/JAED	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Light, Examination Temperature, Datalogger Nebulizer Environment of Care Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Scale, Patient Chair, Procedure Defibrillator Electrocardiograph	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics None DeltaTrak DeltaTrak DeltaTrak DeltaTrak DeltaTrak PeltaTrak PeltaTrak None PeltaTrak DeltaTrak DeltaTrak DeltaTrak Ninon-Kohden	253-016 Labortux S 77710-82M 204 80010 VPC 5000 VPC 5000 3655LT 3655LT 3655LT 12215 12215 12215 12215 12215 12215 12215 12216 869 630 HeartStart Rx AED Lifepak 12 Cardiofax M ECG-1350A	532293 104833 None NA None 37147 37146 LTD7624884 LTC8024884 None 170752101 170752102 170752092 4980017661 DF3668 X066091009 LT762137 None	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 41.92 70.34 70.34 70.34 949.26 10,856.28 1,961.00 2,900.00	ORC-LAB ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB OR	Parts available til 2022 Yes
441 442 443 444 445 446 447 448 449 449 449 449 449 449 449 449 449	OMF40010 OMF40021 OMF40021 OMF40021 OMF40012 OMF40012 39248 39253 39254 39254 39254 39265 36169 36160 36161 40906 39454 OMF40007 OMF40000 OMF40000 OMF40000 OMF40000	Patient Examination Light Microscope Oto/Ophtalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Nebulizer Nebulizer Environment of Care Thermometer (VFC)	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Light, Examination Temperature, Datalogger Nebulizer Environment of Care Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Scale, Patient Chair, Procedure Defibrillator Defibrillator Electrocardiograph Light, Examination	Midmark Leitz Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics None DeltaTrak DeltaTrak DeltaTrak SECA Midmark Philips Physio Control Nibon-Kohden Midmark	253-016 Labortux S 777710-82M 204 80010 VFC 5000 VFC 5000 3655LT 3655LT None 12215 12215 12215 12215 12215 12215 12215 12215 12215 12215 12215 2235 1426 Cardiofax M ECG-1350A 253-016	532293 104833 None NA None 37147 37146 LTC7624884 LTC8024968 None 170752101 170752102 170752099 4980017661 DF3668 X06G091009 11762137 None None	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000,00 652,90 2,429,92 146,644 152,00 152,00 41,92 41,92 70,34 70,34 70,34 70,34 949,26 10,856,28 1,961,00 2,900,00	ORC-LAB ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB OR	Parts available til 2022 Yes Yes
441 442 443 444 445 446 447 448 449 550 551 552 553 554 555 566 660 661 662	OMF40010 OMF40021 OMF40021 OMF40021 OMF40012 39248 39249 39253 39254 39254 39265 36159 36160 36161 40906 39454 OMF40005 OMF40005 OMF40002 OMF40003	Patient Examination Light Microscope Oto/Opthalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Thermometer, Data Logger (VFC) Nebulizer Environment of Care Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer (VFC) Thermometer Patient Scale Procedure Chair Defib/AED Defib/aIaTor Electrocardiograph Patient Examination Light Oto/Opthalmoscope	Light, Examination Microscope Oto/Ophtalmoscope Table, Examination Light, Examination Light, Examination Temperature, Datalogger Nebulizer Nebulizer Environment of Care Temperature Monitor Defibrillator	Midmark Welch Allyn Medical Midmark Midmark Lascar Electronics Lascar Electronics None DeltaTrak DeltaTrak DeltaTrak DeltaTrak DeltaTrak DeltaTrak DeltaTrak DeltaTrak Welch Allyn Medical	253-016 Laboriux S 777710-82M 204 80010 VFC 5000 VFC 5000 3655LT 3655LT None 12215	532293 104833 None NA NA None 37147 37146 LTD7624884 LTD8024968 None 170752101 170752102 170752099 4980017661 DF3668 X06G091009 11762137 None None None	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 41.92 70.34 70.34 70.34 70.34 949.26 10,856.28 1,961.00 2,900.00	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB ORC-LA	Parts available til 2022 Yes Yes Yes
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43 444 445 466 466 666 666 666 666 666 666	OMF40010 OMF40021 OMF40021 OMF40021 OMF40021 OMF40012 39248 39253 39254 39265 36159 36160 36161 40906 39454 OMF40007 OMF40005 OMF400010 OMF40010 OMF40010 OMF40010 OMF40010 OMF40011 OMF40011 AUST AUST AUST AUST AUST AUST AUST AUST	Patient Examination Light Microscope Oto/Ophtalmoscope Table, Exam Vaginal Exam Light Thermometer, Data Logger (VFC) Nebulizer Nebulizer Nebulizer Environment of Care Thermometer (VFC) Thermo	Light, Examination Microscope Oto/Ophthalmoscope Table, Examination Light, Examination Light, Examination Light, Examination Light, Examination Temperature, Datalogger Nebulizer Environment of Care Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Temperature Monitor Scale, Patient Chair, Procedure Defibrillator Defibrillator Defibrillator Defibrillator Temperature Monitor Oto/Ophthalmoscope Oto/Ophthalmoscope Oto/Ophthalmoscope Oto/Ophthalmoscope Oto/Ophthalmoscope	Midmark Leitz Welch Allyn Medical Midmark Liscar Electronics Lascar Electronics Lascar Electronics None DeltaTrak DeltaTrak DeltaTrak DeltaTrak Philips Physio Control Nihon-Kohden Midmark Welch Allyn Medical Midmark Welch Allyn Medical SECA Welch Allyn Medical	253-016 Labortux S 777710-82M 204 80010 VFC 5000 VFC 5000 VFC 5001 3655LT 3655LT 3655LT 12215 12215 12215 12215 12215 12215 12215 12215 12215 12215 12215 12215 2216 204 1241-1241-1241-1241-1241-1241-1241-124	532293 104833 None NA None 37147 37147 37146 LTC8024968 None 170752101 170752102 170752102 170752099 4980017661 D73688 X06G091009 11762137 None	08-9515 08-9515	Orcas Island Clinic-16	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,000.00 652.90 2,429.92 146.44 152.00 152.00 41.92 70.34 70.34 70.34 70.34 949.26 10,856.28 1,961.00 2,900.00 857.00 652.90 2,429.92 614.34 614.34 949.26 652.90	ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-EXAM 8 ORC-LAB ORC-URGENT ORC-URGENT ORC-EXAM 7 ORC-EXAM 7 ORC-URGENT ORC-URGENT	Parts available till 2022 Yes Yes Yes Yes Yes
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EXHIBIT C

SELLER'S CLOSING CERTIFICATE

In accordance with the terms of that certain Real Property Purchase and Sale Agreement dated
the day of, 2018 (the "Agreement"), by and between Orcas Medical Foundation, a
Washington non-profit corporation ("Seller"), and San Juan County Public Hospital District No. 3, a
Washington municipal corporation doing business as Orcas Island Health Care District ("Buyer"), Seller
hereby certifies to Buyer that the representations and warranties of Seller contained in the Agreement
are true and complete in all material respects as of the Closing Date as if made on and as of that date.
Seller further certifies that it has complied with or performed in all material respects all terms, covenants and conditions to be complied with or performed by Seller under the Agreement on or prior to the Closing Date.
Capitalized terms herein not otherwise defined shall have the same meaning as in the Agreement.
This certification is made effective as of the day of, 2018.
SELLER:
ORCAS MEDICAL FOUNDATION
By:
ltc·

EXHIBIT D FORM OF TERMINATION OF LEASE

EARLY LEASE TERMINATION AGREEMENT

This Early Lease Termination Agreement (this "Agreement") is made as of this day of, 2018, by and between Orcas Medical Foundation, a Washington nonprofit corporation ("Landlord"), and UW Physicians Network, a Washington nonprofit corporation ("Tenant"), with reference to the following facts.
RECITALS
WHEREAS , Landlord and Tenant entered into that certain Lease Agreement dated September 8, 2017, together with all exhibits, addenda, and amendments thereto (collectively, the " <u>Lease</u> "), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises located in the building (the " <u>Building</u> ") situated at 7 Deye Lane, Eastsound, Washington 98245 (the " <u>Premises</u> ");
WHEREAS, pursuant to the Lease, the Lease Term is scheduled to end on (the "Original Expiration Date"); and
WHEREAS, Landlord and Tenant now wish to terminate the Lease on, 2018 (the "Early Termination Date"), on the terms and conditions set forth below.
NOW, THEREFORE , in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
AGREEMENT

2. <u>Sale of Building and New Landlord</u>. The parties acknowledge that Landlord is transferring ownership of the Building and related real property to Orcas Island Health Care

are true and correct and incorporated into this Agreement. Capitalized terms used herein shall

have their same meanings set forth in the Lease unless otherwise set forth herein.

Recitals. Landlord and Tenant hereby agree that the recitals set forth hereinabove

District (the "District"). The parties are terminating this Lease immediately preceding the closing of the sale, upon which Tenant will commence a new lease of the Premises from the District as the new landlord.

- 3. <u>Early Termination of Lease</u>. The early termination of the Lease is contingent upon the closing of the sale of the Building to the District. If such sale closes, the parties hereby agree that the Lease shall terminate on the Early Termination Date, which date shall operate as if that date were the time originally fixed for the termination of the Lease and the Lease shall come to an end with the same force and effect as if the Early Termination Date were the date herein provided for the normal expiration hereof. All provisions of the Lease that are to become effective on the termination of the Lease shall become operative or effective on the Early Termination Date.
- **4.** <u>Premises</u>. Tenant agrees that on the Early Termination Date, the Premises shall be in as good condition as when received by Tenant from Landlord, reasonable wear and tear excepted. At Landlord's request, the parties shall conduct a walk-through inspection of the Premises prior to the Early Termination Date and Landlord shall have the right to identify work required to be performed by Tenant consistent with the foregoing.
- **5.** <u>Security Deposit</u>. The parties acknowledge that no security deposit or advance rent has been paid under the Lease.

6. General Provisions.

- A. The parties acknowledge that each party and/or its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.
- B. If for any reason any provision of this Agreement shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement.
- C. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

D. In the event any dispute between the parties results in litigation or other proceeding, the prevailing party shall be reimbursed by the nonprevailing party for all reasonable costs and expenses, including, without limitation, reasonable attorneys' and experts' fees and costs incurred by the prevailing party in connection with such litigation or other proceeding and any appeal thereof. Such costs, expenses and fees shall be included in and made a part of the judgment recovered by the prevailing party, if any.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first set forth above.

<u>LANDLORD</u> :	TENANT:
ORCAS MEDICAL FOUNDATION	UW PHYSICIANS NETWORK
Ву	By
Its	Its
Date:	Date:

EXHIBIT E BUYER'S CLOSING CERTIFICATE

	In accorda	nce with the terms of tha	at certain Rea	l Property Pu	rchase and Sa	le Agreement dated
the	_ day of	, 2018 (the "A	Agreement"),	by and betw	een Orcas Me	edical Foundation, a
Washi	ngton non-	profit corporation ("Selle	r"), and San	Juan County	Public Hospi	tal District No. 3, a
Washi	ngton muni	cipal corporation doing b	usiness as Or	cas Island Hea	alth Care Dist	rict ("Buyer"), Buyer
hereby	y certifies to	Seller that the represent	ations and w	arranties of B	uyer containe	ed in the Agreement
are tru	ie and comp	olete in all material respec	ts as of the Cl	osing Date as	if made on an	d as of that date.
	•	her certifies that it has conditions to be complied wi	•	•		•
Agreei	•	d terms herein not otherw	rise defined sl	hall have the s	same meaning	g as in the
	This certif	ication is made effective a	s of the c	lay of		_, 2018.
BUYER	₹:					
SAN JU	JAN COUNT	Y PUBLIC HOSPITAL DISTRI	ICT NO. 3			
d/b/a	Orcas Island	Health Care District				
By: Ri	chard Fralicl	<				
Its: Pr	esident					

EXHIBIT F FORM OF BILL OF SALE

THIS BILL OF SALE is being executed and delivered by Orcas Medical Foundation, a Washington non-profit corporation ("Seller"), pursuant to that certain Real Property Purchase and Sale Agreement dated the ____ day of October, 2018 (the "REPSA"), by and between Seller and San Juan County Public Hospital District No. 3, a Washington municipal corporation doing business as Orcas Island Health Care District ("Buyer").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller does hereby convey, transfer, assign and deliver to Buyer, to have and hold forever, and Buyer does hereby acquire form Seller, Seller's right, title and interest in and to Seller's furniture, fixtures and equipment as described in the REPSA, including without limitation, those certain assets itemized in <u>Exhibit A</u> attached hereto and incorporated herein by this reference (the "Assets").

Seller hereby represents and warrants to Buyer and Buyer's respective successors and assigns forever, that: (a) Seller is the true and lawful owner of the Assets; (b) Seller has good and marketable title to the Assets; (c) the Assets are free and clear of all title defects and objections, claims, liens, security interests or other encumbrances; and (d) Seller has the right and all necessary power and authority to sell the Assets.

Seller agrees that on reasonable request by Buyer, and without further consideration, Seller will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any other further transfers, conveyances and assignments and assurances as may be reasonably required to perfect Buyer's acquisition of title to the Assets to the extent conveyed, transferred and assigned hereby.

DATED this day of, 201	.8
SELLER:	
ORCAS MEDICAL FOUNDATION	
 Ву:	
ts:	

EXHIBIT A TO BILL OF SALE LIST OF ASSETS

(see next page)

-	Tag	Description	Device Type	Mfg Name	Model	Serial	Account		COST No WSST/SH		End of Life?
↓1 1		Patient Examination Light	Light, Examination	Midmark	253-016	None	08-9515	Orcas Island Clinic-16	\$ 857.00	ORC-EXAM 2	,
2		Oto/Opthalmoscope	Oto/Ophthalmoscope			None	08-9515	Orcas Island Clinic-16		ORC-EXAM 2	
3	OMF40038	Table, Exam	Table, Examination	Midmark	204	None	08-9515	Orcas Island Clinic-16	\$ 2,429.92	ORC-EXAM 2	Yes
4		Sphygmomanometer	Sphygmomanometer	Welch Allyn	DS44		08-9515		\$ 145.46	ORC-EXAM 2	
5		Environment of Care Patient Scale	Environment of Care	None SECA	None 869	None 4980018171	08-9515 08-9515	Orcas Island Clinic-16	\$ 949.26	LOP-LAB ORC-EXAM 2	
7		Electrosurgical Unit	Scale, Patient Electrosurgical Unit	Bovie Medical	Aaron 950	4980018171 None	08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 949.26 \$ 2,695.38	ORC-EXAM 2 ORC-HALL	
8		Oxygen Concentrator	Nebulizer	Airsep	NewLife	None	08-9515		\$ 2,216.00	ORC-PROCEDURE	
9		Patient Scale	Scale, Patient	SECA	869	57031699	08-9515	Orcas Island Clinic-16	\$ 949.26	ORC-HALL	
10	OMF40039	Patient Scale	Scale, Patient	SECA	869	None	08-9515	Orcas Island Clinic-16	\$ 949.26	ORC-HALL	
11		Vaginal Exam Light	Light, Examination	Midmark	80010	None	08-9515	Orcas Island Clinic-16	\$ 146.44	ORC-HALL	
12		Thermometer, Clinical	Thermometer, Clinical	Exergen	TAT-5000	16020712	08-9515		\$ 312.84	ORC-HALL	
13 14		Thermometer, Clinical	Thermometer, Clinical	Exergen	TAT-5000	4177084	08-9515	Orcas Island Clinic-16	\$ 312.84	ORC-HALL	
15		Thermometer, Clinical Thermometer, Temporal	Thermometer, Clinical Thermometer, Clinical	Exergen	TAT-5000 TAT-5000	14270272 A470777	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 312.84 \$ 312.84	ORC-HALL ORC-HALL	
16		Pulse Oximeter	Oximeter, Pulse	Exergen Masimo	Rad-5v	G05879566	08-9515	Orcas Island Clinic-16		ORC-HALL	
17	39114	Analyzer, Urine	Analyzer, Urine	Siemens	Clinitek Status +	(21)286839	08-9515	Orcas Island Clinic-16	\$ 3,108.18	ORC-HALL	
18	39110	Analyzer	Analyzer, Coagulation	Roche	CoaguChek XS Plus	UQ0125813	08-9515		\$ 2,394.00	ORC-HALL	
19	39109	Glucometer	Analyzer, Glucose	Accu-Chek	Performa	55012545284	08-9515	Orcas Island Clinic-16	\$ 42.25	ORC-HALL	
20		Hemoglobinometer	Hemoglobinometer	Hemocue	HB 201+	1718013668	08-9515		\$ 399.38	ORC-HALL	
21	39112	Analyzer	Analyzer, Immunoassay	Siemens	DCA Vantage Analyzer	S063473	08-9515	Orcas Island Clinic-16	\$ 5,417.98	ORC-HALL	
22		Refrigerator/Freezer	Refrigerator	Helmer Labs	HLR 111	20070246960	08-9515	Orcas Island Clinic-16	\$ 2,792.45	ORC-HALL	Surplussed
23 24	39257 38690	Portable UV lamp	Light, UV Exam	Burton Sorvall	UV 502 Sorvall ST8	6830479	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 489.82	ORC-HALL ORC-HALL	
27	39363	Centrifuge Thermometer (VFC)	Centrifuge Thermometer, Electronic	DeltaTrak	12215	720017051109 170752075	08-9515	Orcas Island Clinic-16		ORC-HALL	
28		Thermometer (VFC)	Thermometer, Electronic	DeltaTrak	12215	170752075	08-9515		\$ 70.34	ORC-HALL	
29	38697	Vital Signs Monitor	Monitor, Physiologic	Welch Allyn Medical	Connex 64MTXX-B, 4800		08-9515	Orcas Island Clinic-16		ORC-HALL	
					60						
		Thermometer	Thermometer, Clinical	Exergen		A656170	08-9515	Orcas Island Clinic-16		ORC-HALL	
31	39455	Thermometer, Clinical	Thermometer, Clinical	Exergen	TAT-5000	15161427	08-9515	Orcas Island Clinic-16	\$ 312.84	ORC-HALL	
		Laboratory Refridgerator VFC	Refrigerator	Helmer Labs	HLR 111	2052692	08-9515		\$ 2,792.45	ORC-HALL	
33 34	39480	Patient Examination Light	Freezer, Laboratory	Helmer Labs Midmark	HLF 105	2052969 700758	08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 2,792.45 \$ 857.00	ORC-HALL	Out of Production
34	OMF40026	Patient examination Light	Light, Examination	Midmark	253-016	700756	08-9515	Orcas Island Clinic- 16	\$ 857.00	ORC-EXAM 4	Parts available till 2022
35	OMF40013	Patient Examination Light	Light, Examination	Midmark	253-016	700764	08-9515	Orcas Island Clinic-16	\$ 857.00	ORC-EXAM 4	Out of Production Parts available till 2022
36	OMF40024	Oto/Opthalmoscope	Oto/Ophthalmoscope	Welch Allyn Medical	77710-82M	None	08-9515	Orcas Island Clinic-16	\$ 652.90	ORC-EXAM 4	
37	OMF40025	Table, Exam	Table, Examination	Midmark	204	None	08-9515	Orcas Island Clinic-16	\$ 2,429.92	ORC-EXAM 4	Yes
38	OMF40027	Patient Examination Light	Light, Examination	Midmark	253-016	None	08-9515	Orcas Island Clinic-16	\$ 857.00	ORC-EXAM 4	
39	14981	Sphygmomanometer	Sphygmomanometer	Welch Allyn	DS44	0006200320	08-9515	Orcas Island Clinic-16	\$ 145.46	ORC-EXAM 4	
_		Sphygmomanometer	Sphygmomanometer	Welch Allyn		0006151423	08-9515	Orcas Island Clinic-16		ORC-EXAM 4	
41 42	1	Patient Scale Patient Examination Light	Scale, Patient Light, Examination	SECA Midmark	253-016	4980017457 532293	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 949.26 \$ 857.00	ORC-EXAM 4 ORC-EXAM 8	Out of Production Parts available till
											2022
43 44	1	Microscope	Microscope	Leitz	Laboriux S	104833	08-9515 08-9515	Orcas Island Clinic-16	\$ 7,000.00 \$ 652.90	ORC-LAB	
44 45		Oto/Opthalmoscope Table, Exam	Oto/Ophthalmoscope Table, Examination	Welch Allyn Medical Midmark	77710-82M 204	None NA	08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 652.90	ORC-EXAM 8 ORC-EXAM 8	Yes
46	1	Vaginal Exam Light	Light, Examination	Midmark		None	08-9515	Orcas Island Clinic-16	1	ORC-EXAM 8	165
47	39248	Thermometer, Data Logger (VFC)	Temperature, Datalogger	Lascar Electronics	VFC 5000	37147	08-9515	Orcas Island Clinic-16	\$ 152.00	ORC-LAB	
		Thermometer, Data Logger (VFC)	Temperature, Datalogger	Lascar Electronics		37146	08-9515		\$ 152.00	ORC-LAB	
49	39253	Nebulizer	Nebulizer		3655LT	LTD7624884	08-9515	Orcas Island Clinic-16	\$ 41.92	ORC-LAB	
	1	Nebulizer	Nebulizer		3655LT	LTC8024968	08-9515	Orcas Island Clinic-16	\$ 41.92	ORC-LAB	
51		Environment of Care	Environment of Care	None	None	None	08-9515	Orcas Island Clinic-16		ORC-LAB	
		Thermometer (VFC)	Temperature Monitor	DeltaTrak	12215	170752101	08-9515	Orcas Island Clinic-16		ORC-LAB	
53	36160	Thermometer (VFC)	Temperature Monitor	DeltaTrak	12215	170752119	08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 70.34	ORC-LAB	
54 55	36161 40906	Thermometer (VFC)	Temperature Monitor Temperature Monitor	DeltaTrak DeltaTrak	12215 12215	170752102 170752099	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 70.34 \$ 70.34	ORC-LAB ORC-LAB	
56		Patient Scale	Scale, Patient	SECA	869	4980017661	08-9515		\$ 949.26	ORC-EXAM 8	
57		Procedure Chair	Chair, Procedure	Midmark	630	DF3668	08-9515	Orcas Island Clinic-16	\$ 10,856.28	ORC-URGENT	Yes
58	OMF40005		Defibrillator	Philips	HeartStart Rx AED	X06G091009	08-9515		\$ 1,961.00	ORC-URGENT	
59	OMF40006	Defibrillator	Defibrillator	Physio Control	Lifepak 12	11762137	08-9515	Orcas Island Clinic-16	\$ 2,900.00	ORC-URGENT	
60	OMF40019	Electrocardiograph	Electrocardiograph	Nihon-Kohden	Cardiofax M ECG-1350A	None	08-9515	Orcas Island Clinic-16		ORC-URGENT	Yes
61	OWEY0033	Patient Examination Light	Light, Examination	Midmark	253-016	None	08-9515	Orcas Island Clinic-16	\$ 857.00	ORC-EXAM 7	
									\$ 652.90	ORC-EXAM 7	
	OMF40035	Oto/Opthalmoscope	Oto/Ophthalmoscope	Welch Allyn Medical		None	08-9515	Orcas Island Clinic-16			
63	OMF40035 OMF40011	Oto/Opthalmoscope Table, Exam	Table, Examination	Midmark	204	None	08-9515	Orcas Island Clinic-16	\$ 2,429.92	ORC-EXAM 7	Yes
63 64	OMF40035 OMF40011 OMF40017	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope /	Table, Examination Oto/Ophthalmoscope	Midmark Welch Allyn Medical	204 71811-MP	None None	08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34	ORC-EXAM 7 ORC-URGENT	Yes
63 64 65	OMF40035 OMF40011 OMF40017 OMF40016	Oto/Opthalmoscope Table, Exam	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope	Midmark	204	None	08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34	ORC-EXAM 7	Yes
63 64 65 66	OMF40035 OMF40011 OMF40017 OMF40016 39453	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope /	Table, Examination Oto/Ophthalmoscope	Midmark Welch Allyn Medical Welch Allyn Medical SECA	204 71811-MP 71811-MP	None None None	08-9515 08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34	ORC-EXAM 7 ORC-URGENT ORC-URGENT	Yes
63 64 65 66 67 68	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40034	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient	Midmark Welch Allyn Medical Welch Allyn Medical SECA	204 71811-MP 71811-MP 869	None None None 4980018676	08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 7	Yes
63 64 65 66 67 68 69	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40034 OMF40014 14987	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn	204 71811-MP 71811-MP 869 777710-82M 204 DS44	None None None 4980018676 None None 0006121509	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 2,429,92 \$ 614,34 \$ 614,34 \$ 949,26 \$ 652,90 \$ 2,429,92 \$ 145,46	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 7 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6	
63 64 65 66 67 68 69 70	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40034 OMF40014 14987 39452	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Scale	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Table, Examination Sphygmomanometer Scale, Patient	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA	204 71811-MP 71811-MP 869 77710-82M 204 DS44 869	None None None 4980018676 None None 0006121509 4980017654	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 2,429,92 \$ 614,34 \$ 614,34 \$ 949,26 \$ 652,90 \$ 2,429,92 \$ 145,46 \$ 949,26	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 7 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6	
63 64 65 66 67 68 69 70	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40034 OMF40014 14987 39452 OMF40009	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Scale Patient Scale	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Table, Examination Sphygmomanometer Scale, Patient Light, Examination	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Midmark	204 71811-MP 71811-MP 869 77710-82M 204 DS44 869 253-016	None None None 4980018676 None None 0006121509 4980017654 None	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 2,429,92 \$ 614,34 \$ 614,34 \$ 949,26 \$ 652,90 \$ 2,429,92 \$ 145,46 \$ 949,26 \$ 857,00	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 7 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6	
63 64 65 66 67 68 69 70 71	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40034 OMF40014 14987 39452 OMF40009	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Scale Patient Scale Oto/Opthalmoscope Oto/Opthalmoscope	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Table, Examination Sphygmomanometer Scale, Patient Light, Examination Oto/Ophthalmoscope	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Midmark Welch Allyn	204 71811-MP 71811-MP 869 77710-82M 204 D544 869 253-016 77710-82M	None None None 4980018676 None None 0006121509 4980017654 None	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16 Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 2,429.92 \$ 145.46 \$ 949.26 \$ 857.00 \$ 652.90	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1	
63 64 65 66 67 68 69 70 71 72	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40034 OMF40014 14987 39452 OMF40009 OMF40004 39450	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Examination Light Oto/Opthalmoscope Patient Scale Patient Scale	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Table, Examination Sphygmomanometer Scale, Patient Light, Examination Oto/Ophthalmoscope Scale, Patient	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Midmark Welch Allyn Midmark Welch Allyn Medical SECA	204 71811-MP 71811-MP 869 77710-82M 204 D544 869 253-016 777710-82M 869	None None None 4980018676 None None None None None None None 4980017654 None None None 4980018226	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 949.26 \$ 652.90 \$ 2,429.92 \$ 145.46 \$ 949.26 \$ 857.00 \$ 949.26	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 1	
63 64 65 66 67 68 69 70 71 72 73	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40034 OMF40014 14987 39452 OMF40009 OMF40004 39450 39451	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Scale Patient Examination Light Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Table, Examination Sphygmomanometer Scale, Patient Light, Examination Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Oto/Ophthalmoscope	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Midmark Welch Allyn Medical SECA Welch Allyn Medical SECA Welch Allyn Medical	204 77811-MP 869 77710-82M 204 D544 869 253-016 777710-82M 869 777710-82M	None None None None None None None None	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 2,429.92 \$ 145.46 \$ 949.26 \$ 857.00 \$ 652.90 \$ 949.26	ORC-EXAM 7 ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 1	
63 64 65 66 67 68 69 70 71 72 73	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40034 OMF40014 14987 OMF40009 OMF40004 39450 39451 14982	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Examination Light Oto/Opthalmoscope Patient Scale Patient Scale	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Table, Examination Sphygmomanometer Scale, Patient Light, Examination Oto/Ophthalmoscope Scale, Patient	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Midmark Welch Allyn Midmark Welch Allyn Medical SECA	204 71811-MP 71811-MP 869 77710-82M 204 D544 869 253-016 777710-82M 869	None None None 4980018676 None None None None None None None 4980017654 None None None 4980018226	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 949.26 \$ 652.90 \$ 2,429.92 \$ 145.46 \$ 949.26 \$ 857.00 \$ 949.26	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 1	
63 64 65 66 67 68 69 70 71 72 73 74 75	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40034 OMF40014 14987 39452 OMF40009 OMF40004 39451 14982 OMF40041	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Scale Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope Sphygmomanometer Sphygmomanometer Sphygmomanometer	Table, Examination Otto/Ophthalmoscope Otto/Ophthalmoscope Scale, Patient Otto/Ophthalmoscope Scale, Patient Otto/Ophthalmoscope Scale, Patient Scale, Patient Scale, Patient Scale, Patient Otto/Ophthalmoscope Scale, Patient Otto/Ophthalmoscope Scale, Patient Otto/Ophthalmoscope Sphygmomanometer	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Midmark Welch Allyn Medical SECA Welch Allyn Medical SECA Welch Allyn Medical SECA Welch Allyn Medical Welch Allyn Medical	204 71811-MP 77811-MP 869 777710-82M 869 77710-82M 869 777710-82M DS44	None None None 4980018676 None None None 0006121509 4980017654 None None 17324 0206201237	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 2,429.92 \$ 145.46 \$ 949.26 \$ 857.00 \$ 652.90 \$ 949.26	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1	Yes
63 64 65 66 67 68 69 70 71 72 73 74 75 76	OMF40035 OMF40011 OMF40016 39453 OMF40014 14987 39452 OMF40009 OMF40009 39450 39451 14982 OMF40041 0MF40041 0MF40041 OMF40041	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Examination Light Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope Patient Scale	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Table, Examination Sphygmomanometer Scale, Patient Ught, Examination Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Inage Reader	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Welch Allyn Midmark Welch Allyn Medical SECA Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Welch Allyn	204 77811-MP 77811-MP 869 77710-82M 204 D544 869 253-016 777710-82M 869 777710-82M D544 icr. 1000 253-016	None None None A980018676 None None None None None 14980017654 None None 17324 0206201237 1091-897	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 2,429.92 \$ 145.46 \$ 987.00 \$ 652.90 \$ 949.26 \$ 857.00 \$ 652.90 \$ 145.46	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1	Yes
63 64 65 66 67 68 69 70 71 72 73 74 75 76 77	OMF40035 OMF40017 OMF40017 OMF40016 39453 OMF40034 OMF40014 14987 39452 OMF40009 39451 14982 OMF40041 OMF40022 OMF40005 OMF40018	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Examination Light Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Radiographic Unit	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Uto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Uto/Ophthalmoscope Scale, Patient Uto/Ophthalmoscope Splygmomanometer Image Reader Light, Examination Oto/Ophthalmoscope Radiographic Unit	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Welch Allyn Midmark Welch Allyn Medical SECA Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Welch Allyn	204 71811-MP 71811-MP 869 77710-82M 204 205-44 869 253-016 77710-82M 869 77710-82M 677710-82M 677710-82M 677710-82M 677710-82M 677710-82M 677710-82M	None None None 4980018676 None None 0006121509 4980017654 None None 4980018226 17324 0206201237 1091-897 None None	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 2,429.92 \$ 145.46 \$ 987.00 \$ 652.90 \$ 949.26 \$ 857.00 \$ 652.90 \$ 145.46	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 2 ORC-EXAM 5 ORC-EXAM 5 ORC-EXAM 5 ORC-EXAM 5 ORC-EXAM 5	Yes
63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78	OMF40035 OMF40017 OMF40017 OMF40016 39453 OMF40014 14987 39452 OMF40009 OMF40004 39450 39451 14982 OMF40041 OMF40028 OMF4008 OMF4008	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Scale Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Sphygmomanometer Image Reader Patient Examination Light Oto/Opthalmoscope Sphygmomanometer Image Reader Patient Examination Light Oto/Opthalmoscope Radiographic Unit X-Ray Table	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Table, Examination Sphygmomanometer Scale, Patient Light, Examination Oto/Ophthalmoscope Sphygmomanometer Inage Reader Light, Examination Oto/Ophthalmoscope Sphygmomanometer Light, Examination Oto/Ophthalmoscope Sphygmomanometer Light, Examination Oto/Ophthalmoscope Light, Examination Radiographic Unit Radiographic Unit	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Welch Allyn SECA Welch Allyn Gelch Allyn Midmark Welch Allyn Medical Welch Allyn Medical Welch Allyn Midmark	204 71811-MP 71811-MP 889 77710-82M 204 D544 869 253-016 777710-82M 869 77710-82M 0544 iCR-1000 253-016 777710-82M 14417 400M	None None None 4980018676 None None 4980017654 None None None 1980017654 None None None None None None None A980018226 17324 1206201237 1091-897 None None None None A61284-1291	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 145.46 \$ 949.26 \$ 949.26 \$ 887.00 \$ 652.90 \$ 145.46 \$ 857.00 \$ 749.26 \$ 652.90 \$ 145.46	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 2 ORC-EXAM 5 ORC-EXAM 5 ORC-EXAM 5	Yes Yes Yes Yes Yes Yes
563 564 565 566 567 668 669 770 771 772 773 774 775 776 777 778 779 880	OMF40035 OMF40017 OMF40016 39453 OMF40016 14987 39452 OMF40009 39450 39451 14982 OMF40004 39450 0MF4004 0MF4004 0MF4004 0MF4004 0MF4004 OMF40022 OMF40015 OMF40018 OMF40018	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Scale Oto/Opthalmoscope Sphygmomanometer Image Reader Patient Examination Light Oto/Opthalmoscope Radiographic Unit X-Ray Table Table, Exam	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Jable, Examination Sphygmomanometer Scale, Patient Ught, Examination Oto/Ophthalmoscope Scale, Patient Unity/Ophthalmoscope Sphygmomanometer Image Reader Light, Examination Oto/Ophthalmoscope Radiographic Unit Radiographic Unit Table, Examination	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn Medical Midmark Welch Allyn Medical SECA Welch Allyn Medical SECA Welch Allyn Medical SECA Welch Allyn Medical Konica iRay AmRad Midmark	204 71811-MP 78819-MP 869 77710-82M 204 DS44 869 77710-82M 869 77710-82M 869 DS44 ICR-1000 253-016 77710-82M 14x17 400M 204	None None None 4980018676 None 4980018676 None 0006121509 4980017654 None None 17324 0206201237 1091-897 None None None None None None None None	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 145.46 \$ 949.26 \$ 887.00 \$ 652.90 \$ 145.46 \$ 887.00 \$ 652.90 \$ 145.46 \$ 87.00 \$ 74.950.00	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 5 ORC-EXAM 5 ORC-EXAM 5 ORC-EXAM 5 ORC-EXAM 5 ORC-EXAM 5	Yes Yes Yes
63	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40031 OMF40034 14987 39452 OMF40009 OMF40004 59450 14982 OMF40041 OMF40055 OMF40051 OMF40053 OMF40013 OMF40013 OMF40013 OMF40013 OMF40013	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Examination Light Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Radiographic Unit X-Ray Table Table, Exam Patient Scale	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Uight, Examination Oto/Ophthalmoscope Sphygmomanometer Image Reader Uight, Examination Oto/Ophthalmoscope Radiographic Unit Radiographic Unit Radiographic Unit Radiographic Unit Scale, Patient Scale, Patient	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Midmark Welch Allyn Medical SECA Welch Allyn Medical SECA Welch Allyn Medical Konica iray Amrad Midmark Midmark SECA	204 71811-MP 71811-MP 869 77710-82M 204 D544 869 253-016 77710-82M 869 77710-82M 67710-82M 253-016 77770-82M 14x17 400M 204 869	None None None 4980018676 None 4980018676 None 0006121509 4980017654 None 17324 17324 17324 17324 17324 17324 17329 AE1284-1291 None 4980017797	08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 145.46 \$ 949.26 \$ 857.00 \$ 652.90 \$ 145.46 \$ 857.00 \$ 652.90 \$ 145.46 \$ 857.00 \$ 652.90 \$ 145.46 \$ 857.00 \$ 145.46 \$ 949.26	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-EXAM 7 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 5	Yes Yes Yes Yes Yes Yes
63 664 665 666 667 668 669 70 71 77 77 77 78 79 80 81 82 83	OMF40035 OMF40017 OMF40016 39453 OMF40014 14987 39452 OMF40004 39450 39451 14982 OMF40020 OMF40020 OMF40015 OMF40015 OMF40025 OMF40025 OMF40042 OMF40042 OMF40042 OMF40042 OMF40042	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmomanometer Patient Scale Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope Sphygmomanometer Image Reader Patient Examination Light Oto/Opthalmoscope Sphygmomanometer Image Reader Patient Examination Light Oto/Opthalmoscope Radiographic Unit X-Ray Table Table, Exam Patient Scale Oto/Opthalmoscope	Table, Examination Oto/Ophthalmoscope Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Table, Examination Sphygmomanometer Scale, Patient Light, Examination Oto/Ophthalmoscope Sphygmomanometer Inage Reader Light, Examination Oto/Ophthalmoscope Sphygmomanometer Image Reader Light, Examination Oto/Ophthalmoscope Addiographic Unit Radiographic Unit Table, Examination Scale, Patient Oto/Ophthalmoscope	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn SECA Welch Allyn SECA Welch Allyn Welch Allyn Medical Welch Allyn Medical Welch Allyn Medical Welch Allyn Midmark Welch Allyn Medical Welch Allyn Midmark Welch Allyn Medical Welch Allyn Midmark SECA Welch Allyn Medical Welch Allyn Medical Konica iRay AmRad Midmark SECA	204 71811-MP 71811-MP 869 77710-82M 204 D544 869 77710-82M 869 77710-82M 554 iCR-1000 253-016 77710-82M 14x17 400M 204 869 77710-82M	None None None 4980018676 None None 0006121509 4980017654 None None None 17324 1091-897 None None None 17324 1091-897 None None 498001826 17324 1091-897 None None None None None None None None	08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 145.46 \$ 949.26 \$ 887.00 \$ 652.90 \$ 145.46 \$ 857.00 \$ 652.90 \$ 145.46 \$ 87.00 \$ 242.92 \$ 145.46	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 5	Yes Yes Yes Yes Yes Yes Yes
63 64 65 66 66 67 68 69 70 71 72 73 74 75 76 77 78 80 81 82 83 84	OMF40035 OMF40011 OMF40017 OMF40016 39453 OMF40014 OMF40014 14987 39450 OMF40009 S9451 14982 OMF40001 OMF40022 OMF40012 OMF40012 OMF40013 S9445 OMF40023 OMF40023 OMF40023	Oto/Opthalmoscope Table, Exam Desk Charger, Otoscope / Desk Charger, Otoscope / Patient Scale Oto/Opthalmoscope Table, Exam Sphygmonanometer Patient Examination Light Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Patient Scale Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Patient Examination Light Oto/Opthalmoscope Radiographic Unit X-Ray Table Table, Exam Patient Scale Oto/Opthalmoscope Radiographic Unit X-Ray Table Table, Exam Patient Scale Oto/Opthalmoscope Table, Exam Patient Scale	Table, Examination Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient Oto/Ophthalmoscope Scale, Patient July Examination Sphygmomanometer Scale, Patient Light, Examination Oto/Ophthalmoscope Scale, Patient Unity/Ophthalmoscope Sphygmomanometer Image Reader Light, Examination Oto/Ophthalmoscope Radiographic Unit Table, Examination Scale, Patient Oto/Ophthalmoscope Table, Examination Scale, Patient Oto/Ophthalmoscope Table, Examination	Midmark Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Midmark Welch Allyn Medical Midmark Welch Allyn Medical SECA Welch Allyn Medical Welch Allyn Medical SECA Welch Allyn Medical Welch Allyn Medical Welch Allyn Medical Welch Allyn Medical Konica iRay AmRad Midmark SECA Welch Allyn Medical Midmark	204 71811-MP 71811-MP 869 77710-82M 204 DS44 869 253-016 77710-82M 869 177710-82M 1CR-1000 253-016 77710-82M 4417 4400M 204 869 277710-82M 204	None None None 4980018676 None None 0006121509 4980017654 None None 173224 0206201237 1091-897 None None None None None None None None	08-9515 08-9515	Orcas Island Clinic-16	\$ 2,429.92 \$ 614.34 \$ 614.34 \$ 949.26 \$ 652.90 \$ 145.46 \$ 949.26 \$ 887.00 \$ 652.90 \$ 145.46 \$ 887.00 \$ 652.90 \$ 74.950.00 \$ 2,429.92 \$ 74.950.00 \$ 2,429.92 \$ 74.950.00 \$ 2,429.92	ORC-EXAM 7 ORC-URGENT ORC-URGENT ORC-URGENT ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 6 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 1 ORC-EXAM 5	Yes Yes Yes Yes Yes
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EXHIBIT G

SELLER'S INSURANCE

Name of Insurer Type of Policy Policy Limits