

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (the "Lease") is made this 1st day of October 2015, between CST Properties, LLC ("Lessor") and Chugach Imaging JV, LLC ("Lessee").

1. **PREMISES.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor, those certain premises located at 1751 East Gardner Way, Suites A, B, C, F, and Telecom Room northeast of the City of Wasilla, State of Alaska. Further described as Lot 1B, Block 2, Elsinore Village Subdivision, according to re-filed Plat Number 2004-80, Palmer Recording District, Third Judicial District, State of Alaska. This Premise is comprised of approximately 7827 square feet of office space (the "Premises").

2. **BUSINESS PURPOSE.** The Premises are to be used for the purposes of medical imaging and medical clinic and for no other business or purpose without the written consent of Lessor. Lessor warrants that the Premises are presently zoned so that they may be used for the intended purpose. If Premises is or becomes not zoned for the intended purpose, the Lessee shall have the right to terminate the Lease with a 30-day notice to Lessor. Lessee agrees that the height and location of all buildings, signs, lights and other improvements are in compliance with laws pertaining thereto.

3. **FEDERAL & STATE COMPLIANCE - ODORS AND DEBRIS.** Lessee shall maintain the premises in a clean and professional manner. Business activities shall comply with all State and Federal regulations including applicable Environmental Protection Agency and Alaska Department of Environmental Conservation regulations. Lessee shall not store anything outside of the Premises other than vehicles used for such business. If Lessee is unable to comply, the Lessor shall have the right to terminate said Lease with a 30-day notice.

4. **TERMS.** The term of this Lease shall be for twenty-four (24) months and shall commence on the 1st day of October 2015 (the "Commencement Date"), and end on the 30th day of September 2017 unless sooner terminated as provided elsewhere in this Lease.

(a) **Option to Renew.** So long as Lessee is not in default on this Lease, the Lessor will grant Lessee one (1) option to renew this Lease for an additional one to five year term, with such duration of renewal to be at Lessee's sole discretion. Lessee must notify Lessor in writing not less than ninety (90) days prior to the expiration of the primary term. Rents for the option period are to be based on the then market rents to be agreed upon by both the Lessor and the Lessee but in no case less than the prior term's rental amount.

5. **RENT.** Lessee shall pay to Lessor as rent for the Premises in lawful money of the United States as follows: \$11,500.00 per month. The said monthly rent shall be payable in advance, on the first of each month during the Lease term, to the Lessor payable to: CST Properties, LLC, P.O. Box 2954, Palmer, Alaska 99645 or to such other address as Lessor may from time to time designate upon not less than thirty (30) days prior written notice to Lessee.

(a) A deposit of \$23000.00 was paid with the Binding Letter of Intent on July 21, 2015, as an advanced payment of two month's rent. Upon acceptance of said Lease, this deposit will fulfill the monthly rent requirement for October 2015 and November 2015. Thereafter, all rents will be as previously stated in Section 5. RENT.

6. **LATE CHARGE.** Rent not paid on or before the 10th day of the month is delinquent, and a late fee of five percent (5%) of the amount then due will be due and payable in addition to the rent. If such sum and late charges are not paid in full on or before the eleventh (11th) day of the month, such sum shall commence to bear interest at the rate of twelve percent (12%) per annum until paid in full.

7. **SECURITY DEPOSIT.** No security deposit is required or collected at this time. All terms, agreements and obligations of said Lease remain intact and Lessee's obligations have not been lessened.

8. **UTILITIES.** Lessee agrees to pay gas, electric, telephone, security, janitorial (including north hallway), and minor maintenance (i.e.: replacing/repairing light bulbs/fixtures, sinks, toilets, heating/cooling units, etc.) for the Premises. These services are separately metered and the Lessee will place said utilities in their name throughout the term of the Lease. Lessor agrees to pay for sewer, water, snow removal, landscaping, outdoor lighting and refuse.

(a) **Meter numbers:**

Gas (Enstar):	123371 & 128097
Electric (MEA):	TE16033, TE90200, TE160106, TE160176, TE160183, TE160227.

9. **TAXES AND BUILDING INSURANCE.** Lessor agrees to pay for real estate taxes and building/property insurance. Lessor shall maintain in force during the term of this Lease a policy of insurance issued by a company authorized to engage in the insurance business against damage or destruction by fire and/or perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time the policies are obtained.

10. **ACCIDENTS.** All personal property on the Premises shall be at the risk of Lessee. Lessor or Lessor's agents shall not be liable for any damage, either to person or property, sustained by Lessee or others caused by any defects now in the Premises or hereafter occurring therein, caused by fire or by the bursting or leaking of water, gas, sewer pipes, from any act or neglect of employees or any other persons or due to the happening of any accident from whatsoever cause in and about the Premises. Lessee agrees to defend and hold Lessor and Lessor's agents harmless from any and all claims and damages suffered or alleged to be suffered in or about the Premises by any person, firm or corporation. Notwithstanding the foregoing, Lessor shall and does hereby agree to protect, defend, indemnify and hold Lessee harmless from and against any and all claims from any negligent act or omission on the part of the Lessor or any of its agents, contractors or employees. Lessor further agrees to indemnify the Lessee from and against all costs, expenses, including reasonable attorney's fees, and other liabilities incurred in connection with any such indemnified claim or action or proceeding brought thereon.

11. **LIABILITY INSURANCE.** Lessee shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Lessor and insuring Lessee and Lessor against any liability, including, without limitation, damages to other portions of the building arising out of the ownership, use, occupancy or maintenance of the leased Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000.00). Such policy shall name Lessor

and Lessor's agent as additional insured and shall provide that they may not be cancelled without ten day's prior written notice to Lessor. Lessor shall be furnished with a certificate evidencing issuance of such policy of liability insurance and such policy may not be canceled without thirty (30) days prior written notice to Lessor. If Lessee shall fail to maintain said insurance, Lessor may, but shall not be required, procure and maintain the same at the expense of Lessee.

12. WAIVER OF SUBROGATION. Each of Lessee and Lessor waives any and all rights of recovery against the other or against the officers, employees, agent and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, for such loss or damages insured against under any insurance policy in force at the time of such loss or damage.

13. CARE OF PREMISES. Lessor shall make major repairs to the premises unless damage is caused by the Lessee's negligence. Lessor shall make all such repairs without, to the extent practicable, materially interfering with the conduct of Lessee's business. Lessor shall be responsible for any repairs necessitated by the acts or negligence of Lessor, its agents, employees or contractors. The Premises shall at all times be kept and used in accordance with the laws of the State of Alaska and in accordance with all directions, rules and regulations of the health office, fire marshal, building inspector or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of Lessee; and Lessee will permit no waste, damage or injury to the Premises and at Lessee's own cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes so they will not freeze or become clogged and will also repair all damages caused by leaks or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on the Premises.

14. USE. Lessee shall conduct and carry on in the Premises, continuously during each and every business day of the term hereof, the business for which the Premises are leased and shall not use the Premises for illegal purposes. Lessor will not lease space at 1751 East Gardner Way to any like-kind business.

15. LIENS AND INSOLVENCY. Lessee shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, the Lessor may cancel this Lease, at Lessor's option.

16. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity, without prior written approval from the Lessor. Although assignment of the Lease will not be unreasonable withheld, it is clearly understood that Lessee will remain liable for the full term of the Lease. As used herein, the term "Assignment" includes, without limitation, transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Lessee is a partnership, transfers of stock by stockholders if Lessee is a corporation, unless such transfers result from the trading of shares listed on a recognized public stock exchange, and any assignment in connection with any corporate merger or consolidation.

17. ACCESS. Lessee will allow Lessor or Lessor's agents free access by appointment to the Premises for the purpose of inspection or of making repairs, additions, or alterations to the Premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of Lessor to make any repairs, all of such repairs to be made by Lessee as aforesaid. Lessor shall have the right to place and maintain "For

Rent" signs in a conspicuous place on the Premises for sixty (60) days prior to the expiration of this Lease.

18. **POSSESSION:** In the event of the inability of Lessor to deliver possession of the Premises or any portion thereof at the Commencement Date, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession. Notwithstanding the foregoing, in the event possession of the Premises is not delivered to Lessee within sixty (60) days of the Commencement Date, the Lessee shall have the right, but not the obligation, to terminate this Lease and neither party shall have any further liability or obligation to the other hereunder. If Lessor shall deliver possession of the Premises to Lessee prior to the Commencement Date and Lessee agrees to accept the same at such time, both Lessor and Lessee shall be bound by all of the provisions and obligations hereunder during such prior period.

(a) It is mutually understood between Lessor and Lessee that two rooms (Nuclear Medicine Room and the PET Room) would be restricted from use until such time that the Federal Nuclear Regulatory Commission (NRC) provides clearance. The anticipated date for approval is the end of November 2015. All tenant improvements may proceed except in those two rooms which must remain undisturbed until the NRC sign off is received. In the event that NRC disapproves, the rents will be reduced by the square footage @ \$1.50 per square foot of those two rooms until such time of NRC approval and Lessees' free access to those two rooms. This does not hinder the possession of said Premises.

19. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Lessor and Lessee at the addresses set forth below, or to such other respective addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

The addresses are as follows:

LESSOR: CST Properties, LLC
P.O. Box 2954
Palmer, AK 99645

LESSEE: Chugach Imaging JV, LLC
4100 Lake Otis Parkway, Suite 102
Anchorage, AK 99508

20. **SIGNS:** Any signs placed on the Premises shall be of the same "Duranodic" color, similar in size, a different font will be acceptable and with the prior written approval of Lessor and shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Lessee, the Lessor may have same removed at Lessee's expense.

21. **ALTERATIONS.** Lessee shall not make any alterations, additions, or improvements in the Premises without having obtained the written consent of Lessor, and all alterations, additions and improvements which shall be made at the sole cost and expense of

Lessee and shall become the property of Lessor and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation or injury. If Lessee shall perform work with the consent of Lessor as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. Lessee further agrees to save Lessor free and harmless from damage, loss or expense arising out of said work. Qualified craftsmen shall perform all work in a professional manner, applicable to that particular trade. Lessee will provide to Lessor any professional drawings/schematics of tenant improvements or as-builts of existing tenant improvements with no cost to Lessor. Any items that are Lessee specific (i.e. MRI, CT, x-ray, etc. and specialized associated equipment, etc.) shall remain the property of Lessee.

22. DEFAULT AND RE-ENTRY. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due or if either party shall violate or default on any of the covenants and agreements herein contained, and Lessee does not cure such violation or default within thirty (30) days after written notice from Lessor to Lessee of such violation or default, then Lessor may cancel this Lease upon giving the notice required by law and re-enter the Premises; but, notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and re-letting of the Premises at a lesser rental than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

23. COSTS AND ATTORNEY'S FEES. If by reason of any default on the part of Lessee it becomes necessary for Lessor to employ an attorney, or in case Lessor shall bring suit to recover any rent due hereunder or for breach of any provision of the Lease or to recover possession of the Premises, or if Lessor shall bring action for any relief against Lessee, declaratory or otherwise, arising out of this Lease, and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fee and all costs and expenses expended or incurred by Lessor in connection with such default or action.

24. ACCEPTANCE OF PREMISES. Lessee hereby accepts the leased Premises "as is" on October 5, 2015 and in their present condition and subject to all applicable zoning, municipal, borough, county and state laws, ordinances and regulations governing and regulating the use of the Premises and accepts this Lease subject thereto and all matters disclosed thereby and by any exhibits attached thereto. Except as provided in Section 2 and Section 18(a) of this Lease, Lessee acknowledges that neither Lessor nor Lessor's agents have made any representations or warranty as the suitability of the Premises for the conduct of Lessee's business.

25. NON-WAIVER OF BREACH. The failure of any party to insist on strict performance of any covenant or condition hereof or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.

26. REMOVAL OF PROPERTY. In the event of any entry in or taking possession of the Premises as aforesaid, Lessor shall have the right, but not the obligation, to remove from the Premises all personal property located therein, including without limitation inventory, and may store the same in any place selected by Lessor, including but not limited to public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it as been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, third to the payment of any other sums of money which may then be

due from Lessee to Lessor under any of the terms hereof and the balance, if any, to be paid to Lessee. It is understood that any medical treatment equipment or confidential medical records are exempt from removal.

27. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon their heirs, legal representatives, successors and assigns or either of both of the parties hereto.

28. HOLDING OVER. If Lessee, with Lessor's written consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Lessee, but all options and rights of first refusal, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

29. FIRE AND OTHER CASUALTY. In the event the Premises is damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with Lessor to rebuild or repair the same; and after the happening of any such contingency, Lessee shall give Lessor or Lessor's agents immediate written notice thereof. Lessor shall have not more than thirty (30) days after the date of such notification to notify Lessee in writing of Lessor's intentions to rebuild or repair the Premises, or shall prosecute the work of such rebuilding or repairing without unnecessary delay, and during such period the rent of the Premises shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this Lease terminated by written notice served upon Lessor or Lessor's agents. In the event the building in which the Premises hereby lease are located shall be destroyed or damaged by fire, earthquake or other casualty (even though the Premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to rebuild or repair, then it shall be optional with Lessor to terminate this Lease by written notice served on Lessee within thirty (30) days after destruction or damage.

30. CONDEMNATION. It is understood and agreed that if the whole or any part of the Premises shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Lessor and those authorized to exercise such right (all of which shall hereafter be considered condemnation), then, upon the passing of title of the Premises or any part thereof to the condemner, this Lease shall become null and void and the term herein granted shall cease and terminate, anything herein to the contrary notwithstanding.

31. SURRENDER. Lessee agrees, on the last day of the term or earlier termination of this Lease, to surrender the Premises to Lessor in as good condition and repair as they are upon occupancy, except for the reasonable use, wear and tear thereof. A visual and written inspection list will be conducted with Lessor and Lessee on initial occupancy and upon termination of Lease.

32. SALE OF PREMISES BY LESSOR. In the event of any sale of the Premises by Lessor, Lessor shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties of their successors in interest or between the parties any such purchase, to have assumed

and agreed to carry out any and all of the covenants and obligations of Lessor under this Lease. The security deposit, if any, will be transferred to the new owner at closing.

33. FORUM SELECTION. This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Palmer, Alaska. Lessee agrees specifically the venue and jurisdiction in that court is proper, and further agree to submit themselves to the jurisdiction of that court. Lessee shall not claim that said forum is an inconvenient forum.

34. ENTIRE AGREEMENT. This Lease sets for the entire understanding and agreement of Lessor and Lessee with respect to the Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

35. JOINT AND SEVERAL LIABILITY. The parties to this Lease, including, if any, the subsequent corporation to be formed by the Lessee shall all be jointly and severally liable to the Lessor for the performance and other obligations required under the terms of this Lease.

36. RECORDING. Lessee shall not record this Lease without the prior written consent of Lessor. However, upon request of either party, both parties shall execute a memorandum or "short form" of the Lease for purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

Lessor and Lessee have carefully read and reviewed this Lease and each term and provision contained herein and, by execution of this Lease, shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Lease is executed, the terms of this Lease are commercially reasonable and effectuate the intent and purpose of Lessor and Lessee with respect to the Premises.

Executed on the 5th day of OCTOBER 2015 Executed on the 2nd day of October, 2015

LESSOR:

LESSEE:

By: Martha L. Kincaid
Martha L. Kincaid
Managing Member
CST Properties, LLC

By: Richard W. Johns
Richard W. Johns
General Counsel and Secretary
Chugach Imaging JV, LLC

STATE OF ALASKA

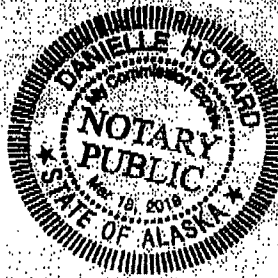
THIRD JUDICIAL DISTRICT

This is to Certify, that on the 5th day of October, 2015, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared **MARTHA L. KINCAID**, Managing Member of **CST Properties, LLC**, and known to me to be a member or designated agent of the Limited Liability Company that executed the Commercial Lease Agreement and acknowledged the Lease to be the free and voluntary act and deed of the Limited Liability Company, purposed therein mentioned, and on oath stated that she is authorized to execute this Lease and fact executed this Lease on behalf of the Limited Liability Company.

Danielle Howard

NOTARY PUBLIC in and for Alaska

My Commission Expires: 3-18-19



STATE OF ALASKA

THIRD JUDICIAL DISTRICT

This is to Certify, that on the _____ day of _____, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared _____, and known to me to be a official or designated agent of the **Alliance HealthCare Services Corporation** that executed the Commercial Lease Agreement and acknowledged the Lease to be the free and voluntary act and deed of the Corporation, purposed therein mentioned, and on oath stated that he/she is authorized to execute this Lease and fact executed this Lease on behalf of the Corporation.

NOTARY PUBLIC in and for Alaska

My Commission Expires: _____

California All-Purpose Acknowledgment

State of California

County of Orange

S.S.

On 10.2.15 before me, S. F. Van Uffelen a Notary Public

Name of Notary Public, Title

personally appeared Richard W. Johns

Name of Signer (1)

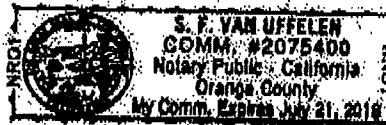
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. F. Van Uffelen
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

COMMERCIAL LEASE AGREEMENT

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11. **LIABILITY INSURANCE.** Lessee shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Lessor and insuring Lessee and Lessor against any liability, including, without limitation, damages to other portions of the building arising out of the ownership, use, occupancy or maintenance of the leased Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000.00). Such policy shall name Lessor

and Lessor's agent as additional insured and shall provide that they may not be cancelled without ten day's prior written notice to Lessor. Lessor shall be furnished with a certificate evidencing issuance of such policy of liability insurance and such policy may not be canceled without thirty (30) days prior written notice to Lessor. If Lessee shall fail to maintain said insurance, Lessor may, but shall not be required, procure and maintain the same at the expense of Lessee.

12. WAIVER OF SUBROGATION. Each of Lessee and Lessor waives any and all rights of recovery against the other or against the officers, employees, agent and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, for such loss or damages insured against under any insurance policy in force at the time of such loss or damage.

13. CARE OF PREMISES. Lessor shall make major repairs to the premises unless damage is caused by the Lessee's negligence. Lessor shall make all such repairs without, to the extent practicable, materially interfering with the conduct of Lessee's business. Lessor shall be responsible for any repairs necessitated by the acts or negligence of Lessor, its agents, employees or contractors. The Premises shall at all times be kept and used in accordance with the laws of the State of Alaska and in accordance with all directions, rules and regulations of the health office, fire marshal, building inspector or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of Lessee; and Lessee will permit no waste, damage or injury to the Premises and at Lessee's own cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes so they will not freeze or become clogged and will also repair all damages caused by leaks or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on the Premises.

14. USE. Lessee shall conduct and carry on in the Premises, continuously during each and every business day of the term hereof, the business for which the Premises are leased and shall not use the Premises for illegal purposes. Lessor will not lease space at 1751 East Gardner Way to any like-kind business.

15. LIENS AND INSOLVENCY. Lessee shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, the Lessor may cancel this Lease, at Lessor's option.

16. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity, without prior written approval from the Lessor. Although assignment of the Lease will not be unreasonable withheld, it is clearly understood that Lessee will remain liable for the full term of the Lease. As used herein, the term "Assignment" includes, without limitation, transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Lessee is a partnership, transfers of stock by stockholders if Lessee is a corporation, unless such transfers result from the trading of shares listed on a recognized public stock exchange, and any assignment in connection with any corporate merger or consolidation.

17. ACCESS. Lessee will allow Lessor or Lessor's agents free access by appointment to the Premises for the purpose of inspection or of making repairs, additions, or alterations to the Premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of Lessor to make any repairs, all of such repairs to be made by Lessee as aforesaid. Lessor shall have the right to place and maintain "For

Rent" signs in a conspicuous place on the Premises for sixty (60) days prior to the expiration of this Lease.

18. POSSESSION: In the event of the inability of Lessor to deliver possession of the Premises or any portion thereof at the Commencement Date, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession. Notwithstanding the foregoing, in the event possession of the Premises is not delivered to Lessee within sixty (60) days of the Commencement Date, the Lessee shall have the right, but not the obligation, to terminate this Lease and neither party shall have any further liability or obligation to the other hereunder. If Lessor shall deliver possession of the Premises to Lessee prior to the Commencement Date and Lessee agrees to accept the same at such time, both Lessor and Lessee shall be bound by all of the provisions and obligations hereunder during such prior period.

(a) It is mutually understood between Lessor and Lessee that two rooms (Nuclear Medicine Room and the PET Room) would be restricted from use until such time that the Federal Nuclear Regulatory Commission (NRC) provides clearance. The anticipated date for approval is the end of November 2015. All tenant improvements may proceed except in those two rooms which must remain undisturbed until the NRC sign off is received. In the event that NRC disapproves, the rents will be reduced by the square footage @ \$1.50 per square foot of those two rooms until such time of NRC approval and Lessee's free access to those two rooms. This does not hinder the possession of said Premises.

19. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Lessor and Lessee at the addresses set forth below, or to such other respective addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

The addresses are as follows:

LESSOR: CST Properties, LLC
P.O. Box 2954
Palmer, AK 99645

LESSEE: Chugach Imaging JV, LLC
4100 Lake Otis Parkway, Suite 102
Anchorage, AK 99508

20. SIGNS: Any signs placed on the Premises shall be of the same "Duranodic" color, similar in size, a different font will be acceptable and with the prior written approval of Lessor and shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Lessee, the Lessor may have same removed at Lessee's expense.

21. ALTERATIONS. Lessee shall not make any alterations, additions, or improvements in the Premises without having obtained the written consent of Lessor, and all alterations, additions and improvements which shall be made at the sole cost and expense of

Lessee and shall become the property of Lessor and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation or injury. If Lessee shall perform work with the consent of Lessor as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. Lessee further agrees to save Lessor free and harmless from damage, loss or expense arising out of said work. Qualified craftsmen shall perform all work in a professional manner, applicable to that particular trade. Lessee will provide to Lessor any professional drawings/schematics of tenant improvements or as-builts of existing tenant improvements with no cost to Lessor. Any items that are Lessee specific (i.e. MRI, CT, x-ray, etc. and specialized associated equipment, etc.) shall remain the property of Lessee.

22. DEFAULT AND RE-ENTRY. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due or if either party shall violate or default on any of the covenants and agreements herein contained, and Lessee does not cure such violation or default within thirty (30) days after written notice from Lessor to Lessee of such violation or default, then Lessor may cancel this Lease upon giving the notice required by law and re-enter the Premises; but, notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and re-letting of the Premises at a lesser rental than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

23. COSTS AND ATTORNEY'S FEES. If by reason of any default on the part of Lessee it becomes necessary for Lessor to employ an attorney, or in case Lessor shall bring suit to recover any rent due hereunder or for breach of any provision of the Lease or to recover possession of the Premises, or if Lessor shall bring action for any relief against Lessee, declaratory or otherwise, arising out of this Lease, and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fee and all costs and expenses expended or incurred by Lessor in connection with such default or action.

24. ACCEPTANCE OF PREMISES. Lessee hereby accepts the leased Premises "as is" on October 5, 2015 and in their present condition and subject to all applicable zoning, municipal, borough, county and state laws, ordinances and regulations governing and regulating the use of the Premises and accepts this Lease subject thereto and all matters disclosed thereby and by any exhibits attached thereto. Except as provided in Section 2 and Section 18(a) of this Lease, Lessee acknowledges that neither Lessor nor Lessor's agents have made any representations or warranty as the suitability of the Premises for the conduct of Lessee's business.

25. NON-WAIVER OF BREACH. The failure of any party to insist on strict performance of any covenant or condition hereof or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.

26. REMOVAL OF PROPERTY. In the event of any entry in or taking possession of the Premises as aforesaid, Lessor shall have the right, but not the obligation, to remove from the Premises all personal property located therein, including without limitation inventory, and may store the same in any place selected by Lessor, including but not limited to public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it as been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, third to the payment of any other sums of money which may then be

due from Lessee to Lessor under any of the terms hereof and the balance, if any, to be paid to Lessee. It is understood that any medical treatment equipment or confidential medical records are exempt from removal.

27. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon their heirs, legal representatives, successors and assigns or either of both of the parties hereto.

28. HOLDING OVER. If Lessee, with Lessor's written consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Lessee, but all options and rights of first refusal, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

29. FIRE AND OTHER CASUALTY. In the event the Premises is damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with Lessor to rebuild or repair the same; and after the happening of any such contingency, Lessee shall give Lessor or Lessor's agents immediate written notice thereof. Lessor shall have not more than thirty (30) days after the date of such notification to notify Lessee in writing of Lessor's intentions to rebuild or repair the Premises, or shall prosecute the work of such rebuilding or repairing without unnecessary delay, and during such period the rent of the Premises shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this Lease terminated by written notice served upon Lessor or Lessor's agents. In the event the building in which the Premises hereby lease are located shall be destroyed or damaged by fire, earthquake or other casualty (even though the Premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to rebuild or repair, then it shall be optional with Lessor to terminate this Lease by written notice served on Lessee within thirty (30) days after destruction or damage.

30. CONDEMNATION. It is understood and agreed that if the whole or any part of the Premises shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Lessor and those authorized to exercise such right (all of which shall hereafter be considered condemnation), then, upon the passing of title of the Premises or any part thereof to the condemner, this Lease shall become null and void and the term herein granted shall cease and terminate, anything herein to the contrary notwithstanding.

31. SURRENDER. Lessee agrees, on the last day of the term or earlier termination of this Lease, to surrender the Premises to Lessor in as good condition and repair as they are upon occupancy, except for the reasonable use, wear and tear thereof. A visual and written inspection list will be conducted with Lessor and Lessee on initial occupancy and upon termination of Lease.

32. SALE OF PREMISES BY LESSOR. In the event of any sale of the Premises by Lessor, Lessor shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties of their successors in interest or between the parties any such purchase, to have assumed

and agreed to carry out any and all of the covenants and obligations of Lessor under this Lease. The security deposit, if any, will be transferred to the new owner at closing.

33. FORUM SELECTION. This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Palmer, Alaska. Lessee agrees specifically the venue and jurisdiction in that court is proper, and further agree to submit themselves to the jurisdiction of that court. Lessee shall not claim that said forum is an inconvenient forum.

34. ENTIRE AGREEMENT. This Lease sets for the entire understanding and agreement of Lessor and Lessee with respect to the Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

35. JOINT AND SEVERAL LIABILITY. The parties to this Lease, including, if any, the subsequent corporation to be formed by the Lessee shall all be jointly and severally liable to the Lessor for the performance and other obligations required under the terms of this Lease.

36. RECORDING. Lessee shall not record this Lease without the prior written consent of Lessor. However, upon request of either party, both parties shall execute a memorandum or "short form" of the Lease for purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

Lessor and Lessee have carefully read and reviewed this Lease and each term and provision contained herein and, by execution of this Lease, shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Lease is executed, the terms of this Lease are commercially reasonable and effectuate the intent and purpose of Lessor and Lessee with respect to the Premises.

Executed on the 5th day of OCTOBER 2015 Executed on the 2nd day of October, 2015

LESSOR:

LESSEE:

By: Martha L. Kincaid
Martha L. Kincaid
Managing Member
CST Properties, LLC

By: Richard W. Johns
Richard W. Johns
General Counsel and Secretary
Chugach Imaging JV, LLC

STATE OF ALASKA)

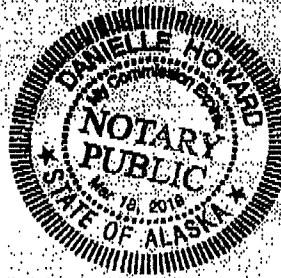
THIRD JUDICIAL DISTRICT)

This is to Certify, that on the 5th day of October, 2015, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared **MARTHA L. KINCAID**, Managing Member of **CST Properties, LLC**, and known to me to be a member or designated agent of the Limited Liability Company that executed the Commercial Lease Agreement and acknowledged the Lease to be the free and voluntary act and deed of the Limited Liability Company, purposed therein mentioned, and on oath stated that she is authorized to execute this Lease and fact executed this Lease on behalf of the Limited Liability Company.

Danielle Howard

NOTARY PUBLIC in and for Alaska

My Commission Expires: 3-18-19



STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

This is to Certify, that on the _____ day of _____, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared _____, and known to me to be a official or designated agent of the **Alliance HealthCare Services Corporation** that executed the Commercial Lease Agreement and acknowledged the Lease to be the free and voluntary act and deed of the Corporation, purposed therein mentioned, and on oath stated that he/she is authorized to execute this Lease and fact executed this Lease on behalf of this Corporation.

NOTARY PUBLIC in and for Alaska

My Commission Expires: _____

California All-Purpose Acknowledgment

State of California

County of Orange

S.S.

On 10.2.15 before me, S. F. Van Uffelen a Notary Public

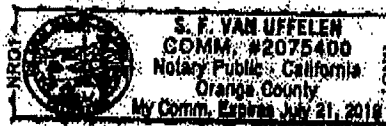
personally appeared Richard W. Johns

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. F. Van Uffelen
Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages; and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

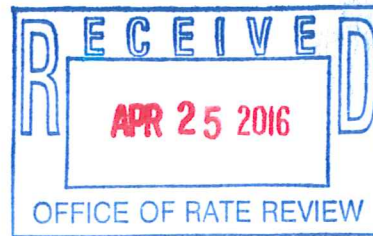
Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)



April 25, 2016

Ms. Alexandria Hicks
Coordinator, Certificate of Need Program
Department of Health and Social Services
Division of Health Care Services
3601 C Street, Suite 978
Anchorage, Alaska 99503-5924



Reference: Amended Request for Determination of Certificate of Need

Dear Ms. Hicks,

On July 27, 2015 Diagnostic Health Alaska (DHA) submitted a Request for Determination whether a certificate of need (CON) was required for a multi-modality imaging center to be located at 1751 E. Gardner Way, Suite B, Wasilla, Alaska. After requesting additional information, which DHA supplied, you determined in a letter dated September 1, 2015 that a CON was not required because the total expenditures for the Wasilla facility were below the \$1.5 million threshold under AS 18.07.031.

On advice of counsel, DHA has since determined that additional expenditures for the Wasilla facility should be included in the request for determination. Accordingly, DHA submits this Amended Request for Determination under 7 AAC 07.031 that the Wasilla facility does not require a certificate of need because the total expenditures for the facility remain below the \$1.5 million threshold.

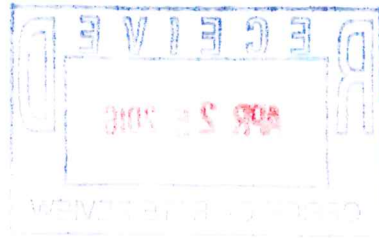
The corrected total expenditures for the facility included in the threshold calculation under 7 AAC 07.010 are listed in the attached Table 1. They include: a CT unit, an Ultrasound unit, an X-Ray unit, an MRI unit, a C-arm, the value of the 2 year lease for the space, the cost of leasehold improvements, and the purchase of additional equipment and services to facilitate the project. We note that we have calculated the cost of the leased space for the facility as follows: the monthly rent of \$11,600, multiplied by the 24 month term of the lease, *minus* the monthly \$1,636 rent paid to DHA by subtenants for portions of the leased space. Supporting documentation for the newly added expenditures is attached for your review.

As you can see, the total expenditures for the facility remain below \$1.5 million. Accordingly we respectfully request that you confirm that DHA does not need to obtain a CON.

Please contact me with any questions you may have.

Sincerely,

David A. Joslin
Administrator, Diagnostic Health Alaska
Manager of Operations, Alliance Healthcare Radiology



SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is entered into effective as of the 1st day of May, 2016 (the "Effective Date") by and between CHUGACH IMAGING JV, LLC, a Delaware limited liability company ("Sublessor"), and ALLIANCE HEALTHCARE SERVICES, INC., a corporation ("Sublessee").

RECITALS

WHEREAS, Sublessor leases from CST Properties, LLC ("Landlord") the property located at 1751 East Gardner Way, Wasilla, Alaska, pursuant to that certain Lease ("Sublessor's Lease") by and between Landlord and Sublessor entered into as of October 1st, 2015; and

WHEREAS, Sublessor desires to sublease a portion of the leased premises, and Sublessee agrees to sublease a portion of the leased premises, in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sublessor and Sublessee agree as follows:

1. PREMISES

A. Sublessor shall lease to Sublessee, and Sublessee shall lease from Sublessor, pursuant to the terms, covenants, conditions and uses set forth in this Sublease, that certain property, consisting of approximately 1,019 rentable square feet space located at 1751 East Gardner Way, Wasilla, Alaska (the "Premises") and more particularly described in Exhibit A, which is attached hereto and incorporated herein.

B. Sublessee shall have exclusive use of the Premises during the Term of this Sublease (as defined below) and shall not share the Premises with Sublessor or any other person or entity during the Term of this Sublease. ✓

C. Sublessor represents and warrants that it has all necessary power and authority to enter into this Sublease, Sublessor has obtained all necessary consents from Landlord to enter into this Sublease and that this Sublease will not violate Sublessor's Lease with Landlord.

D. The parties acknowledge that this Sublease shall at all times be subject to and is made upon all of the terms, covenants, and conditions of Sublessor's Lease, with the same force and effect as if fully set forth herein at length, and except as otherwise provided for herein, Sublessee shall keep, observe and perform faithfully all those terms, covenants, and conditions of Sublessor under Sublessor's Lease with respect to the Demised Premises, except the payment of the rent payable by Sublessor to Landlord under the Lease. The execution of this Sublease and Landlord's consent thereto, shall not relieve Sublessor of any of its obligations to the Landlord under the Lease.

2. TERM; TERMINATION

A. Term. Subject to earlier termination as provided in Section 2(B) below, the "Term" of this Sublease shall commence on the Effective Date and shall continue through the end of the current Term of Sublessor's Lease, which shall expire on September 30, 2017.

B. Termination. This Sublease shall automatically terminate without further obligation to Sublessor or Sublessee immediately upon expiration or termination of Sublessor's Lease for any reason. In addition, this Sublease may be terminated by Sublessor upon Sublessee's failure to abide by any of the terms or conditions contained in this Sublease; or (iii) upon Sublessee's filing a voluntary petition in bankruptcy or other similar proceeding.

3. **RENT**

A. Base Rent. Sublessee agrees to pay to Sublessor as "Base Rent" hereunder an amount equal to One Thousand Four Hundred Ninety Seven and 30/100 Dollars (\$1,497.30) for each month of the Term (the "Base Rent"), payable in advance on the first day of each and every month during the Term of this Sublease. All sums payable by Sublessee to Sublessor hereunder shall be paid in lawful money of the United States of America, without notice or demand and without deduction, diminution abatement, counterclaim or set off of an amount for any reason whatsoever. All rent amounts due hereunder shall be payable and delivered to Sublessor at c/o Alliance HealthCare Services, Inc., P.O. Box 6600, Newport Beach, CA 92658-6600. If Sublessee shall present Sublessor more than twice during the term hereof checks or drafts not honored by the institution upon which they are issued, then Sublessor may require that future payments of rent and other sums thereafter payable be made by certified or cashier's check. If not sooner paid, such rent shall be delinquent after the fifth (5th) day of each month. Rent for any partial months during the Term of this Sublease shall be prorated in accordance with the number of the days in such month.

B. Utilities. In addition to the amounts set forth above, Sublessee agrees to pay to Sublessor Sublessee's proportionate share for electricity and gas which is equal to Six Hundred Fifty One and 90/100 Dollars (\$651.90) for each month of the Term (the "Utilities"), payable in advance on the first day of each and every month during the Term of this Sublease.

4. **TAXES**

A. Real Estate Taxes. Landlord shall receive and pay all real estate tax and assessment bills levied against all or any portion of the Premises and all improvements installed by Landlord.

B. Sublessee Personal Property. Sublessee agrees to promptly pay all property taxes and assessments with respect to any of Sublessee's personal property located on or attached to the Premises.

5. **USE OF PREMISES**

A. Use. During the Term of this Sublease, the Premises shall be used by Sublessee solely for office space.

B. Common Areas. Sublessee is hereby granted rights to use and have access to common areas and rights of ingress and egress to the Premises and use of the parking lot during all normal business hours, consistent with the terms and conditions contained in Sublessor's Lease, Exhibit B, which is attached hereto and incorporated herein.

C. Care of Premises. Sublessee shall at all times comply with the terms and conditions contained in Section 13 Care of Premises of Sublessor's Lease.

Exhibit A
The Premises

Administrative Suite

The Administrative Suite consists of 5 rooms as described below:

Conference Room	15' x 21'	315 sq. ft.
Administrative Support Office	13 ½ ' x 25'	337.5 sq. ft.
Managers Office	12 ½ ' x 14'	175 sq. ft.
Overflow Office	11' x 14'	154 sq. ft.
Bathroom	8' x 9' x 10'	37.5 sq. ft.
	<u>Total Sq. Ft.</u>	<u>1,019 sq. ft.</u>

Percentage of Overall Square Footage:	13.02%
Rental Share:	\$1,497.30
Utility Share	
Electric	\$603.60
Gas	\$48.30

<u>Total Monthly Charges</u>	<u>\$2,149.20</u>
-------------------------------------	--------------------------

Exhibit B
Sublessor's Lease
(attached)

6. **PREMISES TAKEN 'AS IS'**

Sublessee agrees that the Premises are taken "as is" by Sublessee as of the Effective Date of this Sublease.

7. **OBLIGATIONS OF LESSOR**

Sublessee and Sublessor covenant not to take any action or do or perform any act or fail to perform any act which would result in the failure or breach of any of the covenants, agreements, terms, provisions or conditions of Sublessor's Lease on the part of Sublessor thereunder. Notwithstanding any provision of this Sublease to the contrary, whenever the consent or approval of Sublessor is required for a particular act, event or transaction (i) any such consent or approval by Sublessor shall be subject to the consent or approval of Landlord, and (ii) should Landlord refuse to grant such consent or approval, under all circumstances Sublessor shall be released from any obligation to grant its consent or approval. Sublessor represents and warrants to Sublessee that Sublessor's Lease is in full force and effect, all obligations of both Landlord and Sublessor thereunder have been satisfied and Sublessor has neither given nor received a notice of default pursuant to Sublessor's Lease. Sublessor covenants as follows: (i) not to voluntarily terminate Sublessor's Lease, except as agreed in writing by Sublessor, Sublessee, and Landlord, (ii) not to modify Sublessor's Lease so as to adversely affect Sublessee's rights hereunder, and (iii) to take all actions reasonably necessary to preserve Sublessor's Lease, except as agreed in writing by Sublessor, Sublessee, and Landlord.

8. **ASSIGNMENT AND SUBLETTING**

Sublessee shall not assign, mortgage, encumber, or transfer this Sublease in whole or in part, or sublet the Premises or any part thereof, nor grant a license or concession in connection therewith.

9. **LIENS**

Sublessee shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Lien") to be filed against the Premises, or any part thereof, nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Sublessee. If such Lien shall be filed, Sublessor, at its option, may compel the prosecution of an action for the foreclosure of such Lien by the lienor. If any such Lien shall be filed and an action commenced to foreclose the Lien, Sublessee, upon demand by Sublessor, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the Premises from such lien. Notwithstanding anything to the contrary within this Sublease or applicable law, Sublessor agrees that it shall not have the right to nor shall it lien or retain any of Sublessee's patient records, be they in document or electronic form.

10. **INSURANCE**

Sublessee hereby agrees it will, throughout the Term of this Sublease, at its own cost and expense, maintain public liability insurance covering the Premises for the protection of Sublessor and Sublessee, as their interests may appear, with a limit of liability for property damage and liability for bodily injury or death of one person in an amount not less than \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate, with the Sublessor as an additional insured. In addition to the foregoing, Sublessee throughout the Term hereof shall maintain Workers' Compensation and Employers' Liability Insurance in accordance with the laws of the state in which the Premises are located. Sublessor shall maintain adequate property insurance coverage on the Premises and arrange for or maintain public

liability insurance on all common areas servicing the Premises. At the request of either party, the other party shall supply certificates of insurance evidencing compliance with this Section.

11. **INDEMNIFICATION**

Sublessee hereby agrees to indemnify and hold Sublessor and Landlord harmless from and against any cost, damage, claim, liability or expense incurred by or claimed against Sublessor and Landlord which occurs as a direct result of Sublessee's use or occupancy of the Premises except in cases of the Landlord's or Sublessor's negligence or default of the obligations of either Sublessor or Landlord in accordance with this Sublease.

12. **MISCELLANEOUS**

A. **Successors.** This Sublease shall extend to and be binding upon the successors and assigns of the parties. This provision shall not be construed to permit the assignment of this Sublease.

B. **Waiver.** No waiver by Sublessor of any default by Sublessee shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Sublessor's acceptance of Monthly Base Rent shall not be deemed a waiver as to any preceding default.

C. **Severability.** If any provision or Term of this Sublease shall be invalid or unenforceable, the remainder of this Sublease shall not be affected thereby and each provision or term shall remain valid and in force to the fullest extent permitted by law.

D. **Notices.** Any notices to be given hereunder shall be deemed sufficiently given when in writing and: (a) actually served on the party to be notified; or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

Sublessor:
Chugach Imaging JV, LLC
c/o Alliance HealthCare Services, Inc.
100 Bayview Circle, Suite 400
Newport Beach, California 92660
Attn: General Counsel

Sublessee:
Alliance HealthCare Services, Inc.
100 Bayview Circle, Suite 400
Newport Beach, California 92660
Attn: General Counsel

Such addresses may be changed by either party by written notice as to the new address given as above provided.

E. **Confidentiality.** The parties agree, on behalf of themselves and their respective agents, successors and assigns, not to disclose the terms of this Sublease with any other person, except as may be required by law.

F. **No Violation.** The parties agree that the parties or their respective agents or employees have not made any statement, promise or agreement whatsoever, verbally or in writing, in conflict with

the terms of this Sublease or that in any way modifies, varies, alters, enlarges or invalidates any of the provisions of this Sublease. No obligation of Sublessor shall be implied in addition to the obligations stated in this Sublease.

G. Compliance with Laws. It is the intent of the parties that all terms of this Sublease and that the relationship between the parties to this Sublease be in full compliance with federal, state and local laws and ordinances and that the relationship between the parties continues until terminated only in compliance with such laws.

H. Entire Agreement. This Sublease is the parties' entire understanding and supersedes all prior agreements, oral and written, with respect to the subject matter of this Sublease, and no party will be bound by any representation, covenant, term, or condition other than as expressly stated in this Sublease. No statements, promise, or representations have been made by any of the parties to any other, and no consideration has been offered, promised, expected or held out other than as is expressly provided herein. This Sublease may not be amended except by written agreement signed by both parties to this Sublease. No handwritten changes to this Sublease shall be enforceable unless such changes are initialed by both parties to this Sublease. This Sublease is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

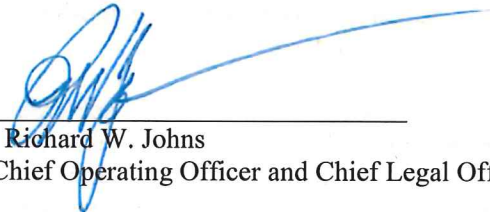
I. Counterparts. This Sublease may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Sublease may be made by facsimile or other electronic transmission. Any such counterpart or signature pages sent by facsimile or other electronic transmission shall be deemed to be written and signed originals for all purposes, and copies of this Sublease containing one or more signature pages that have been delivered by facsimile or other electronic transmission shall constitute enforceable original documents. As used in this Sublease, the term "electronic transmission" means and refers to any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient of the communication, and that may be directly reproduced in paper form by such a recipient through an automated process.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of the Effective Date hereof.

Sublessee:

ALLIANCE HEALTHCARE SERVICES, INC.

By: 
Name: Richard W. Johns
Title: Chief Operating Officer and Chief Legal Officer

Sublessor:

CHUGACH IMAGING JV, LLC

By: 
Name: Richard W. Johns
Title: Secretary

CST Properties, LLC hereby joins in the execution of this Sublease Agreement to evidence its consent to the terms and conditions hereof:

Landlord:

CST PROPERTIES, LLC

By: _____
Name: _____
Title: _____

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is entered into effective as of the 1st day of May , 2016 (the "Effective Date") by and between CHUGACH IMAGING JV, LLC, a Delaware limited liability company ("Sublessor"), and COTTONWOOD CREEK CLINIC, LLC an Alaska limited liability company ("Sublessee").

RECITALS

WHEREAS, Sublessor leases from CST Properties, LLC ("Landlord") the property located at 1751 East Gardner Way, Wasilla, Alaska, pursuant to that certain Lease ("Sublessor's Lease") by and between Landlord and Sublessor entered into as of October 1st, 2015; and

WHEREAS, Sublessor desires to sublease a portion of the leased premises, and Sublessee agrees to sublease a portion of the leased premises, in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sublessor and Sublessee agree as follows:

1. PREMISES

A. Sublessor shall lease to Sublessee, and Sublessee shall lease from Sublessor, pursuant to the terms, covenants, conditions and uses set forth in this Sublease, that certain property, consisting of approximately 406 rentable square feet space located at 1751 East Gardner Way, Wasilla, Alaska (the "Premises") and more particularly described in Exhibit A, which is attached hereto and incorporated herein.

B. Sublessee shall have exclusive use of the Premises during the Term of this Sublease (as defined below) and shall not share the Premises with Sublessor or any other person or entity during the Term of this Sublease.

C. Sublessor represents and warrants that it has all necessary power and authority to enter into this Sublease, Sublessor has obtained all necessary consents from Landlord to enter into this Sublease and that this Sublease will not violate Sublessor's Lease with Landlord.

D. The parties acknowledge that this Sublease shall at all times be subject to and is made upon all of the terms, covenants, and conditions of Sublessor's Lease, with the same force and effect as if fully set forth herein at length, and except as otherwise provided for herein, Sublessee shall keep, observe and perform faithfully all those terms, covenants, and conditions of Sublessor under Sublessor's Lease with respect to the Demised Premises, except the payment of the rent payable by Sublessor to Landlord under the Lease. The execution of this Sublease and Landlord's consent thereto, shall not relieve Sublessor of any of its obligations to the Landlord under the Lease.

2. TERM; TERMINATION

A. Term. Subject to earlier termination as provided in Section 2(B) below, the "Term" of this Sublease shall commence on the Effective Date and shall continue through the end of the current Term of Sublessor's Lease, which shall expire on September 30, 2017.

B. Termination. This Sublease shall automatically terminate without further obligation to Sublessor or Sublessee immediately upon expiration or termination of Sublessor's Lease for any reason. In addition, this Sublease may be terminated by Sublessor upon Sublessee's failure to abide by any of the terms or conditions contained in this Sublease; or (iii) upon Sublessee's filing a voluntary petition in bankruptcy or other similar proceeding.

3. **RENT**

A. Base Rent. Sublessee agrees to pay to Sublessor as "Base Rent" hereunder an amount equal to Five Hundred Sixty Nine and 25/100 Dollars (\$469.25) for each month of the Term (the "Base Rent"), payable in advance on the first day of each and every month during the Term of this Sublease. All sums payable by Sublessee to Sublessor hereunder shall be paid in lawful money of the United States of America, without notice or demand and without deduction, diminution abatement, counterclaim or set off of an amount for any reason whatsoever. All rent amounts due hereunder shall be payable and delivered to Sublessor at c/o Alliance HealthCare Services, Inc., P.O. Box 6600, Newport Beach, CA 92658-6600. If Sublessee shall present Sublessor more than twice during the term hereof checks or drafts not honored by the institution upon which they are issued, then Sublessor may require that future payments of rent and other sums thereafter payable be made my certified or cashier's check. If not sooner paid, such rent shall be delinquent after the fifth (5th) day of each month. Rent for any partial months during the Term of this Sublease shall be prorated in accordance with the number of the days in such month.

B. Utilities. In addition to the amounts set forth above, Sublessee agrees to pay to Sublessor Sublessee's proportionate share for electricity and gas which is equal to Two Hundred Forty Seven and 85/100 Dollars (\$247.85) for each month of the Term (the "Utilities"), payable in advance on the first day of each and every month during the Term of this Sublease.

4. **TAXES**

A. Real Estate Taxes. Landlord shall receive and pay all real estate tax and assessment bills levied against all or any portion of the Premises and all improvements installed by Landlord.

B. Sublessee Personal Property. Sublessee agrees to promptly pay all property taxes and assessments with respect to any of Sublessee's personal property located on or attached to the Premises.

5. **USE OF PREMISES**

A. Use. During the Term of this Sublease, the Premises shall be used by Sublessee solely for office space.

B. Common Areas. Sublessee is hereby granted rights to use and have access to common areas and rights of ingress and egress to the Premises and use of the parking lot during all normal business hours, consistent with the terms and conditions contained in Sublessor's Lease, Exhibit B, which is attached hereto and incorporated herein.

C. Care of Premises. Sublessee shall at all times comply with the terms and conditions contained in Section 13 Care of Premises of Sublessor's Lease.

6. **PREMISES TAKEN 'AS IS'**

Sublessee agrees that the Premises are taken "as is" by Sublessee as of the Effective Date of this Sublease.

7. **OBLIGATIONS OF LESSOR**

Sublessee and Sublessor covenant not to take any action or do or perform any act or fail to perform any act which would result in the failure or breach of any of the covenants, agreements, terms, provisions or conditions of Sublessor's Lease on the part of Sublessor thereunder. Notwithstanding any provision of this Sublease to the contrary, whenever the consent or approval of Sublessor is required for a particular act, event or transaction (i) any such consent or approval by Sublessor shall be subject to the consent or approval of Landlord, and (ii) should Landlord refuse to grant such consent or approval, under all circumstances Sublessor shall be released from any obligation to grant its consent or approval. Sublessor represents and warrants to Sublessee that Sublessor's Lease is in full force and effect, all obligations of both Landlord and Sublessor thereunder have been satisfied and Sublessor has neither given nor received a notice of default pursuant to Sublessor's Lease. Sublessor covenants as follows: (i) not to voluntarily terminate Sublessor's Lease, except as agreed in writing by Sublessor, Sublessee, and Landlord, (ii) not to modify Sublessor's Lease so as to adversely affect Sublessee's rights hereunder, and (iii) to take all actions reasonably necessary to preserve Sublessor's Lease, except as agreed in writing by Sublessor, Sublessee, and Landlord.

8. **ASSIGNMENT AND SUBLETTING**

Sublessee shall not assign, mortgage, encumber, or transfer this Sublease in whole or in part, or sublet the Premises or any part thereof, nor grant a license or concession in connection therewith.

9. **LIENS**

Sublessee shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Lien") to be filed against the Premises, or any part thereof, nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Sublessee. If such Lien shall be filed, Sublessor, at its option, may compel the prosecution of an action for the foreclosure of such Lien by the lienor. If any such Lien shall be filed and an action commenced to foreclose the Lien, Sublessee, upon demand by Sublessor, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the Premises from such lien. Notwithstanding anything to the contrary within this Sublease or applicable law, Sublessor agrees that it shall not have the right to nor shall it lien or retain any of Sublessee's patient records, be they in document or electronic form.

10. **INSURANCE**

Sublessee hereby agrees it will, throughout the Term of this Sublease, at its own cost and expense, maintain public liability insurance covering the Premises for the protection of Sublessor and Sublessee, as their interests may appear, with a limit of liability for property damage and liability for bodily injury or death of one person in an amount not less than \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate, with the Sublessor as an additional insured. In addition to the foregoing, Sublessee throughout the Term hereof shall maintain Workers' Compensation and Employers' Liability Insurance in accordance with the laws of the state in which the Premises are located. Sublessor shall maintain adequate property insurance coverage on the Premises and arrange for or maintain public

liability insurance on all common areas servicing the Premises. At the request of either party, the other party shall supply certificates of insurance evidencing compliance with this Section.

11. **INDEMNIFICATION**

Sublessee hereby agrees to indemnify and hold Sublessor and Landlord harmless from and against any cost, damage, claim, liability or expense incurred by or claimed against Sublessor and Landlord which occurs as a direct result of Sublessee's use or occupancy of the Premises except in cases of the Landlord's or Sublessor's negligence or default of the obligations of either Sublessor or Landlord in accordance with this Sublease.

12. **MISCELLANEOUS**

A. **Successors.** This Sublease shall extend to and be binding upon the successors and assigns of the parties. This provision shall not be construed to permit the assignment of this Sublease.

B. **Waiver.** No waiver by Sublessor of any default by Sublessee shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Sublessor's acceptance of Monthly Base Rent shall not be deemed a waiver as to any preceding default.

C. **Severability.** If any provision or Term of this Sublease shall be invalid or unenforceable, the remainder of this Sublease shall not be affected thereby and each provision or term shall remain valid and in force to the fullest extent permitted by law.

D. **Notices.** Any notices to be given hereunder shall be deemed sufficiently given when in writing and: (a) actually served on the party to be notified; or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

Sublessor:
Chugach Imaging JV, LLC
c/o Alliance HealthCare Services, Inc.
100 Bayview Circle, Suite 400
Newport Beach, California 92660
Attn: General Counsel

Sublessee:
Cottonwood Creek, LLC
1751 E Gardner Way, Suite D
Wasilla, AK 99654
Attn: Richard Blake, PA-C

Such addresses may be changed by either party by written notice as to the new address given as above provided.

E. **Confidentiality.** The parties agree, on behalf of themselves and their respective agents, successors and assigns, not to disclose the terms of this Sublease with any other person, except as may be required by law.

F. **No Violation.** The parties agree that the parties or their respective agents or employees have not made any statement, promise or agreement whatsoever, verbally or in writing, in conflict with

the terms of this Sublease or that in any way modifies, varies, alters, enlarges or invalidates any of the provisions of this Sublease. No obligation of Sublessor shall be implied in addition to the obligations stated in this Sublease.

G. Compliance with Laws. It is the intent of the parties that all terms of this Sublease and that the relationship between the parties to this Sublease be in full compliance with federal, state and local laws and ordinances and that the relationship between the parties continues until terminated only in compliance with such laws.

H. Entire Agreement. This Sublease is the parties' entire understanding and supersedes all prior agreements, oral and written, with respect to the subject matter of this Sublease, and no party will be bound by any representation, covenant, term, or condition other than as expressly stated in this Sublease. No statements, promise, or representations have been made by any of the parties to any other, and no consideration has been offered, promised, expected or held out other than as is expressly provided herein. This Sublease may not be amended except by written agreement signed by both parties to this Sublease. No handwritten changes to this Sublease shall be enforceable unless such changes are initialed by both parties to this Sublease. This Sublease is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

I. Counterparts. This Sublease may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Sublease may be made by facsimile or other electronic transmission. Any such counterpart or signature pages sent by facsimile or other electronic transmission shall be deemed to be written and signed originals for all purposes, and copies of this Sublease containing one or more signature pages that have been delivered by facsimile or other electronic transmission shall constitute enforceable original documents. As used in this Sublease, the term "electronic transmission" means and refers to any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient of the communication, and that may be directly reproduced in paper form by such a recipient through an automated process.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of the Effective Date hereof.

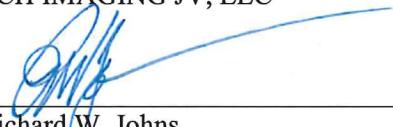
Sublessee:

COTTONWOOD CREEK CLINIC, LLC

By: _____
Name: _____
Title: _____

Sublessor:

CHUGACH IMAGING JV, LLC

By:  _____
Name: Richard W. Johns
Title: Secretary

CST Properties, LLC hereby joins in the execution of this Sublease Agreement to evidence its consent to the terms and conditions hereof:

Landlord:

CST PROPERTIES, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of the Effective Date hereof.

Sublessee:

COTTONWOOD CREEK CLINIC, LLC

By: Name: RICHARD BLAKETitle: Owner**Sublessor:**

CHUGACH IMAGING JV, LLC

By: _____

Name: Richard W. Johns

Title: Secretary

CST Properties, LLC hereby joins in the execution of this Sublease Agreement to evidence its consent to the terms and conditions hereof:

Landlord:

CST PROPERTIES, LLC

By: Name: MARTHA L. KINGAIDTitle: MANAGING MEMBER

Exhibit A
The Premises

Space #1

This is the space adjacent to the reception/lobby area in the front of the building.

Dimensions:	25'8" x 10'0" (257.5 sq. ft.)
Percentage of overall square footage:	3.28%
Rental Share:	\$377.20/month
Utility Share:	
Electric:	\$152.06/month
Gas:	\$12.17/month
<u>Total Monthly Charges:</u>	<u>\$541.43/month</u>

Space #2

This is the small office adjacent to the administrative section located in the rear of the building.

Dimensions:	12'8" x 10'3" (130.7 sq. ft.)
Percentage of overall square footage:	1.67%
Rental Share:	\$192.05/month
Utility Share:	
Electric:	\$77.42/month
Gas:	\$6.20/month
<u>Total Monthly Charges:</u>	<u>\$275.67/month</u>
 <u>Combined Total:</u>	 <u>\$817.10/month</u>

Exhibit B
Sublessor's Lease
(attached)

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (the "Lease") is made this 1st day of October 2015, between CST Properties, LLC ("Lessor") and Chugach Imaging JV, LLC ("Lessee").

1. **PREMISES.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor, those certain premises located at 1751 East Gardner Way, Suites A, B, C, E, and Telecom Room northeast of the City of Wasilla, State of Alaska. Further described as Lot 1B, Block 2, Elsinore Village Subdivision, according to re-filed Plat Number 2004-80, Palmer Recording District, Third Judicial District, State of Alaska. This Premise is comprised of approximately 7827 square feet of office space (the "Premises").

2. **BUSINESS PURPOSE.** The Premises are to be used for the purposes of medical imaging and medical clinic and for no other business or purpose without the written consent of Lessor. Lessor warrants that the Premises are presently zoned so that they may be used for the intended purpose. If Premises is or becomes not zoned for the intended purpose, the Lessee shall have the right to terminate the Lease with a 30-day notice to Lessor. Lessee agrees that the height and location of all buildings, signs, lights and other improvements are in compliance with laws pertaining thereto.

3. **FEDERAL & STATE COMPLIANCE - ODORS AND DEBRIS.** Lessee shall maintain the premises in a clean and professional manner. Business activities shall comply with all State and Federal regulations including applicable Environmental Protection Agency and Alaska Department of Environmental Conservation regulations. Lessee shall not store anything outside of the Premises other than vehicles used for such business. If Lessee is unable to comply, the Lessor shall have the right to terminate said Lease with a 30-day notice.

4. **TERMS.** The term of this Lease shall be for twenty-four (24) months and shall commence on the 1st day of October 2015 (the "Commencement Date"), and end on the 30th day of September 2017 unless sooner terminated as provided elsewhere in this Lease.

(a) **Option to Renew.** So long as Lessee is not in default on this Lease, the Lessor will grant Lessee one (1) option to renew this Lease for an additional one to five year term, with such duration of renewal to be at Lessee's sole discretion. Lessee must notify Lessor in writing not less than ninety (90) days prior to the expiration of the primary term. Rents for the option period are to be based on the then market rents to be agreed upon by both the Lessor and the Lessee but in no case less than the prior term's rental amount.

5. **RENT.** Lessee shall pay to Lessor as rent for the Premises in lawful money of the United States as follows: \$11,500.00 per month. The said monthly rent shall be payable in advance, on the first of each month during the Lease term, to the Lessor payable to: CST Properties, LLC, P.O. Box 2954, Palmer, Alaska 99645 or to such other address as Lessor may from time to time designate upon not less than thirty (30) days prior written notice to Lessee.

(a) A deposit of \$23000.00 was paid with the Binding Letter of Intent on July 21, 2015, as an advanced payment of two month's rent. Upon acceptance of said Lease, this deposit will fulfill the monthly rent requirement for October 2015 and November 2015. Thereafter, all rents will be as previously stated in Section 5. RENT.

6. **LATE CHARGE.** Rent not paid on or before the 10th day of the month is delinquent, and a late fee of five percent (5%) of the amount then due will be due and payable in addition to the rent. If such sum and late charges are not paid in full on or before the eleventh (11th) day of the month, such sum shall commence to bear interest at the rate of twelve percent (12%) per annum until paid in full.

7. **SECURITY DEPOSIT.** No security deposit is required or collected at this time. All terms, agreements and obligations of said Lease remain intact and Lessee's obligations have not been lessened.

8. **UTILITIES.** Lessee agrees to pay gas, electric, telephone, security, janitorial (including north hallway), and minor maintenance (i.e.: replacing/repairing light bulbs/fixtures, sinks, toilets, heating/cooling units, etc.) for the Premises. These services are separately metered and the Lessee will place said utilities in their name throughout the term of the Lease. Lessor agrees to pay for sewer, water, snow removal, landscaping, outdoor lighting and refuse.

(a) **Meter numbers:**

Gas (Enstar):	123371 & 128097
Electric (MEA):	TE16033, TE90200, TE160106, TE160176, TE160183, TE160227.

9. **TAXES AND BUILDING INSURANCE.** Lessor agrees to pay for real estate taxes and building/property insurance. Lessor shall maintain in force during the term of this Lease a policy of insurance issued by a company authorized to engage in the insurance business against damage or destruction by fire and/or perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time the policies are obtained.

10. **ACCIDENTS.** All personal property on the Premises shall be at the risk of Lessee. Lessor or Lessor's agents shall not be liable for any damage, either to person or property, sustained by Lessee or others caused by any defects now in the Premises or hereafter occurring therein, caused by fire or by the bursting or leaking of water, gas, sewer pipes, from any act or neglect of employees or any other persons or due to the happening of any accident from whatsoever cause in and about the Premises. Lessee agrees to defend and hold Lessor and Lessor's agents harmless from any and all claims and damages suffered or alleged to be suffered in or about the Premises by any person, firm or corporation. Notwithstanding the foregoing, Lessor shall and does hereby agree to protect, defend, indemnify and hold Lessee harmless from and against any and all claims from any negligent act or omission on the part of the Lessor or any of its agents, contractors or employees. Lessor further agrees to indemnify the Lessee from and against all costs, expenses, including reasonable attorney's fees, and other liabilities incurred in connection with any such indemnified claim or action or proceeding brought thereon.

11. **LIABILITY INSURANCE.** Lessee shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Lessor and insuring Lessee and Lessor against any liability, including, without limitation, damages to other portions of the building arising out of the ownership, use, occupancy or maintenance of the leased Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000.00). Such policy shall name Lessor

and Lessor's agent as additional insured and shall provide that they may not be cancelled without ten day's prior written notice to Lessor. Lessor shall be furnished with a certificate evidencing issuance of such policy of liability insurance and such policy may not be canceled without thirty (30) days prior written notice to Lessor. If Lessee shall fail to maintain said insurance, Lessor may, but shall not be required, procure and maintain the same at the expense of Lessee.

12. WAIVER OF SUBROGATION. Each of Lessee and Lessor waives any and all rights of recovery against the other or against the officers, employees, agent and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, for such loss or damages insured against under any insurance policy in force at the time of such loss or damage.

13. CARE OF PREMISES. Lessor shall make major repairs to the premises unless damage is caused by the Lessee's negligence. Lessor shall make all such repairs without, to the extent practicable, materially interfering with the conduct of Lessee's business. Lessor shall be responsible for any repairs necessitated by the acts or negligence of Lessor, its agents, employees or contractors. The Premises shall at all times be kept and used in accordance with the laws of the State of Alaska and in accordance with all directions, rules and regulations of the health office, fire marshal, building inspector or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of Lessee; and Lessee will permit no waste, damage or injury to the Premises and at Lessee's own cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes so they will not freeze or become clogged and will also repair all damages caused by leaks or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on the Premises.

14. USE. Lessee shall conduct and carry on in the Premises, continuously during each and every business day of the term hereof, the business for which the Premises are leased and shall not use the Premises for illegal purposes. Lessor will not lease space at 1751 East Gardner Way to any like-kind business.

15. LIENS AND INSOLVENCY. Lessee shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, the Lessor may cancel this Lease, at Lessor's option.

16. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity, without prior written approval from the Lessor. Although assignment of the Lease will not be unreasonable withheld, it is clearly understood that Lessee will remain liable for the full term of the Lease. As used herein, the term "Assignment" includes, without limitation, transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Lessee is a partnership, transfers of stock by stockholders if Lessee is a corporation, unless such transfers result from the trading of shares listed on a recognized public stock exchange, and any assignment in connection with any corporate merger or consolidation.

17. ACCESS. Lessee will allow Lessor or Lessor's agents free access by appointment to the Premises for the purpose of inspection or of making repairs, additions, or alterations to the Premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of Lessor to make any repairs, all of such repairs to be made by Lessee as aforesaid. Lessor shall have the right to place and maintain "For

Rent" signs in a conspicuous place on the Premises for sixty (60) days prior to the expiration of this Lease.

18. **POSSESSION.** In the event of the inability of Lessor to deliver possession of the Premises or any portion thereof at the Commencement Date, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended; but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession. Notwithstanding the foregoing, in the event possession of the Premises is not delivered to Lessee within sixty (60) days of the Commencement Date, the Lessee shall have the right, but not the obligation, to terminate this Lease and neither party shall have any further liability or obligation to the other hereunder. If Lessor shall deliver possession of the Premises to Lessee prior to the Commencement Date and Lessee agrees to accept the same at such time, both Lessor and Lessee shall be bound by all of the provisions and obligations hereunder during such prior period.

(a) It is mutually understood between Lessor and Lessee that two rooms (Nuclear Medicine Room and the PET Room) would be restricted from use until such time that the Federal Nuclear Regulatory Commission (NRC) provides clearance. The anticipated date for approval is the end of November 2015. All tenant improvements may proceed except in those two rooms which must remain undisturbed until the NRC sign off is received. In the event that NRC disapproves, the rents will be reduced by the square footage @ \$1.50 per square foot of those two rooms until such time of NRC approval and Lessees' free access to those two rooms. This does not hinder the possession of said Premises.

19. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Lessor and Lessee at the addresses set forth below, or to such other respective addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

The addresses are as follows:

LESSOR: CST Properties, LLC
P.O. Box 2954
Palmer, AK 99645

LESSEE: Chugach Imaging JV, LLC
4100 Lake Otis Parkway, Suite 102
Anchorage, AK 99508

20. **SIGNS.** Any signs placed on the Premises shall be of the same "Duranodic" color, similar in size, a different font will be acceptable and with the prior written approval of Lessor and shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Lessee, the Lessor may have same removed at Lessee's expense.

21. **ALTERATIONS.** Lessee shall not make any alterations, additions, or improvements in the Premises without having obtained the written consent of Lessor, and all alterations, additions and improvements which shall be made at the sole cost and expense of

Lessee and shall become the property of Lessor and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation or injury. If Lessee shall perform work with the consent of Lessor as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. Lessee further agrees to save Lessor free and harmless from damage, loss or expense arising out of said work. Qualified craftsmen shall perform all work in a professional manner, applicable to that particular trade. Lessee will provide to Lessor any professional drawings/schematics of tenant improvements or as-builts of existing tenant improvements with no cost to Lessor. Any items that are Lessee specific (i.e. MRI, CT, x-ray, etc. and specialized associated equipment, etc.) shall remain the property of Lessee.

22. DEFAULT AND RE-ENTRY. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due or if either party shall violate or default on any of the covenants and agreements herein contained, and Lessee does not cure such violation or default within thirty (30) days after written notice from Lessor to Lessee of such violation or default, then Lessor may cancel this Lease upon giving the notice required by law and re-enter the Premises; but, notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and re-letting of the Premises at a lesser rental than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

23. COSTS AND ATTORNEY'S FEES. If by reason of any default on the part of Lessee it becomes necessary for Lessor to employ an attorney, or in case Lessor shall bring suit to recover any rent due hereunder or for breach of any provision of the Lease or to recover possession of the Premises, or if Lessor shall bring action for any relief against Lessee, declaratory or otherwise, arising out of this Lease, and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fee and all costs and expenses expended or incurred by Lessor in connection with such default or action.

24. ACCEPTANCE OF PREMISES. Lessee hereby accepts the leased Premises "as is" on October 5, 2015 and in their present condition and subject to all applicable zoning, municipal, borough, county and state laws, ordinances and regulations governing and regulating the use of the Premises and accepts this Lease subject thereto and all matters disclosed thereby and by any exhibits attached thereto. Except as provided in Section 2 and Section 18(a) of this Lease, Lessee acknowledges that neither Lessor nor Lessor's agents have made any representations or warranty as the suitability of the Premises for the conduct of Lessee's business.

25. NON-WAIVER OF BREACH. The failure of any party to insist on strict performance of any covenant or condition hereof or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.

26. REMOVAL OF PROPERTY. In the event of any entry in or taking possession of the Premises as aforesaid, Lessor shall have the right, but not the obligation, to remove from the Premises all personal property located therein, including without limitation inventory, and may store the same in any place selected by Lessor, including but not limited to public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it as been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, third to the payment of any other sums of money which may then be

due from Lessee to Lessor under any of the terms hereof and the balance, if any, to be paid to Lessee. It is understood that any medical treatment equipment or confidential medical records are exempt from removal.

27. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon their heirs, legal representatives, successors and assigns or either of both of the parties hereto.

28. HOLDING OVER. If Lessee, with Lessor's written consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Lessee, but all options and rights of first refusal, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

29. FIRE AND OTHER CASUALTY. In the event the Premises is damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with Lessor to rebuild or repair the same; and after the happening of any such contingency, Lessee shall give Lessor or Lessor's agents immediate written notice thereof. Lessor shall have not more than thirty (30) days after the date of such notification to notify Lessee in writing of Lessor's intentions to rebuild or repair the Premises, or shall prosecute the work of such rebuilding or repairing without unnecessary delay, and during such period the rent of the Premises shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this Lease terminated by written notice served upon Lessor or Lessor's agents. In the event the building in which the Premises hereby lease are located shall be destroyed or damaged by fire, earthquake or other casualty (even though the Premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to rebuild or repair, then it shall be optional with Lessor to terminate this Lease by written notice served on Lessee within thirty (30) days after destruction or damage.

30. CONDEMNATION. It is understood and agreed that if the whole or any part of the Premises shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Lessor and those authorized to exercise such right (all of which shall hereafter be considered condemnation), then, upon the passing of title of the Premises or any part thereof to the condemner, this Lease shall become null and void and the term herein granted shall cease and terminate, anything herein to the contrary notwithstanding.

31. SURRENDER. Lessee agrees, on the last day of the term or earlier termination of this Lease, to surrender the Premises to Lessor in as good condition and repair as they are upon occupancy, except for the reasonable use, wear and tear thereof. A visual and written inspection list will be conducted with Lessor and Lessee on initial occupancy and upon termination of Lease.

32. SALE OF PREMISES BY LESSOR. In the event of any sale of the Premises by Lessor, Lessor shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties of their successors in interest or between the parties any such purchase, to have assumed

and agreed to carry out any and all of the covenants and obligations of Lessor under this Lease. The security deposit, if any, will be transferred to the new owner at closing.

33. FORUM SELECTION. This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Palmer, Alaska. Lessee agrees specifically the venue and jurisdiction in that court is proper, and further agree to submit themselves to the jurisdiction of that court. Lessee shall not claim that said forum is an inconvenient forum.

34. ENTIRE AGREEMENT. This Lease sets for the entire understanding and agreement of Lessor and Lessee with respect to the Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

35. JOINT AND SEVERAL LIABILITY. The parties to this Lease, including, if any, the subsequent corporation to be formed by the Lessee shall all be jointly and severally liable to the Lessor for the performance and other obligations required under the terms of this Lease.

36. RECORDING. Lessee shall not record this Lease without the prior written consent of Lessor. However, upon request of either party, both parties shall execute a memorandum or "short form" of the Lease for purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

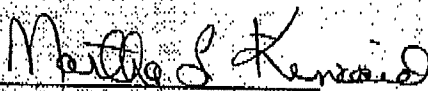
Lessor and Lessee have carefully read and reviewed this Lease and each term and provision contained herein and, by execution of this Lease, shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Lease is executed, the terms of this Lease are commercially reasonable and effectuate the intent and purpose of Lessor and Lessee with respect to the Premises.

Executed on the 5th day of OCTOBER 2015 Executed on the 2nd day of October, 2015

LESSOR:

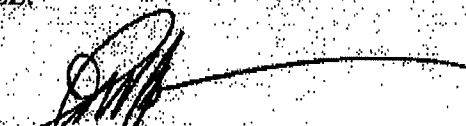
LESSEE:

By:



Martha L. Kincaid
Managing Member
CST Properties, LLC

By:



Richard W. Johns
General Counsel and Secretary
Chugach Imaging JV, LLC

STATE OF ALASKA)

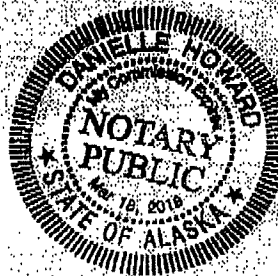
THIRD JUDICIAL DISTRICT)

This is to Certify, that on the 5th day of October, 2015, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared **MARTHA L. KINCAID**, Managing Member of **CST Properties, LLC**, and known to me to be a member or designated agent of the Limited Liability Company that executed the Commercial Lease Agreement and acknowledged the Lease to be the free and voluntary act and deed of the Limited Liability Company, purposed therein mentioned, and on oath stated that she is authorized to execute this Lease and fact executed this Lease on behalf of the Limited Liability Company.

Danielle Howard

NOTARY PUBLIC in and for Alaska

My Commission Expires: 3-18-19



STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

This is to Certify, that on the _____ day of _____, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared _____, and known to me to be a official or designated agent of the **Alliance HealthCare Services Corporation** that executed the Commercial Lease Agreement and acknowledged the Lease to be the free and voluntary act and deed of the Corporation, purposed therein mentioned, and on oath stated that he/she is authorized to execute this Lease and fact executed this Lease on behalf of the Corporation.

NOTARY PUBLIC in and for Alaska

My Commission Expires: _____

California All-Purpose Acknowledgment

State of California

County of Orange

S.S.

On 10.2.15 before me S. F. Van Uffelen a Notary Public

Name of Notary Public, Title

personally appeared Richard W. Johns

Name of Signer (1)

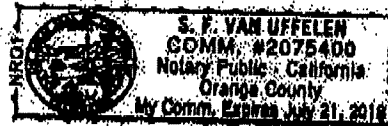
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. F. Van Uffelen
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other:

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO: OWNER PROJECT: Chugach Imaging LLC JV

Diagnostic Health Alaska
4100 Lake Otis Pkwy Suite 102
Anchorage, Alaska 99508
Wasilla, Alaska

FROM GENERAL CONTRACTOR:

K-C Corporation

2964 Commercial Drive

Anchorage, Alaska 99501

CONTRACT FOR: Equipment Installation Bogard Professional Plaza Wasilla

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CONTRACT DATE: 11/12/2015

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which Previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 288,233.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 288,233.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 70,766.00

RETAINAGE:

- a. % of Completed Work (Column D + E on G703) \$
- b. % of Stored Material (Column F on G703) \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 70,766
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0
8. CURRENT PAYMENT DUE \$ 70,766
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 217,467

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

SUBCONTRACTOR: K-C Corporation General Contractors

By: *[Signature]* Date: 12-3-2015

State of: Alaska County of: *[Signature]*

Subscribed and sworn to before me this day of *[Signature]*

Notary Public: *[Signature]*

My Commission expires: 5-18-19

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Billing Number 1

Diagnostic Health Alaska - Wasilla

KC Job NO. 7517

Schedule of values

Diagnostic Health Alaska - Wasilla														
KC Job NO. 7517														
Schedule of values														
A		B			C1		C2		D	E	F	G	H	
Activity ID	Activity Description	Area of work	MRI & CT Scheduled value	X-ray & Office Scheduled value	Work completed previous	Work completed this period	Materials stored (not in D or E)	Total complete & stored to date	%	Balance to finish (C-G)		Retainage		
01-310	Mobilize	Base Bid	\$ 520	\$ 520	\$ 520	\$ 520		\$ 520	50%	\$ 520	\$ 520			
01-311	Site Superintendent	Base Bid	\$ 1,721	\$ 1,721		\$ 1,721		\$ 1,721	50%	\$ 1,721	\$ 1,721			
01-312	Project Meetings	Base Bid	\$ 172	\$ 172		\$ 172		\$ 172	50%	\$ 172	\$ 172			
01-530	Temp Construction	Base Bid	\$ 744	\$ 744		\$ -		\$ -	0%	\$ 1,488	\$ 1,488			
01-610	Expedite & Material Handling	Base Bid	\$ 1,104	\$ 1,104		\$ 1,104		\$ 1,104	50%	\$ 1,104	\$ 1,104			
01-740	Daily Cleanup	Base Bid	\$ 739	\$ 739		\$ 739		\$ 739	50%	\$ 739	\$ 739			
01-750	Final Cleanup	Base Bid	\$ 370	\$ 370		\$ -		\$ -	0%	\$ 740	\$ 740			
02-220	Demolition - prep for MR pretest	Base Bid	\$ 1,150	\$ -		\$ 650		\$ 650	57%	\$ 500	\$ 500			
02-221	Winter Protection	Base Bid	\$ 1,814	\$ -		\$ -		\$ -	0%	\$ 1,814	\$ 1,814			
02-222	Remove Wall Plug	Base Bid	\$ 936	\$ -		\$ -		\$ -	0%	\$ 936	\$ 936			
02-223	Assist magnet move into bldg	Base Bid	\$ 730	\$ 365		\$ -		\$ -	0%	\$ 1,095	\$ 1,095			
06-110	Reinstall Wall Plug	Base Bid	\$ 462	\$ -		\$ -		\$ -	0%	\$ 462	\$ 462			
06-220	Reinstall cabinets and cttp	Base Bid	\$ 265	\$ -		\$ -		\$ -	0%	\$ 265	\$ 265			
06-410	Interior Arch Woodwork	Base Bid	\$ 322	\$ 7,129		\$ 5,000		\$ 5,000	67%	\$ 2,451	\$ 2,451			
07-210	Thermal Insulation & Vapor Barrier	Base Bid	\$ 482	\$ -		\$ -		\$ -	0%	\$ 482	\$ 482			
07-510	Build-Up Roofing Patch	Base Bid	\$ 420	\$ -		\$ -		\$ -	0%	\$ 420	\$ 420			
07-920	Sealants	Base Bid	\$ 382	\$ -		\$ -		\$ -	0%	\$ 382	\$ 382			
09-110	Metal Studs Framing	Base Bid	\$ 698	\$ 698		\$ 698		\$ 698	50%	\$ 698	\$ 698			
09-250	Gypsum Board Hang	Base Bid	\$ 578	\$ 578		\$ 578		\$ 578	50%	\$ 578	\$ 578			
09-510	Acoustic Ceilings	Base Bid	\$ 841	\$ 841		\$ -		\$ -	0%	\$ 1,682	\$ 1,682			
09-650	VCT & Sheet Flooring	Base Bid	\$ 798	\$ 1,800		\$ -		\$ -	0%	\$ 2,598	\$ 2,598			
09-900	Interior Tape & Paint	Base Bid	\$ 1,878	\$ 8,870		\$ -		\$ -	0%	\$ 10,748	\$ 10,748			
09-910	Exterior Paint	Base Bid	\$ 775	\$ -		\$ -		\$ -	0%	\$ 775	\$ 775			
13-090	Radio Frequency Testing	Base Bid	\$ 30,360	\$ -		\$ -		\$ -	0%	\$ 30,360	\$ 30,360			
15-010	Mechanical Engineering	Base Bid	\$ 5,670	\$ -		\$ 4,366		\$ 4,366	77%	\$ 1,304	\$ 1,304			
15-050	Mechanical General Conditions	Base Bid	\$ 7,459	\$ 2,400		\$ 2,366		\$ 2,366	24%	\$ 7,493	\$ 7,493			
15-500	HVAC Equipment	Base Bid	\$ 46,511	\$ -		\$ 4,264		\$ 4,264	9%	\$ 42,247	\$ 42,247			
15-510	Quench Vent	Base Bid	\$ 10,746	\$ -		\$ 2,901		\$ 2,901	27%	\$ 7,845	\$ 7,845			
15-011	Controls	Base Bid	\$ 7,500	\$ -		\$ -		\$ -	0%	\$ 7,500	\$ 7,500			
15-021	Piping	Base Bid	\$ 22,200	\$ -		\$ -		\$ -	0%	\$ 22,200	\$ 22,200			
15-071	Test and Balance	Base Bid	\$ 4,434	\$ -		\$ -		\$ -	0%	\$ 4,434	\$ 4,434			
15-081	Mechanical Insulation	Base Bid	\$ 2,580	\$ -		\$ -		\$ -	0%	\$ 2,580	\$ 2,580			
15-121	Set OFCI equipment	Base Bid	\$ 1,800	\$ -		\$ -		\$ -	0%	\$ 1,800	\$ 1,800			
16-001	MRI & CT Electrical	Base Bid	\$ 82,200	\$ -		\$ 41,565		\$ 41,565	51%	\$ 40,635	\$ 40,635			
16-003	X-Ray & Office Electrical	Base Bid	\$ -	\$ 20,820		\$ 4,122		\$ 4,122	20%	\$ 16,698	\$ 16,698			
	Grand totals		\$ 239,361	\$ 48,872	\$ -	\$ 70,766	\$ -	\$ 70,766	25%	\$ 217,467	\$ 217,467	\$ -	\$ -	
Net billing this period										\$ 70,766		this billing		\$ 70,766

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO: OWNER

Diagnostic Health Alaska
4100 Lake Otis Pkwy Suite 102
Anchorage, Alaska 99508

PROJECT:

Chugach Imaging LLC JV
1751 E. Gardner Way
Wasilla, Alaska

FROM GENERAL CONTRACTOR:

K-C Corporation
2964 Commercial Drive
Anchorage, Alaska 99501

APPLICATION NO: 1

PERIOD TO: 12/1/2015

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACT FOR: Equipment Installation Bogard Professional Plaza Wasilla

CONTRACT DATE: 11/12/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 288,233.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 288,233.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 185,383.00

5. RETAINAGE:

- a. % of Completed Work (Column D + E on G703) \$
- b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 0
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 70,766
8. CURRENT PAYMENT DUE \$ 114,617
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 102,850

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Billing Number 1

Diagnostic Health Alaska - Wasilla

KC Job NO. 7517

Schedule of values

Application No. 2										Application Date 12/24/2015	
A	B	C1	C2	D	E	F	G	H	I		
Activity ID	Activity Description	MRI & CT Scheduled value	X-ray & Office Scheduled value	Work completed previous	Work completed this period	Materials stored (not in D or E)	Total complete & stored to date	Balance to finish (C-G)	Retainage		
01-310	Mobilize	\$ 520	\$ 520	\$ 520	\$ 520		\$ 1,040	100%	\$ -		
01-311	Site Superintendent	\$ 1,721	\$ 1,721	\$ 1,721	\$ 1,500		\$ 3,221	94%	\$ 221		
01-312	Project Meetings	\$ 172	\$ 172	\$ 172	\$ 172		\$ 344	100%	\$ (0)		
01-530	Temp Construction	\$ 744	\$ 744		\$ 744		\$ 744	50%	\$ 744		
01-610	Expedite & Material Handling	\$ 1,104	\$ 1,104	\$ 1,104	\$ 500		\$ 1,604	73%	\$ 604		
01-740	Daily Cleanup	\$ 739	\$ 739	\$ 739	\$ 500		\$ 1,239	84%	\$ 239		
01-750	Final Cleanup	\$ 370	\$ 370		\$ -		\$ -	0%	\$ 740		
02-220	Demolition - prep for MR pretest	\$ 1,150	\$ -	\$ 650	\$ 500		\$ 1,150	100%	\$ -		
02-221	Winter Protection	\$ 1,814	\$ -		\$ 1,500		\$ 1,500	83%	\$ 314		
02-222	Remove Wall Plug	\$ 936	\$ -		\$ 936		\$ 936	100%	\$ -		
02-223	Assist magnet move into bldg	\$ 730	\$ 365		\$ 1,095		\$ 1,095	100%	\$ (0)		
06-110	Reinstall Wall Plug	\$ 462	\$ -		\$ 462		\$ 462	100%	\$ -		
06-220	Reinstall cabinets and clip	\$ 265	\$ -		\$ -		\$ -	0%	\$ 265		
06-410	Interior Arch Woodwork	\$ 322	\$ 7,129	\$ 5,000	\$ 2,129		\$ 7,129	96%	\$ 322		
07-210	Thermal Insulation & Vapor Barrier	\$ 482	\$ -		\$ -		\$ -	0%	\$ 482		
07-510	Build-Up Roofing Patch	\$ 420	\$ -		\$ -		\$ -	0%	\$ 420		
07-920	Sealants	\$ 382	\$ -		\$ -		\$ -	0%	\$ 382		
09-110	Metal Studs Framing	\$ 698	\$ 698	\$ 698	\$ 698		\$ 1,396	100%	\$ 0		
09-250	Gypsum Board Hang	\$ 578	\$ 578	\$ 578	\$ -		\$ 578	50%	\$ 578		
09-510	Acoustic Ceilings	\$ 841	\$ 841		\$ -		\$ -	0%	\$ 1,682		
09-650	VCT & Sheet Flooring	\$ 798	\$ 1,800		\$ 2,598		\$ 2,598	100%	\$ -		
09-900	Interior Tape & Paint	\$ 1,878	\$ 8,870		\$ 8,870		\$ 8,870	83%	\$ 1,878		
09-910	Exterior Paint	\$ 775	\$ -		\$ -		\$ -	0%	\$ 775		
13-090	Radio Frequency Testing	\$ 30,360	\$ -		\$ 12,144		\$ 12,144	40%	\$ 18,216		
15-010	Mechanical Engineering	\$ 5,670	\$ -	\$ 4,366	\$ 1,304		\$ 5,670	100%	\$ -		
15-050	Mechanical General Conditions	\$ 7,459	\$ 2,400	\$ 2,366	\$ 2,760		\$ 5,126	52%	\$ 4,733		
15-500	HVAC Equipment	\$ 46,511	\$ -	\$ 4,264	\$ 30,619		\$ 34,883	75%	\$ 11,628		
15-510	Quench Vent	\$ 10,746	\$ -	\$ 2,901	\$ 7,845		\$ 10,746	100%	\$ -		
15-011	Controls	\$ 7,500	\$ -		\$ -		\$ -	0%	\$ 7,500		
15-021	Piping	\$ 22,200	\$ -		\$ -		\$ -	0%	\$ 22,200		
15-071	Test and Balance	\$ 4,434	\$ -		\$ -		\$ -	0%	\$ 4,434		
15-081	Mechanical Insulation	\$ 2,580	\$ -		\$ -		\$ -	0%	\$ 2,580		
15-121	Set OFCI equipment	\$ 1,800	\$ -		\$ 1,800		\$ 1,800	100%	\$ -		
16-001	MRI & CT Electrical	\$ 82,200	\$ -	\$ 41,565	\$ 27,051		\$ 68,616	86%	\$ 13,584		
16-003	X-Ray & Office Electrical	\$ -	\$ 20,820	\$ 4,122	\$ 8,370		\$ 12,492	60%	\$ 8,328		
Grand totals		\$ 239,361	\$ 48,872	\$ 70,766	\$ 114,617	\$ -	\$ 185,383	64%	\$ 102,850	\$ -	
Net billing this period										this billing	\$ 114,617

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO: OWNER

PROJECT:

Diagnostic Health Alaska
4100 Lake Otis Pkwy Suite 102
Anchorage, Alaska 99508

Chugach Imaging LLC JV
1751 E. Gardner Way
Wasilla, Alaska

FROM GENERAL CONTRACTOR:

K-C Corporation

2964 Commercial Drive
Anchorage, Alaska 99501

CONTRACT FOR: Equipment Installation Bogard Professional Plaza Wasilla

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CONTRACT DATE: 11/12/2015

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 288,233.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 288,233.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 286,504.00

5. RETAINAGE:
a. % of Completed Work (Column D + E on G703) \$
b. % of Stored Material (Column F on G703) \$
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 286,504

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 185,383

8. CURRENT PAYMENT DUE \$ 101,121

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,729

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

SUBCONTRACTOR: K-C Corporation General Contractors

By: *[Signature]* Date: 2-4-2016

State of: Alaska County of: Matanuska-Sitka

Subscribed and sworn to before me this 4th day of February 2016

Notary Public: *[Signature]*

My Commission expires: 5-18-19

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Billing Number 3

Diagnostic Health Alaska - Wasilla

KC Job NO. 7517

Schedule of values

										Application No. 3	
										Application Date 2/4/2016	