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June 11, 2020

Alexandria Hicks, Coordinator
Certificate of Need Program
Alaska Department of Health & Social Services
3601 C Street, Suite 978
Anchorage, Alaska 99503

Re: Request for Determination by Alaska Imaging Associates, LLC

Dear Alexandria:

Our firm represents Alaska Imaging Associates, LLC ("AIA"), an Alaska limited liability company, with respect to its general business matters. AIA provides diagnostic radiology services and plans to purchase the assets of an existing independent diagnostic testing facility ("IDTF") located at 2110 East Northern Lights Boulevard, Anchorage, Alaska, which is currently owned and operated by Cable & McCormick, APC d/b/a as Diagnostic Imaging of Alaska ("DIA"). As set forth below, AIA's total expenditures on this project amount to \$1,230,229.20. On behalf of AIA, we request a determination under 7 AAC 07.031 that the proposed project is exempt from the certificate of need requirements set forth in AS 18.07 and 7 AAC 07 because the expenditures at issue, as summarized below, do not exceed the \$1.5 million threshold under AS 18.07.031.

AIA currently functions as an office of physicians and provides diagnostic imaging services under contracts with hospitals and other health care facilities. AIA plans to purchase the assets of DIA which are currently used in operating the existing IDTF and to enter a new lease for the office space out of which the IDTF currently operates. Upon closing the purchase and sale transaction ("Closing"), AIA will operate the existing IDTF and register as an IDTF with Medicaid. Closing is anticipated to occur on or before July 15, 2020. After Closing, the current owners of DIA, physicians John McCormick and Howard Cable, do not intend to open a new IDTF but rather to contract with AIA to continue providing services at the existing IDTF until such time as they elect to retire.

Applicable Legal Standards. The Alaska Statute that sets the \$1.5 million expenditure threshold defines "expenditure" as including the purchase of equipment required for the health care facility and the net present value of a lease for space occupied by the equipment and the health care facility. "Expenditure" does not include costs associated with routine maintenance and replacement of equipment at an existing health care facility. AS 18.07.031(e).

The net present value of a lease is defined as the total lease payments over the term of the lease. 7 AAC 07.010(a)(8). The applicable regulations define “equipment” as “an installed device or system of devices necessary for the safe, functional and medically appropriate operation of the facility, including medical equipment, utilities, generators, boilers, furnaces, heating systems, sprinkler systems, air conditioning systems, ventilations systems, security systems, walk-in refrigeration units, vaults, and other elevators.” 7 AAC 07.900(16)(A). Equipment does not include “optional design features, furnishings, or decor choices that do not add to the minimum necessary for the safe, functional, and medically appropriate operation of the facility.” 7 AAC 07.900(16)(B). The lease and equipment costs associated with this project are summarized and further documented below:

CON Project Cost Summary	
Net Present Value of Lease	\$ 510,608.60
Equipment Purchase	\$ 710,620.61
Total:	\$1,230,229.21

Net Present Value of Lease. AIA has negotiated a lease with AII Holdings, LLC, for 8,419 square feet of floor area located at 2110 E. Northern Lights Boulevard, Alaska 99508 (the “Leased Space”), which currently houses DIA’s existing IDTF. The lease execution is contingent on the Closing of this purchase and sale transaction, and the lease term will commence upon Closing. A copy of the negotiated lease is attached as Exhibit A. The total lease payments over the term of the lease are as follows: security deposit in the amount of \$15,575.00; 24 monthly installments of base rent in the amount of \$15,575.00 for a total of \$373,800.00, and 24 monthly installments additional rent for common area maintenance in the amount of \$5,051.40 for a total of \$121,233.60. Based on the sum of the above payments, the net present value of the lease for the 8,419 square feet space is \$510,608.60. No expenditures for remodeling or leasehold improvements are required to commence AIA’s operations of the existing IDTF.

Purchase of Equipment. As part of this project, AIA is purchasing the following equipment from DIA or GE HFS, LLC, as applicable: MRI, CT, C-Arm, Ultrasound, X-Ray, MRI Coils, and CT Injector. All of the equipment is currently in use by DIA at the existing IDTF and is located in the Leased Space. Each piece of equipment’s value is documented below.

The MRI is a GS Signa MR 1.5 High Speed, which is currently leased by DIA from GE HFS, LLC, with an option to purchase. The lease termination and purchase price is \$201,499.25. Copies of the Lease and the Lease Termination with Asset Purchase are attached as Exhibit B.

The CT 540 was purchased by DIA from GE Healthcare (“GE”) in 2018 for the total cost of \$207,000. A copy of the GE quote is attached. The CT 540 has arguably depreciated but for purposes of this request for determination we have used the full 2018 purchase price. A copy of the GE Healthcare quote dated November 28, 2018 is attached as Exhibit C.

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The C-Arm is an OEC 9900 Elite Digital Mobile Super C-Arm currently leased by DIA from GE HFS, LLC, with an option to purchase. The lease termination and purchase price is \$112,101.16. A copy of the Lease Termination with Asset Purchase is attached as Exhibit D.

The Ultrasound is a GE Logiq E9 currently leased by DIA from GE HFS, LLC, with an option to purchase. The lease termination and purchase price is \$139,607.20. A copy of the Lease Termination with Asset Purchase is attached as Exhibit E.

The X-Ray is a Quantum Medical Imaging Model REF Q6-40G (2013). DIA purchased the X-Ray for \$25,000.00 from Denali Orthopedic Surgery. The X-Ray has continued to depreciate but for purposes of this request for determination we have used the full purchase price. A copy of the bill of sale from Denali Orthopedic Surgery dated September 14, 2018 is attached as Exhibit F.

In addition, AIA is purchasing from DIA the following additional equipment: MRI Coils which DIA purchased for \$18,963.00, and a CT Injector which DIA purchased for \$15,450.00. Copies of the invoiced for the MRI Coils and CT Injector are attached as Exhibit G.

The total cost of the equipment for this project amounts to \$719,620.61. The sum of the net present value of the lease and equipment purchases associated with this project is \$1,230,229.20.

Conclusion. As set forth above, AIA intends to purchase the assets of an existing IDTF currently operated by DIA. Based on documented values of the lease and equipment provided herein, we respectfully request a determination that a CON is not required for this project because total expenditures for the project do not exceed the \$1.5 million statutory threshold under AS 18.07.031.

We appreciate your attention and time in addressing AIA's request for determination. Please contact me at the phone number or email address listed above if you need any additional information or documentation with respect to this request for determination.

Very truly yours,

DURRELL LAW GROUP, P.C.



Heidi H. Borson

Exhibits A - G

cc: Client

Exhibit A

Lease

BUILDING LEASE

1. **PARTIES.** This Building Lease (this "Lease") is entered into by and between **All Holdings LLC**, an Alaska limited liability company ("Landlord, and **Alaska Imaging Associates, LLC**, an Alaska limited liability company ("Tenant"), as of the date last signed below.

2. **PREMISES.** Landlord leases to Tenant, and Tenant leases from Landlord, the premises containing approximately **8,419** square feet of floor area as set forth on **Exhibit A** attached hereto and incorporated herein by reference (the "Premises"), located at **2110 E Northern Lights Boulevard, Anchorage, Alaska 99508** (The "Building"). The Premises includes the furniture, fixtures and equipment and the rights for use of real estate as described below. The Premises are located in the Anchorage Recording District, Third Judicial District, State of Alaska, and are located on the real property described in **Exhibit A** (the Premises and real property shall be referred to jointly as the "Property").

3. **TERM.** The Lease term shall commence on **July ____, 2020** ("Lease Commencement Date"), and shall continue for two (2) years thereafter, expiring on July ____, 2022, unless sooner terminated pursuant to any provision of this Lease. Any extension of the Lease term must be negotiated by the parties and documented in a written agreement.

4. **RENT.**

4.1 **Commencement of Rent.** The rent payments under this Lease shall commence July 1, 2020 ("Rent Commencement Date"). The rent payments shall be payable in advance, on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be a pro rata portion of the monthly installment. Rent shall be payable, without notice or demand and without deduction, offset or abatement, to Landlord at the address stated in **Section 4.6** or to such other persons or at such other places as Landlord may designate in writing.

4.2 **Minimum Rent.** Tenant shall pay to Landlord during the Initial Term as Minimum Rent for the Premises monthly installments as follows:

a) Fifteen Thousand Five Hundred Seventy Five Dollars (**\$15,575.00**) for each month during the term of this Lease (24-months), which is a per square foot rate of \$1.85.

Simultaneously with the execution of this Lease, Tenant shall pay its first month's rent in the amount of \$15,575.00 and first month Additional Rent (Section 4.3) payment of \$5,051.40 to Landlord, in addition to the Security Deposit set forth in Section 4.4.

4.3 **Additional Rent.** Effective on the Rent Commencement Date, Tenant shall pay as additional rent over the Minimum Rents specified in **Section 4.2** its pro rata share of Landlord's costs and expenses related to the common area maintenance and operating costs of the Building (hereinafter "CAM"). Tenant's proportionate share shall be derived as a percentage by dividing the gross square footage of the Premises (8,419 square feet) by the gross square footage of the Building (8,419 square feet) or 100%.

CAM shall include, without limitation, but not limited to, all costs of any kind as incurred by Landlord in insuring, operating, cleaning, equipping, protecting, lighting, repairing, heating, air-conditioning, managing and maintaining the Building and common areas of the Property. The costs shall include real estate taxes applicable to the Property and improvements, common area electricity, refuse (except medical waste will be Tenant's responsibility), water and sewer, snow shoveling including ice melt, snow plowing, snow removal, parking lot sweeping/maintenance, window washing, landscape care services, supplies, management fees, maintenance and repair of roofs, heating/air conditioning units,

sidewalks and paving, premiums for public liability and property damage insurance, premiums for fire and extended coverage insurance and such other kinds of insurance as may be carried by Landlord from time to time, except insurance against loss of rents and earthquake coverage. CAM shall exclude, brokerage commissions, property management fees, capital expenditures for major repairs or replacement of the roof, parking, structural elements, or the utility systems, including but not limited to replacement of the HVAC system.

Landlord shall prepare a budget for CAM annually making estimates using the actual CAM of the previous year (beginning in the second lease year) and adjusting for anticipated increases/decreases. Tenant's pro rata share, once estimated for the ensuing year, shall be paid in twelve (12) monthly installments, each in an amount equal to 1/12th of Tenant's share so estimated by Landlord. Payment of CAM installments shall commence on the Rent Commencement Date and be due monthly thereafter on the first day of each month. Landlord shall notify Tenant in writing of changes in the amount of such estimated Tenant's share and the date on which such new estimated amount shall begin. If, as finally determined by annual audit of actual charges, Tenant's share shall be greater than or be less than the aggregate of all installments so paid on account to the Landlord for such twelve (12) month period, then Tenant shall pay to Landlord the amount of such underpayment upon written notice from Landlord which notice shall include documentation of the audit calculations, or the Landlord shall credit Tenant for the amount of such overpayment, as the case may be. The obligation of the Tenant with respect to the payment of CAM shall be considered additional rent and shall survive the termination of this Lease. Any payment, refund or credit made pursuant to this subparagraph shall be made without prejudice to any right of Tenant to dispute, or of the Landlord to correct, any items billed pursuant to the provisions of this subparagraph. Failure of Landlord to provide Tenant with an annual estimate of CAM shall not constitute a waiver by Landlord of its right to require Tenant to pay Tenant's share of CAM.

(a) Landlord has estimated that the Additional Rent applicable to the first year of the Lease shall be **Five Thousand Fifty One & 40/100 Dollars (\$5,051.40)** per month or \$.60 per square foot. Tenant's first months Additional Rent payment shall be due on the Rent Commencement Date as outlined in Section 4.1 above.

4.4 **Security Deposit.** Simultaneously with the execution of this Lease, Tenant has deposited with Landlord the sum of Fifteen Thousand Five Hundred Seventy Five Dollars and no/100 (**\$15,575.00**) as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof ("Security Deposit"). If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount equal to the amount used or applied, and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant within thirty (30) days following expiration of the extended Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit or balance remaining to Landlord's successor in interest.

4.5 **Late Charge.** If any payment is not paid within ten (10) days of the due date, then there shall be added as additional rent an amount equal to four percent (4%) of the delinquent payment for the month or portion thereof after the date it was due, provided, however, if such sum and late charges are not paid in full on or before the fifteenth (15th) day of the month, such sum shall commence to bear interest at the rate of ten and one-half percent (10.5%) per annum until paid in full.

4.6 **Payment of Rent.** All rent payments shall be sent to Landlord at the following address payable to: **Commercial Real Estate Alaska, 341 W. Tudor Road, Suite 103, Anchorage, AK, as property manager for All Holdings LLC**, or to such other address as Landlord may from time to time designate.

5. **CONSTRUCTION OF IMPROVEMENTS.**

5.1 **Landlord's Improvements.** Landlord is not obligated with respect to either the Premises or the Property to (i) make any improvements, changes, installations, alterations, repairs, or replacements; (ii) do any work; (iii) clean out the Leased Premises; (iv) obtain any permits, licenses, or governmental approvals; or (v) spend any money either to put Tenant in possession or to permit Tenant to open for business, unless Landlord has so agreed expressly in this Lease, including but not limited to Section 9.1. All work other than that expressly set forth herein to be performed by Landlord, if any, shall be accomplished by Tenant

5.2 **Tenant's Initial Improvements and Allowance.** Tenant shall be responsible for the costs and expenses to fixture and do all work and make all improvements that is not being done by Landlord, including installation of an attractive exterior lighted sign above its entrance, in order to prepare the Premises for business operations. Tenant shall complete its work, fully staff, and open for business promptly. Prior to operating its business, Tenant shall obtain a certificate of occupancy, if required by governmental laws or codes, for the Premises from the Municipality, and obtain final lien waivers for all work performed by or on behalf of Tenant and forward copies to Landlord. Prior to performing any work to the Premises or Building during the Lease Term Tenant shall provide plans and specifications of such work to Landlord for its prior approval, not to be unreasonably withheld or delayed. Tenant shall, at its sole expense, in doing any work or making any installations at the Leased Premises, comply with all present and future laws, regulations, building codes, and fire codes applicable to the Premises or to Tenant's use or occupancy or business operations. Tenant shall defend, indemnify, and hold Landlord harmless from all losses, damages, claims, liabilities, costs, and expenses (including legal fees) arising out of any failure to do so. Construction of improvements and any work by or for Tenant shall be performed by a licensed and insured General Contractor in full compliance with all applicable governmental codes, ordinances and laws. Tenant shall provide Landlord with a Certificate of Insurance from the contractor showing Workman's Compensation coverage in at least the State minimum amount and naming Landlord as an "Additional Insured" for Public and General Liability in an amount of not less than \$2,000,000 Aggregate and \$1,000,000 per occurrence prior to commencing work. Tenant acknowledges that Landlord has made no representations, and that Tenant has conducted all inspections it deems necessary, and Tenant accepts the Leased Premises and all the equipment, apparatus, plumbing, heating, air conditioning, electric, water, waste disposal, and other systems relating thereto and the parking lot and the other Common Areas of the Property **AS-IS, WITH ALL FAULTS, AND WITHOUT WARRANTY, WHETHER EXPRESS OR IMPLIED.** Tenant shall defend, indemnify and save Landlord harmless from and against all claims for injury, loss, or damage to person or property caused by or resulting from doing any work. For any work that involves penetration of the roof surface or modifications of the HVAC system, Tenant shall employ Landlord's contractor to preserve any warranties. The maintenance of any portion of the roof affected by Tenant's work will be Tenant's responsibility, including repair of areas of the Property that might be affected due to water penetration through Tenant's roof work.

5.3 **Tenant's Future Improvements.** Tenant shall be responsible for the design, construction and installation of any Tenant leasehold improvements in excess of Section 5.1 and 5.2 and trade fixtures, including lights, branch wiring beyond the panel, floor coverings, interior partitioning, decor, shelves, racks and counters, provided that the design and decor shall be subject to the reasonable prior written approval of Landlord, and Tenant shall provide Landlord with appropriate design drawings for approval prior to any construction and installation of Tenant's leasehold improvements.

Tenant shall not do or directly contract for anything to be done causing the Premises to be encumbered by liens of any nature, and shall, whenever and as often as any lien is

Initial (T)_____

Initial (L)_____

recorded against said property, purporting to be for labor or materials furnished or to be furnished to Tenant, discharge the same of record within 10 days of the date the lien is recorded by recording the bond contemplated is A.S. 34.35.072 or otherwise appropriately satisfy the subject lien in full. Tenant shall obtain waivers of lien rights and releases of claims from contractors, subcontractors, and suppliers in connection with Tenant's leasehold improvements and shall indemnify and hold Landlord harmless from the same.

Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. At least ten (10) days before commencing or causing to be commenced any work that is or may be the subject of a lien for work done or materials furnished to the Premises, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of non-responsibility or to take any other steps the Landlord deems appropriate to protect its interest.

Upon completion of any construction the Tenant shall provide to Landlord valid lien releases and satisfactory proof of payment of all liens, claims based on notices of right to lien, and other claims against the Premises, and a Certificate of Occupancy and/ or Certificate of Completion for the Premises from the Municipality of Anchorage whenever work performed requires permits. Tenant shall ensure that all permits are closed at the completion of the work.

6. **ADDITIONAL CHARGES.** In addition to the rent under Section 4.1, commencing on the Rent Commencement Date, Tenant shall pay to Landlord the amount stated in Section 4.3.

7. **UTILITIES.** Effective on the Lease Commencement Date, Tenant shall be responsible for obtaining service and paying all charges for gas, electric, telephones, janitorial and all other services required or desired by Tenant's business and not specifically the responsibility of Landlord through CAM or otherwise. Tenant shall arrange for medical waste disposal, at Tenant's expense.

8. **USE.** The Premises shall be used and occupied only for the purpose of healthcare and shall be used for no other purpose without the prior written consent of Landlord, which shall not be unreasonably withheld. No act shall be done in or about the Premises that is unlawful. Cannabis related activities and/or business shall not be permitted upon the Premises and/or Building. Tenant will not commit or allow to be committed any waste upon the Premises or any public, private, or mixed nuisance or other act or thing which disturbs the quiet enjoyment of any other tenants in the Building. Tenant shall comply with all laws relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of not only the Premises but also the Building and for the preservation of good order therein.

9. **MAINTENANCE, REPAIRS AND ALTERATIONS.**

9.1 **Landlord's Obligations.** Subject to the provisions of Section 11 and except for damage caused by the negligence or intentional act or omission of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundations, the exterior walls, and utility lines to the building, as well as the replacement, as required in Landlord's sole discretion, of the pavement, exterior roof of the Building, concrete sidewalks, and HVAC units. Landlord shall provide for parking lot maintenance, roof repairs and maintenance, HVAC repairs and preventive maintenance, landscaping, common area lighting, snow plowing and removal for sidewalks and parking lot, and common area maintenance, which Tenant will pay through CAM's (see Section 4.3), except if specified as a Landlord expense under Section 4.3 . Landlord shall have no obligation to make repairs under this Section 9.1 until a reasonable time after the receipt of written notice of the need for such

repairs and then only to the extent reasonably necessary to satisfy Landlord's obligations under this Lease.

9.2 Tenant's Obligations. Subject to the provisions of Section 9.1 and Section 11, and except for damages caused by the negligence or intentional acts or omission of Landlord or Landlord's agents, employees, contractors, invitees or tenant, Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof, including but not limited to plumbing, any mechanical or electrical apparatus, lighting, doors, window frames, hardware, glass and nonstructural ceilings and walls. Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to the Premises or the Building occasioned by its use thereof or by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of structural damage.

9.3 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Section 9, Landlord may (but shall not be required to) enter upon the Premises after ten (10) days prior written notice to Tenant and put the same in good order, condition and repair or otherwise cure the default, and the cost of such action plus fifteen percent (15%) thereof shall become due and payable as additional rent to Landlord together with Tenant's next rental installment.

9.4 Alterations and Additions. Tenant shall not, except as provided in Section 5 and this Section 9.4, without Landlord's prior written consent, make any alterations, additions or improvements in the Premises. As a condition to giving such consent, Landlord may require that Tenant remove any such alterations, improvements, additions or utility installations at the expiration of the term and restore the Premises to their prior condition, reasonable use, wear and tear excepted. Tenant shall not permit any mechanics or materialmen's liens to be filed against the Premises and shall hold Landlord harmless from any damage, loss or expense arising out of any such work. All work on the Premises shall be done in compliance with all applicable governmental codes and regulations. At Landlord's option, all alterations, improvements or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Tenant's machinery, equipment and trade fixtures other than those which are affixed to the Premises so that they cannot be removed without material and irreparable damage to the Premises shall remain the property of Tenant and may be removed by Tenant, subject to the provisions of Section 9.2.

10. INSURANCE: INDEMNITY.

10.1 Liability Insurance. Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including without limitation damage to other portions of the Building, arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, such insurance shall be in an amount of not less than Two Million Dollars (\$2,000,000.00) General Aggregate and One Million Dollars (\$1,000,000.00) for each occurrence and Fifty Thousand Dollars (\$50,000.00) for property damage. The limits of said insurance shall not, however, limit the liability of Tenant hereunder and Tenant is encouraged to consult with their insurance professional for advice on limits and types of insurance suitable for Tenant's risks and business operations. **Such policies shall name Landlord and Landlord's property manager as additional insured and shall provide that they may not be cancelled without thirty (30) days prior written notice to Landlord, or in accordance with the regulations for insurance in Alaska.** Landlord shall be furnished with a certificate evidencing issuance of such policy of liability insurance, and such certificate shall recite that said policy may not be cancelled without thirty (30) days prior written notice to Landlord, **or in accordance with the regulations for insurance in Alaska.** If Tenant shall fail to maintain said insurance, Landlord may but shall not be required to procure and maintain the same, at the expense of Tenant. Tenant shall provide Landlord with such certificate prior to entering the Premises or starting tenant improvement work.

10.2 **Personal Property Insurance.** Tenant shall be responsible for obtaining and maintaining insurance on all its personal property (including improvements paid for by Tenant) and property of others stored and located at, about or upon the Premises to cover such personal property for damage, theft, destruction and other forms of loss in amounts sufficient for the replacement thereof in the event loss.

10.3 **Property Insurance.** Landlord 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 in the State of Alaska, insuring the Building against damage or destruction by fire and/or by perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time when the policies are obtained in the amount of at least \$1,500,000.00.

10.4 **Waiver of Subrogation.** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to its insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by its insurer, to evidence compliance with the aforementioned waiver.

10.5 **Hold Harmless.** Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from Tenant's negligence or misconduct in its use of the Premises or from the conduct of its business or from any activity, work or thing which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises as a result of its negligence or misconduct, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage or injury arises solely out of the negligence or misconduct of Landlord or Landlord's agents, employees, contractors, invitees or tenants.

10.6 **Exemption of Landlord from Liability.** Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees or customers or any other person in or about the Premises unless such injury or loss results from negligence or misconduct of Landlord or Landlord's agents, employees, contractors, invitees or tenants. Landlord shall not be liable for personal injury to Tenant or Tenant's employees, agents, contractors and invitees, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Landlord or Tenant.

11. **DAMAGE OR DESTRUCTION.** In the event the Premises are damaged to such an extent as to render the same untenable in whole or in a substantial part thereof or are destroyed, it shall be optional with Landlord to repair or rebuild the same; and after the happening of any such event, Tenant shall give Landlord or Landlord's agent immediate written notice thereof. Landlord shall have not more than (30) days after date of such notification to notify Tenant in writing of Landlord's intentions to repair or rebuild said Premises or the part so damaged as aforesaid, and if Landlord elects to repair or rebuild said Premises, Landlord shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during the period of damage or destruction until the Premises are restored to the condition existing prior to such damage or destruction the rent of said 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 Landlord shall fail to give the notice aforesaid, Tenant shall have the right to

declare this Lease terminated effective as of the date of such damage or destruction by written notice served upon Landlord.

In the event the Building in which Premises are located shall be damaged (even though the Premises hereby leased shall not be damaged thereby) to such extent that, in the opinion of Landlord, it shall not be practicable to repair or rebuild, or is destroyed, then Landlord or Tenant may terminate this Lease by written notice to the other served within thirty (30) days after such damage or destruction.

12. **ADVERTISING AND WINDOWS.** Landlord shall provide a location(s) on the Property for Tenant's signage. Tenant shall be responsible for the cost of the sign, including permits, installation, maintenance, power, and removal. All signage to be to Landlord specifications, prior approved by Landlord and in full compliance with all applicable governmental codes, ordinance and regulations. Tenant, at Tenant's sole expense, shall be authorized to install sign identification on the monument sign fronting Northern Lights Blvd at the location approved by Landlord, the designs of which shall be approved by Landlord prior to installation. Any use of banners will need prior approval by Landlord. Except for the forgoing, Tenant shall not inscribe any inscription or post, place or in any manner display any sign, notice, picture, placard or poster or any advertising matter whatsoever anywhere in or about the Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Premises without first obtaining Landlord's written consent thereto. Tenant shall use window coverings that conform to standards set by Landlord. Tenant, at its expense, in the event it exercises its purchase option, shall have the right to install signage on the building fascia in addition to any other signs allowed in this Agreement, subject to the same Landlord approval requirements set forth above.

13. **PERSONAL PROPERTY TAXES.** Tenant shall pay or cause to be paid before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property. Landlord shall pay or cause to be paid before delinquency any and all taxes and assessments levied upon the property on which the Premises are located.

14. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations as may be implemented by Landlord, with written notice to Tenant.

15. **LIENS AND INSOLVENCY.** Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials ordered, or obligations incurred by Tenant. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment or other liquidating action is not terminated within sixty (60) days of any such appointment, then Landlord may terminate this Lease and Tenant's right of possession under this Lease, at Landlord's option. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, the leasehold interest granted to Tenant by this instrument. Tenant shall have the right to encumber (i) its properties including trade fixtures, equipment and leasehold improvements in, or about the Premises; and (ii) its right, title and interest under this Lease upon the consent of Landlord which shall not be unreasonable withheld.

16. **DEFAULTS.** The occurrence of any one or more or the following events shall constitute a default and breach of this Lease by Tenant:

16.1 **Vacation of Premises.** The vacating or abandonment of the Premises by Tenant, refer to Section 22.

16.2 **Failure to Provide Rent.** The failure by Tenant to provide rent as described in Section 4 or any other payment required to be made by Tenant hereunder as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof by Landlord to Tenant;

16.3 **Failure to Perform Covenants.** The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Section 16.2 above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; and

16.4 **Renewed Default.** The commission by Tenant of any default described above a second time and within two (2) months following the time when Tenant has been given notice of such a default under Section 16.2 or Section 16.3 and has cured the same within the permitted time.

17. **REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, in its sole discretion, upon notice and demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

17.1 **Termination.** Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Premises; expenses of reletting, including reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Additional Charges called for herein for the balance of the Lease term exceeds the amount of such loss for the same period that Landlord recovered or reasonably could have recovered; and that portion of any leasing commission or tenant improvement, if applicable, paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate;

17.2 **Enforce Rights.** Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to payment of the rent and any other charges and Additional Charges as they become due hereunder, subject to its obligation to mitigate damages; or

17.3 **Other Remedies.** Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located.

18. **PRIORITY.** Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at any time hereafter constituting a lien upon the Premises or the Building containing the same, to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof; provided that the mortgagees or the beneficiaries named in said mortgages or deeds of trust shall agree to commercially reasonable SNDA language recognizing this Lease in the event of foreclosure if Tenant is not in default hereunder and if Tenant attorns to the mortgagee. Within five (5) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or

deeds of trust and shall execute estoppel certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

19. **CONDEMNATION.** If all of the Premises or any portion of the Building or the Property as may be required for the reasonable use of the Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of a taking by eminent domain), this Lease shall automatically terminate as of the date Tenant is required to vacate or will be deprived of the reasonable use of the Premises, the Building or the Property, and all rentals shall be paid to that date. In the case of taking of a part of the Premises, the Building or the Property, Tenant may, at its election, terminate this Lease by notice in writing to Landlord within (10) days after the receipt by Tenant of written notice of the proposed taking, and with any such notice by Tenant to Landlord to be effective on a date which shall be specified by Tenant in the notice but shall be no later than thirty (30) days after the date of the giving of notice. If within said thirty (30) day period Tenant does not exercise its right to terminate this Lease because of such partial taking of a part of the Premises this Lease shall continue in full force and effect, and the rental shall be equitably reduced based on the proportion by which the floor area of the Premises or reasonable use of such Building or the Property is reduced, such rent reduction to be effective as of the date when possession of such portion is delivered to the condemning authority. Landlord reserves all rights to damages to the Premises for any taking by eminent domain of its reversionary interest, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's leasehold improvements, personal property, moving expenses and for the interruption or other damage to Tenant's business.

20. **PARKING AND COMMON AREAS.**

20.1 **Landlord's Obligations and Rights.** Landlord covenants that there shall be an area for common areas and parking areas for the exclusive use of Tenant during the full term of this Lease.

20.2 **Tenant's Rights.** Tenant, for the use and benefit of itself and its agent, employees, customers, and licensees, shall have the right in common with Landlord to use said common and parking areas, driveways, alleys and sidewalks during the entire term of this Lease for ingress, egress and automobile parking.

20.3 **Rules and Regulations.** Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules and regulations and charges for parking as Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish.

21. **ENERGY CONSERVATION LEGISLATION.** In the event that any legislative enactment or decree of governmental authority shall require fundamental changes in the heating, lighting and electrical systems or the fuel or power source utilized by such systems, Landlord reserves the right, at any time and from time to time, to make changes in, additions to, subtractions from or rearrangements of the Premises and the common areas of the Building to accommodate the required changes to the said systems or conversion to a different fuel or power source; and Landlord reserves the right to install a central heating system to serve all Premises in the Building and to erect, use and maintain wiring, mains, pipes, conduits and other means of distributing heat to the Premises and in and through the Premises for the benefit of other portions of the Building; and Landlord and all persons authorized by it shall have the right, from time to time, to enter upon the Premises for the purpose of access thereto for installation, maintenance and repair, and such entry shall not be deemed to be an interference with Tenant's possession under this Lease. In the event Landlord is obligated to carry out such conversion, Tenant agrees to reimburse Landlord for its proportionate share of the costs of operating said central heating systems and to utilize the said central heating system in the place and stead of Landlord's existing heating

system. Such repairs, alterations, additions or improvements shall be effected at such times and in such manner as to cause as little interruption to Tenant as possible. So long as Landlord shall not interfere with Tenant's business in the Premises more than is reasonably necessary in the conduct of such repairs, changes, improvements and alterations, Tenant shall not have any right to object. All of the alterations, improvements, repairs or additions mentioned in this paragraph made in compliance with and by reason of legislative enactment or decree of governmental authority shall be made without any claim for damages or indemnification against Landlord or diminution or abatement of rent, unless such activities unreasonably interfere with Tenant's use of the Premises or damage is caused to Tenant's properties by the neglect or misconduct of Landlord or its agents, employees, contractors or invitees.

22. CONTINUED OCCUPANCY BY TENANT.

22.1 Hours of Business. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises would be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts, pandemics, epidemics, or similar causes beyond the reasonable control of Tenant.

22.2 Continued Occupancy. Tenant acknowledges that Landlord will suffer substantial damage if the Premises are left vacant or are vacated by Tenant during the term of this Lease, even in the event Tenant continues to pay rent as required hereunder. Tenant therefore covenants that it shall occupy and utilize the entire Premises in the active conduct of its business during the whole of the Lease term hereof and shall conduct such business in a reputable, diligent and energetic manner.

23. NONWAIVER. Waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained to be performed by the other party shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

24. SURRENDER OF POSSESSION. Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord, unless the parties have negotiated and extended the term of this Lease by written agreement.

25. HOLDING OVER. If Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay Landlord rent at the rate of One Hundred Twenty-five percent (125%) of the rental as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

26. ASSIGNMENT AND SUBLETTING. Neither party shall assign its interests under this Lease without the prior written consent of the other party. Tenant shall not sublet the Premises, or any part thereof, or any right or privilege appurtenant thereto or suffer any other person to use or occupy said Premises or any portion, without the prior written consent of Landlord, which consent shall not be unreasonably withheld; and consent to one subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent subletting, occupation or use by another person; any subletting which is consented to by the Landlord shall not relieve the Tenant herein of responsibility under this Lease. However, Tenant may sublet portions of the Premises to a related imaging or other medical tenant without release of the assignor, but without the need for consent. Tenant's interest in all sub-

Leases shall be assigned to Landlord as security for payment of rents and performance of covenants herein required.

27. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by registered mail, return receipt requested, to Landlord at the same place rent payments are made and to Tenant at the Premises 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.

28. **COSTS AND ATTORNEYS' FEES.** If by reason of any default on the part of a party it becomes necessary for either party to employ an attorney, or in case either party shall bring suit to recover any rent due hereunder or for breach of any provision of this Lease or to recover possession of the Premises, or if Landlord shall bring an action for any relief against Tenant, declaratory or otherwise, arising out of this Lease, and the non-defaulting party shall prevail in such action, then and in any such events the non-defaulting party shall pay a reasonable attorneys' fee and all costs and expenses expended or incurred by the non-defaulting party in connection with such default or action.

29. **LANDLORD'S ACCESS.** Landlord and its agent shall have the right to enter the Premises at reasonable times with reasonable notice for the purpose of inspecting it, showing it to prospective purchasers or lenders and making such repairs as Landlord may deem necessary or desirable. Landlord may, at any time, place on or about the Building any ordinary "For Lease" signs and may, during the last ninety (90) days of the term of this Lease, place on or about the Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Tenant. Tenant may have a representative present during inspections to ensure compliance with HIPAA and similar laws.

30. **CAPTIONS AND CONSTRUCTION.** The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

31. **REMOVAL OF PROPERTY.** If Tenant shall fail to remove any of its property of any nature whatsoever from the Premises or the Building at the termination of this Lease or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell or permit to be sold any or all of such property at public or private sale or such commercially reasonable terms and conditions as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales as follows: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

32. **SUCCESSORS.** All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as expressly limited herein.

33. **ACCEPTANCE OF PREMISES.** Tenant shall accept the Premises "as is" at the commencement of the term of this Lease and in their then present condition and subject to all applicable zoning, municipal, county, borough, and state laws, ordinances and regulations governing and regulating the use of the Premises and accept this Lease subject thereto and all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business. Tenant warrants that prior to its execution of this Lease, it has fully researched and accepts the requirements and restrictions for zoning and permitting applicable to the Property as they apply to Tenant's intended use of the Premises and that it has satisfied itself as to the restrictions and requirements for signage to be placed or erected at the Premises or upon the Property.

34. **SALE OF PREMISES BY LANDLORD.** In the event of any sale of the Premises by Landlord, Landlord 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, occurrence 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 or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

35. **TENANT'S STATEMENT.** Landlord and Tenant shall, at any time and from time to time, upon not less than five (5) days prior written notice from the other party execute, acknowledge and deliver to other party a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to the party's knowledge, any uncured defaults on the part of the other party hereunder or specifying that such defaults, if any, are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

36. **ENTIRE AGREEMENT.** This Lease sets forth the entire understanding and agreement of Landlord and Tenant 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.

37. **BROKERS COMMISSION.** Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and that it has neither dealt with nor has it had any knowledge of any real estate broker, licensee or sales person in connection with this Lease except Commercial Real Estate Alaska and Re/Max Properties, Inc. Tenant agrees to indemnify and hold Landlord harmless from all such liabilities or claims including, without limitation, attorney's fees and costs. The Landlord is responsible for payment of commissions to the real estate broker(s) in accordance with a separate agreement.

38. **LICENSEE RELATIONSHIPS:** The Landlord and Tenant acknowledge the following:

a) Listing Licensee(s), Curt Nading and Season Baker with Commercial Real Estate Alaska, LLC are representing the Landlord exclusively.

39. **RECORDING.** Tenant shall not record this Lease without the prior written consent of Landlord. However, upon request of either party, both parties shall execute a memorandum or "short form" of this Lease for the 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.

40. **LEASE NOT AN OFFER.** The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until Landlord executes a copy of this Lease and delivers the same to Tenant.

41. **HAZARDOUS SUBSTANCE DISCLOSURE.** Landlord and Tenant shall promptly disclose to each other, in writing, if they know, or have reasonable cause to believe, that any toxic dangerous, or hazardous substance, as those terms are defined under federal, state, or local law, has come to be located in, on, or about, over, or beneath the Premises, the Building or the Property. In addition, Tenant shall execute a written statement to Landlord no later than thirty (30) days after the end of each lease year describing in detail any and all toxic, dangerous, or hazardous substances, as those

terms are defined under federal, state, or local law, which Tenant knows, or has reasonable cause to believe, have come to be located in, on, about, over, or beneath their premises, or that there are no toxic, dangerous, or hazardous substances in, on about, over, or beneath the premises.

41.1 **Hazardous and Toxic Substances.** Tenant agrees that so long as this Lease shall remain in effect, that the Property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, including medical waste, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable state or local laws, or regulations, except that Tenant may store medical waste in containers approved for such storage and in amounts allowed by governmental rules or regulations governing such storage, and shall properly dispose of such medical waste in compliance with all rules and/or regulations relating thereto. Tenant agrees to fully indemnify and hold harmless Landlord against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

42. **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 Anchorage, Alaska. Tenants agree specifically that venue and jurisdiction in that court is proper, and further agree to submit themselves to the jurisdiction of that court. Tenants shall not claim that said forum is an inconvenient forum.

43. **AUTHORITY.** Landlord and Tenant, by their signatures below, warrant that they have read and understand this Lease and that the terms and conditions contained herein represent the full and complete agreement of the parties. If Tenant is a corporation or limited liability company, each individual executing this Lease on behalf of the entity represents that they are duly authorized to execute and deliver this Lease on behalf of the corporation or limited liability company, in accordance with duly adopted resolutions of the board of directors of the corporation or limited liability company, that such action and execution is in accordance with the bylaws of the corporation or operating agreement of the limited liability company, and that the Lease is binding upon the corporation or limited liability company in accordance with its terms. Landlord represents that he/she/they is/are in sole title to the Premises and has unchallenged authority to enter into this Lease and to be bound by the terms contained herein.

LANDLORD:
All Holdings LLC

By: _____
Bret Mason, Manager

Date: _____

TENANT:
Alaska Imaging Associates, LLC

By: _____
Its: _____

Date: _____

Exhibit B

MRI



Quote Number: 10101

Lease Termination with Asset Purchase

04/24/2020

Thank you very much for leasing with GE HFS, LLC. To terminate lease 8544791008 and purchase the GS SIGNA MR 1.5 HIGH SPEED from GE HFS, LLC, requires a payment from Cable & McCormick, A Professional Corporation to GE HFS, LLC totaling \$201,499.25.

The detailed summary of the amount is as follows:

Sales Price:	\$188,770.00
Estimated Property Tax:	\$12,729.25
Total	\$201,499.25

This quote assumes the contract is current and in good standing for the periods through and including 04/30/2020 (the "Quote Effective Date"), including, to the extent applicable, the payment of all rents payable in arrears which relate to any period prior to and including the Quote Effective Date (even if billed after the Quote Effective Date) and is void if these conditions are not met. We require a notice of acceptance before 05/04/2020.

If you would like to take advantage of this lease termination, please call me at (414)378-7675 so that I may forward you the invoice/Bill of sale and document your acceptance.

Thank You

David Kelsey
Senior Portfolio Manager



Quote Number: 5940

LEASE RENEWAL AMENDMENT

THIS LEASE RENEWAL AMENDMENT dated as of 09/16/2019, (this "Amendment") amends the Equipment Schedule (Contract No. 8544791007 formerly 8544791006A) dated as of 03/10/2017, (the "Schedule") to the Master Lease Agreement dated as of 02/28/2011 (the "Agreement"; the Master Lease Agreement and the Schedule, as the same may have been heretofore amended or otherwise modified, are collectively referred to herein as the "Lease") by and between GE HFS, LLC ("Lessor") and Cable & McCormick, A Professional Corporation ("Lessee"), and which Lease covers the leasing of the Equipment listed and described below. Capitalized terms used herein without definition shall have the meanings given to such terms in the Lease.

Number Of Units	Site	Supplier/ Manufacturer	Model, VIN #, Unit # and/or Type Of Equipment
1	2110 E NORTHERN LIGHTS SUITE 101 ANCHORAGE, AK 99508	GE HEALTHCARE	GS SIGNA MR 1.5 HIGH SPEED
1	2110 E NORTHERN LIGHTS SUITE 101 ANCHORAGE, AK 99508	GE HEALTHCARE	GE 1.5T MR UPGRADE TO HDI

RECITALS

WHEREAS, the term of the Lease will expire, or has expired, on 09/30/2019; and

WHEREAS, Lessee desires to renew the Lease, and Lessor is willing to consent to such renewal, pursuant to the terms set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Commencing on 09/30/2019, the Lease shall be renewed for an additional period of 12 months (the "Renewal Term") on and subject to the same terms and conditions as set forth herein and in the Lease, except as otherwise expressly provided herein:

(a) During the Renewal Term, Lessee hereby agrees to pay to Lessor rent in the amount of 12 months at \$7,754.00 per month, plus applicable taxes (each, a Monthly Payment). For the avoidance of doubt, Lessee shall remain liable for all rents payable in arrears (plus applicable taxes) which relate to any

period prior to and including the date of this Amendment even if billed after the date of this Amendment.

(b) Monthly Payments shall be due and payable in advance or arrears (as specified in the Lease) beginning on 11/01/2019, and on the same day of each consecutive months thereafter throughout the Renewal Term.

(c) During the Renewal Term, the Stipulated Loss Value of the Equipment shall be equal to the sum of all future Monthly Payments due hereunder, plus the present value of Lessor's anticipated residual interest in the Equipment, each discounted to its net present value at a simple interest rate equal to four percent (4%) per annum (or if not permitted by applicable law, the lowest permitted rate).

(d) Upon at least 90 days' written notice to Lessor prior to the expiration of the Renewal Term, so long as no default has occurred and is continuing under the Lease and the Schedule has not been earlier terminated, Lessee shall exercise one of the following options at the expiration of the Renewal Term, anything

to the contrary contained in the Lease notwithstanding: (a) return all (but not less than all) of the Equipment in accordance with the terms and provisions hereof and of the Lease or (b) purchase all (but not less than all) of the Equipment on an AS-IS, WHERE-IS BASIS, without any representation or warranty of any kind, express or implied, from Lessor for cash equal to its then fair market value (plus any applicable taxes). All other purchase options or renewal options in the Lease are hereby deleted in their entirety. Should Lessee fail to make an election as required pursuant to and in accordance with this paragraph, Lessee shall be deemed for all purposes of the Lease to have elected the option described in clause (a) above. Upon the expiration or termination of the Schedule, unless Lessee has elected and fully performed its purchase option described in this paragraph, Lessee shall, at its sole cost and expense, return the Equipment to Lessor, to a business address designated by Lessor within the Continental United States of America, in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order and condition and otherwise in accordance with the terms and provisions of the Lease. If the term "fair market value" is defined in the Lease, such term, as used herein, shall have the meaning ascribed to it in the Lease. If the term "fair market value" is not defined in the Lease, such term, as used herein, shall mean the price that a willing buyer would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell, with the Equipment being valued on a fully assembled, installed and operational basis and assumed to be in the condition in which it is required to be maintained and returned under the Lease.

(e) If Lessee fails to return the Equipment as and when required, Lessee shall continue to remit Monthly Payments ("Remedial Payments") to Lessor on the date Monthly Payments would be payable hereunder if the Lease had not expired or terminated, and the amount of each such Remedial Payment shall equal the last full Monthly Payment. Lessor may, but shall not be obligated to, invoice Lessee for Remedial Payments at the same intervals and in the same manner as Lessor had invoiced Lessee for Monthly Payments prior to the expiration or termination of the Lease. Although Lessee is legally required to make Remedial Payments until Lessee has returned the Equipment in accordance with the Lease and this Amendment, Lessee does not have a legally enforceable option to extend or renew the Lease, nor does Lessor have a legally enforceable option to compel any such extension or renewal.

(f) If and to the extent that this Amendment or the Schedule is deemed a security agreement, Lessee hereby gives, grants and assigns to Lessor, its

successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, the general intangibles related thereto, the accounts created thereby and all proceeds of the foregoing. Such security interest shall secure Lessee's obligations with respect to all Schedules and agreements between Lessee and Lessor.

(g) GE HFS, LLC shall not be obligated to provide Support during the Renewal Term.

2. On or prior to the date hereof and as a condition to the effectiveness of this Amendment, (i) Lessee shall pay all rents and other amounts outstanding, due and owing to Lessor as of the date hereof under the Lease, including, without limitation, any maintenance service charges that may be due and owing to Lessor and/or GE HFS, LLC, (ii) this Amendment shall have received all necessary credit and other required approvals of Lessor and (iii) Lessor shall have received from Lessee a documentation fee in the amount of \$250.00. Subject to the satisfaction of the foregoing conditions, this Amendment shall become effective as of the date hereof upon execution hereof by duly authorized officers or representatives of the parties hereto.

3. Lessee hereby represents and warrants that (i) no default or event which, with the passage of time or the giving of notice or both, would constitute a default, has occurred under the Lease and (ii) all of the representations and warranties of Lessee included in the Lease are true and correct as of the date hereof.

4. Notwithstanding anything to the contrary in the Lease or in any other agreement between Lessor and Lessee, Lessee shall indemnify and hold Lessor, its agents, employees, successors and assigns harmless from and against any and all claims and losses, including legal expenses, of whatsoever kind arising out of or relating to the Equipment, the Lease or this Amendment ("Claims"), including, but not limited to Claims arising out of the selection, manufacture, ownership, delivery, possession, condition, maintenance, operation or purchase of the Equipment. Lessee's obligation to pay Monthly Payments are absolute, unconditional and independent obligations not subject to abatement, diminution, suspension, deferment or reduction of, or offset against, Lessee's obligations hereunder for any reason including (i) any claims of Lessee against Lessor, or the manufacturer or seller of the Equipment, (ii) the condition, loss or destruction of the Equipment or (iii) any interference with Lessee's use of the Equipment.

5. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be authenticated by

manual signature, facsimile or, if approved in writing by Lessor, electronic means, all of which shall be equally valid.

6. Except as expressly modified herein, all terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any provisions

Lessor:

GE HFS, LLC

By: _____

Name: _____

Title: Duly Authorized Signatory

of this Amendment and the Lease, the provisions of this Amendment shall control.

7. Lessee shall return a signed copy of this Amendment to, GE HFS, LLC, 9900 Innovation Drive, Wauwatosa, WI 53226, Attn: David Kelsey.

Lessee:

Cable & McCormick, A Professional Corporation

By: 

Name: John McCormick

Title: PRESIDENT DCA

9/16/2019

Exhibit C

CT 540



GE Healthcare

Date: 11-28-2018
Quote #: PR1-C133766
Version #: 1
Q-Exp-Date: 12-28-2018

Issued By:
GE Healthcare
FEIN: 14-0689340

Customer Address:
Cable & McCormick A Professional Corp
DBA Diagnostic Imaging of Alaska
2110 E Northern Lights Blvd
Anchorage AK 99508-4154

Attention:

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

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

Governing Agreement:	None
Customer Number:	1-24173B
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due ON Receipt - 30 Days
Total Quote Net Selling Price:	\$207,000.00
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

INDICATE FORM OF PAYMENT:	
If "GE HEF Loan" or "GE HEF Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Equipment Finance (GE HEF) to fund this arrangement after shipment.	
<input type="checkbox"/> Cash/Third Party Loan/Check	<input type="checkbox"/> GE HEF Loan
<input type="checkbox"/> GE HEF Lease	<input type="checkbox"/> Third Party Lease (please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

CUSTOMER

Authorized Customer Signature Date

Print Name Print Title

Purchase Order Number (if applicable)

GE HEALTHCARE

Michael Teramoto

11-28-2018

Signature

Date

Region Modality Leader - MICT

Email: Michael.Teramoto@med.ge.com

Office: +1 425 830 4589

Mobile: 425-830-4589

Fax: 866-473-6168

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GE Healthcare Confidential and Proprietary
General Electric Company, GE Healthcare Division



GE Healthcare

Date: 11-28-2018
Quote #: PR1-C133766
Version #: 1
Q-Exp-Date: 12-28-2018

Total Quote Selling Price	\$207,000.00
Trade-In and Other Credits	\$0.00
Total Quote Net Selling Price	\$207,000.00

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:

Michael Teramoto
Office: +1 425 830 4589
Mobile: 425-830-4589
Email: Michael.Teramoto@med.ge.com
Fax: 866-473-6168

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:

GE Healthcare
P.O. Box 96483
Chicago, IL 60693

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
 - The correct Quote number and version number above
 - The correct Remit To information as indicated in "Payment Instructions" above
 - The correct SHIP TO site name and address
 - The correct BILL TO site name and address
 - The correct Total Quote Net Selling Price as indicated above

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.

*****OR*****

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation # _____; (ii) Per the terms of GPO# _____; (iii) Per the terms of MPA # _____; or (iv) Per the terms of SAA # _____. Include the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



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Item No.	Qty	Catalog No.	Description
	1		GoldSeal Optima - CT540
1	1	S9354TF	<p>GoldSeal Optima540 ASiR</p> <p>The GE refurbished Optima CT540 is GE's new generation intelligent CT system and comes standard with one year full warranty on the system and Xray tube. It is a CT platform that combines many of the advanced ease of use innovations of our Optima CT660 series with the image quality of the BrightSpeed Elite. The CT540 is all about improving your patients experience to make your studies more effective from start to finish. This Optima CT540 is ready to be your diagnostic partner. Your GE refurbished Optima540 will include the following standard features:</p> <p>Software: ASiR, Helical Tilt, SmartPrep, 440mA Scan, Auto mA, Large Image Series, Helios2 SmartSpeed, 16 slice option, Direct 3D s/w, 90kVA, Direct MPR, Data Export, Copy Composer, Neuro Filter, ConnectProHIS/RIS, Volume Viewer on console</p> <p>Hardware: Arm Support assy, Barcode reader, Rear gantry Control panel, Track Ball, Straps Auto Traction, Table tray IV Pole, Low profile head holder, Body strap, Catheter Bag holder, Rear cable cover, 19" monitors – 2</p> <p>Key Features:</p> <ul style="list-style-type: none"> • Exclusive VariSpeed allows full 360 degree rotation in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0 seconds, ensuring short breath holds, more comfortable exams and flexibility. • ASiR* (Adaptive Statistical Iterative Reconstruction) Dose reconstruction technology • Routine thin slice scanning, as thin as 0.625mm helping to optimize lesion detection and facilitating the use of thinner images for sagittal, coronal, oblique, and volume image presentation and review. • Efficient gantry geometry design delivers equivalent imaging flux performance compared to a system with larger geometry and higher generator power. • IQ Enhance (IQE) reconstruction reduces helical Artifact Index in thin slice helical scanning. This reduction in artifacts makes it possible to scan at faster helical pitches. <p>#</p> <ul style="list-style-type: none"> • GE proprietary, advanced interpolation algorithms balance slice profile, helical pitch, image noise, and required technique. • Image decomposition to: <ul style="list-style-type: none"> - Retrospective thin images from data sets where thicker images were initially reconstructed - Facilitates more detailed image analysis - Improves 3D and reformat visualization • Dose Check, a tool that helps the user to estimate and check the dose delivered in clinical practice. It is based on the standard XR-25-2010 published by the Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA) XR-29 Compliant. <p>Xtream Suite workflow management built to help you maximize productivity;</p>

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Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none">• Xstream 12" gantry display• One-touch protocol workflow• 10 Prospective Multiple Reconstruction• Volume Viewer 3D reconstruction capabilities• Direct Multi-Planar Reformatting (MPR)• Exam Split(Optional) allows multi-anatomic exams to be read in separate anatomic sections.• Direct Connect (AW4.3** and later)• Xstream Injector (option)• SmartPrep with Auto Trigger• Real-time Scout <p>Other features include:</p> <ul style="list-style-type: none">• Two 19" monitors• Up to 1730 mm scannable range for full body trauma scans.• In room start button mounted on gantry with countdown display• Built-in breathing lights with a countdown timer,• 0.35mm isotropic microVoxel* image resolution reconstruction algorithms• Hyperplane* and Crossbeam*, providing virtually artifact-free images and optimized slice profile at any pitch,• Chest Kernel can let the user perform only one reconstruction• IQE enables faster anatomical coverage <p>Dose Management Leadership</p> <p>OptiDose management features: new bowtie filters optimized for adult and pediatric body exams, full 3D dose modulation, color coding for kids, tracking collimator hardware and software for x-ray beam tracking to name a few of GE's dose optimization features, all based on the ALARA principle.</p> <p>This product complies with the NEMA XR29-2013 / MITA Smart Dose Standard.</p> <p>Gantry:</p> <ul style="list-style-type: none">• Advanced slip ring design continuously rotates generator, tube, HiLight matrix detector and data acquisition system around the patient.• Performix Ultra tube• Matrix II detector and digital data acquisition system• 70cm Aperture with scan field of 50cm• Short geometry design: 95cm tube-to-detector distance• Rotational speeds: 360 degrees in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0 seconds• Tilt: +/- 30 degrees in half-degree



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Item No.	Qty	Catalog No.	Description ¹
			<p>increments with a speed of 1 degree/second</p> <ul style="list-style-type: none"> • Remote tilt from operator's console • Integrated breathing lights & countdown timer • Integrated start scan button with countdown timer to indicate when x-ray will turn on • Scan plane toward front of gantry for improved positioning access • Laser Alignment Lights: Define both internal and external scan planes to E 1 mm accuracy <p>Table:</p> <ul style="list-style-type: none"> • Table load capacity of 227 kg (500 lb) with +/- 0.25 mm of position repeatability • Horizontal range: up to 1700 mm <p>Detector and DAS:</p> <p>The Volara 30-bit Digital data Acquisition System (DAS), with 1968 views per rotation, delivers high processing power for high-resolution images and low-dose performance. It reduces noise up to 33% for outstanding image quality, even in difficult areas such as the shoulders and hips, and in large patients.</p> <p>X-ray Tube:</p> <p>Performix Ultra tube unit offers an optimized design for exams requiring a large number of scans without tube cooling delays.</p> <ul style="list-style-type: none"> • Anode Heat Storage Capacity: 6.3 MHU • Heat Dissipation: Anode (max) 840 KHU/min <p>High Voltage Generator</p> <p>High Frequency on-board generator allows for continuous operation during scan.</p> <ul style="list-style-type: none"> • 53.2 kW output power • kVp: 80, 100, 120, 140 • mA: 10 to 440 mA, 5 mA increments to better adapt to the patient. <p>Xstream Operator Console</p> <p>The console and optional table are designed to enable the efficient use of space while enhancing clinical workflow and technologist comfort.</p> <ul style="list-style-type: none"> • When selecting a CT scanner to meet your needs the primary concern should be the clinical performance of the system, not specifications. Specifications alone don't tell you how the scanner will perform. To understand true clinical performance of the system, you have to consider how well the scanner delivers three things - image quality, coverage, exam speed - and whether it can deliver all three at once. The Optima CT540 CT Scanner offers a balanced design enabling it to deliver clinical performance. <p>Regulatory compliance: this product is designed to comply with applicable standards under the radiation control for health and safety act of 1968. This product is designed</p>



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			<p>to comply with applicable standards under the Radiation Control for Health and Safety Act of 1968. Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health. This product is a CE compliant device which satisfies regulations regarding Electro-Magnetic Compatibility (EMC) and Electro-Magnetic Interference (EMI), pursuant to IEC-60101-1 and all applicable collateral and particular standards. MDSCICS NP</p> <p>This product complies with NEMA Standard 29-2013 / MITA Smart Dose Standard.</p> <p>Warranty</p> <p>This product, including the accompanying X-ray tube, comes with a one year warranty</p> <p>Availability</p> <p>Since GoldSeal Refurbished Equipment may be offered simultaneously to several customers, its sale to you is subject to availability and subject to prior sale at the time you offer to purchase it. If the equipment is no longer purchase it. If the equipment is no longer GoldSeal Refurbished Equipment in our inventory that meets your needs, and (2) if substitute equipment is not acceptable to you, GE will cancel your order and refund any deposit you have paid us for the canceled order.</p>
2	1	B7580GA	<p>RT Standard Cable Set</p> <p>Standard Cable Set</p>
3	1	B78552CA	<p>CT Operator Console Desk</p> <p>The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.</p> <p>The Freedom workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.</p> <p>It offers sit/stand and horizontal/vertical monitor flexibility. It can also help reduce noise and heat with remote location options of</p>



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Item No.	Qty	Catalog No.	Description
			the console. The non-adjustable Freedom workspace version is 1300mm long x 895mm wide x 850mm height and weighs 55.8kg.
4	1	B77322CA	Chair CT chair
5	1	B7900LC	Low Dose CT Lung Screening Option with Indication For Use This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths. All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to the quality scanners that satisfy both patient and physician needs. The new protocols, do include the choice for the user to be able to utilize GE Healthcare's industry-leading technologies such as ASiRTM, ASiR-VTM and VeoTM that are designed to reduce image noise, which is undesirable for physicians looking for small nodules. This option contains two documents. Lung Cancer Screening Option Reference Protocol Guide, and the Lung Cancer Screening Option User Manual / Technical Reference Manual i) The following GE Healthcare CT scanners are qualified to receive the new low dose CT Lung Cancer Screening Option: LightSpeed 16, BrightSpeed Elite, LightSpeed Pro16, Optima CT540, Discovery CT590 RT, Optima CT580, Optima CT580 W, Optima CT590 RT, LightSpeed Xtra, LightSpeed RT16, LightSpeed VCT, LightSpeed VCT XT, LightSpeed VCT XTe, LightSpeed VCT Select, Optima CT660, Revolution EVO, Discovery CT750 HD, Revolution HD, Revolution CT, Revolution Frontier. ii) Moyer V. Screening for Lung Cancer: U.S. Preventive Services Task Force Recommendation Statement. Ann Intern Med. 2014;160:330-338. http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFinal/I



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Item No.	Qty	Catalog No.	Description
6	1	B7864KH	<p>Fx Exam Split On Oc</p> <p>FX Exam Split</p> <p>Pre-requisite: ConnectPro</p> <p>Exam Split simplifies anatomy-specific physician review and billing by providing customers with the capability to split a series of patient images back into individual procedures or groups.</p> <p>With Exam Split the user retrospectively selects the first and last image in a group and attaches them to one of the accession numbers in the exam. They then select the next group of images for attaching to each successive accession numbers. This accession number is what ties the exam to billing codes, and comes from the customer RIS (Radiology Information System).</p> <p>Exam Split FX integrates the image groups pre-defined in the scan order with your RIS, and notifies physicians when their image groups are ready to read. Their new smaller image groups can then be networked to separate review locations for multiple "reads" and appropriate billing on select patient exams.</p> <p>This application can be run in one of two modes (hard and virtual) to support hosts that do and do not support Gray Scale Presentation State (GPSPS). Virtual mode provides ability to send window level values, flip & rotate images, and has compatibility with MPPS. Customers using Exam Split also require Radiology Information System or Modality Worklist support.</p>
7	1	E4502BB	<p>CT Main Disconnect and UPS Control 380-480V 50 60Hz 90A</p> <p>Main Disconnect Panel (MDP) UL 90A 400/480V 50/60Hz 3 phases for CT, PET and PETCT</p> <p>The (Main Disconnect and UPS Control Panel serves as the main facility power disconnect source installed ahead of the CT system PDU. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The optimized design PDB saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. The 24-volt low voltage controls all power, using either the panel cover mounted EMERGENCY OFF push button or the remote EMERGENCY OFF push button included with each system. The PDB is painted to match the imaging system for a total coordinated system appearance. Available in a combination surface\semi-flush mounted enclosure. The</p>



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Item No.	Qty	Catalog No.	Description
			<p>system provides stock availability of otherwise special-order devices, saving time and installation costs.</p> <p>Benefits</p> <ul style="list-style-type: none"> • The System Main Disconnect saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel • The system provides stock availability of otherwise special-order devices, saving time and installation costs • Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly • UPS emergency power-off functions are included for future, partial system UPS addition. • Disconnects system power on first loss of incoming power, preventing damage to system components • Provides a standardized platform for UPS or other future GE engineered modifications or upgrades • Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out • The door has provisions for padlocking • Enclosure door is interlocked with ON / OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position <p>Features</p> <ul style="list-style-type: none"> • Optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems • UL, cUL listed, and CE labeled • Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long-life LED pilot lights • Provides overcurrent and short circuit protection with GE GuardEON solid-state circuit breakers • Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available short circuit current is 25,000A or less for compliance to all electrical codes • Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code • Factory wired and tested • All devices are selected for high reliability and long life



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Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> Panel disconnect provides OSHA lockout / tag out provisions <p>Remote EPO</p> <ul style="list-style-type: none"> This MDP comes with two normally closed contact blocks attached to the back of the emergency off push button. <p>Seismic Specifications</p> <ul style="list-style-type: none"> This Panel has been certified by an independent California structural engineer in conformance with the shake testing requirements of ICC-AC 156. The California OSHPD number is OSP-0457-10. The seismic performance characteristics are as follows: SDS(g) # 2.56; z/h # 1.0 ; Ip # 1.5 <p>Physical Characteristics</p> <ul style="list-style-type: none"> Dimensions: Height x Width x Depth: 24 x 16 x 7 inches (610 x 407 x 178 mm) Handle depth: 2.75 inches (70 mm) Weight: 46 pounds (21 kg) <p>Components supplied with each panel</p> <ul style="list-style-type: none"> The Main Disconnect and UPS Control Panel An Installation, Operations & Service Manual (2) sets of Emergency Power Off pushbuttons with 2NC on each EPO Drawings and Electrical Schematics
8	1	E8016AZ	<p>CT Table Slicker with Cushion - 1700 Systems (2-pc Set)</p> <p>CT Table Slicker with Cushion - 1700 Systems (2 Piece Set)</p> <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none"> Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids Increase system uptime by protecting table from spills and particulate contaminants Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas <p>COMPATIBILITY</p> <ul style="list-style-type: none"> VCT with GT 1700 Table, CT HD750
9	1	E8016BA	<p>CT Footswitch Slicker - 2000 & 1700 Systems</p> <p>CT Footswitch Slicker - 2000 & 1700 Systems</p>



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Item No.	Qty	Catalog No.	Description
			The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro...H
10	1	W0113CT	<p>CT TiP Training Package, 6 Days Onsite and up to 10 Hours remote training</p> <p>CT TiP Training Package, Non Discountable 6 onsite days covered in two site visits and up to 10 hours remote training.</p> <p>Onsite training and TVA are delivered Monday through Friday between 8AM and 5PM. T&L expenses are included.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>
11	1	R24013AC	<p>Standard Service License</p> <p>GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.</p>

Quote Summary:

Total Quote Net Selling Price **\$207,000.00**

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



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Options

(These items are not included in the total quotation amount)

Item No.	Qty	Catalog No.	Description	Ext Sell Price	
12	1	B7999ZA	<p>2 Phase Uninterruptible Power Supply</p> <p>Uninterruptible Power Supply</p> <p>Exide Uninterruptible Power Supply. Custom Designed Firmware to Interconnect with LightSpeed Pro, LightSpeed RT, Optima and BrightSpeed Systems.</p> <p>The UPS Primarily Backs Up the System Computer Functions. Bridges Short Power Outages and Provides Time for Crossover from Normal Main Power to Emergency Power. Must be Located Within Eight Feet of the PDU.</p>	\$18,600.00	X_____
13	1	E80141DA	<p>MEDRAD Stellant D DualFlow ISI-ready on pedestal mount with Certegra Workstation</p> <p>GE Healthcare now offers the Medrad Stellant D injector with Certegra workstation. The dual syringe CT injection system is reliable and easy to use. It features saline flush and DualFlow capabilities allowing users to test vein accesses with saline, and prime patient tubing with saline to save contrast. Medrad Stellant D CT Injection System users are armed with:</p> <ul style="list-style-type: none"> • Automation features to help maximize throughput: integrated auto load, auto retract, auto prime and auto syringe sensing • Save up to 250 protocols • Quick, easy install and detachment • Check for air confirmation button and arming on the injector head • Pressure monitor graph and flow profile preview • Up to 6 phases including pause and hold capabilities 	\$51,280.00	X_____

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Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<ul style="list-style-type: none">• Programmable pressure limit• Colour touch screen• Either ceiling counterpoise or pedestal-mount configurations <p>Certegra Workstation</p> <p>From study set-up and preparation to study administration and results management, the Certegra Workstation serves as a workflow-centralized technologist interface to help users enhance efficiencies and patient care, enabling options such as P3T 2.0 (Personalized Patient Protocol) software environment. The benefits of DualFlow (simultaneous injection of contrast and saline)</p> <ul style="list-style-type: none">• Provide more uniform attenuation of the right and left ventricles• Minimize artefacts by achieving proper attenuation levels• Visualize the right coronary arteries and right ventricles in a single study by achieving more uniform attenuation <p>Pedestal-mount configuration includes:</p> <ul style="list-style-type: none">• Dual injector head on pedestal with integral IV pole• Syringe heat maintainer• Certegra Workstation with USB drive• DualFlow software• ISI-ready software to accept ISI900G integrated injector option†• Base control unit• 22.8 m (75 ft) head extension cable• 7.6m (25 ft) base to display cable• Power cord, North America• Power cord, International• Product information package• Operations manuals	



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Q-Exp-Date: 12-28-2018

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<ul style="list-style-type: none">• Installation, customer's operational training at time of installation, and one year full on-site warranty in Bayer service countriesSystem Specifications• Flow Rate (range & increments): 0.1 to 10 ml/sec in 0.1 ml increments• Volume (range & increments): 1 ml to syringe capacity in 1 ml increments• Programmable Pressure Limit 200 ml syringe: 325 psi, 2241 kPa• Scan delay: 0-300 seconds (5 minutes) in 1 second increments• Pause: 1-900 seconds (15 minutes) in 1 second increments• Hold: maximum HOLD time is 20 minutes• Syringes (volume capacity): 200 ml sterile disposable syringe• Number of phases: 6• Number of protocols: 250• Electrical Requirements (VAC/Hz): 100-240 VAC, 50/60 Hz• Syringe Heat Maintainer Range: 35 °C +/-5, 95 °F +/-9• Dual Injector Head: 15.5 cm (6.1") H x 30.7 cm (12.1") W x 36.8 cm (14.5") D, 8.1 kg (17.0 lb) without syringe• Certegra Workstation (CWS): 34.2 cm (13.5") H x 40.0 cm (15.8") W x 30.0 cm (10.2") D, 8.0 kg (17.6 lb)• Base Unit: 29.2 cm (11.5") H x 27.9 cm (11.0") W x 22.2 cm (8.8") D	

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



GE Healthcare Terms & Conditions

with Positron Emission Tomography, Computed Tomography and DoseWatch Additional Terms & Conditions

1. Definitions. As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software (does not include SaaS); "SaaS," or software as a service, is non-exclusive and non-transferable access and use of a GE Healthcare web or mobile-based platform and/or software application and associated support; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare Digital Products" are: (i) Software or SaaS identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product or SaaS as made available by GE Healthcare to Customer.

2. Term and Termination. Software licenses, Services and/or SaaS will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate it. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

4.1.1. Cancellation. If Customer cancels an order prior to shipment without GE Healthcare's written consent, GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software or SaaS Quotations, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2. Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment is subject to availability. If it is no longer available, (i) GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and (ii) if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2. Site Preparation. Customer is responsible for network and site preparation, including costs, in compliance with GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3. Transportation, Title and Risk of Loss. Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.

4.4. Delivery, Returns and Installation. Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Products requiring installation, if GE Healthcare delivers the Product but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.

4.5. Information Technology Professional Services ("ITPS"). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital Products.

4.6. Acceptance.

4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2. Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3. Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.7. Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9. Audit. GE Healthcare may audit Customer's use of Software and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare Digital Product.

5. Security Interest and Payment.

5.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2. Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

5.4. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

5.5. Lease. If Customer leases a Product, it continues to be responsible for payment obligations under this Agreement.

6. Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. General Terms.

7.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

7.2. Governing Law. The law of the state where the Product is installed, the Service is provided or the SaaS is accessed will govern this Agreement.

7.3. Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

7.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, SaaS or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

7.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's end.

7.6. Intellectual Property. GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, SaaS, Documentation and statements of work related to a Quotation ("SOW") or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, SaaS and related Documentation, and GE Healthcare may use it in an unrestricted manner.

8. Compliance.

8.1. **Generally.** Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products or using SaaS for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products or SaaS have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.

8.2. **Security.** GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; or (vi) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK, PRODUCT OR SAAS IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

8.3. **Environmental Health and Safety ("EHS").** GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

8.4. **Parts and Tubes.** GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

8.5. **Training.** GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product or SaaS use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product or SaaS. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services or SaaS purchase, the respective start date for Services or SaaS; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period, other than because of GE Healthcare's fault, training expires without refund.

8.6. **Medical Diagnosis and Treatment.** All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

8.7. **Connectivity.** If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

8.8. Use of Data.

8.8.1. **Protected Health Information.** If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

8.8.2. **Data Rights.** GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products, Services and/or SaaS for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all the property rights resulting from such collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

8.9. **Customer Policies.** GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

8.10. **Insurance.** GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

8.11. **Excluded Provider.** To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

9. Disputes, Liability and Indemnity.

9.1. **Dispute Resolution.** The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software; and/or (iii) terminate Customer access to the SaaS or remote hosted Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

9.2. **Limitation of Liability.** GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE, SAAS OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE, SAAS OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

9.3. **Exclusion of Damages.** NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (i) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (ii) PROFIT, DATA OR REVENUE LOSS; OR (iii) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

9.4. **IP Indemnification.** GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment, Software or SaaS in accordance with the Specifications, Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

9.5. **General Indemnification.** GE Healthcare will indemnify and defend Customer against and pay for Customer losses arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

Customer will indemnify and defend GE Healthcare against and pay for GE Healthcare losses arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product or SaaS; (c) modification of the Product or SaaS; or (d) material breach of this Agreement.

For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification and may retain counsel at its own expense; and (ii) the indemnifying party is not responsible for any settlement without its written consent.

10. **Notices.** Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.

11. **Positron Emission Tomography ("PET") and Computed Tomography ("CT").** Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

12. **CT Uptime Commitment.** GE Healthcare will provide an uptime commitment during warranty for CT Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the CT Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the CT Equipment. The "**Uptime Commitment**" for CT Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE Healthcare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

<u>% Less than Uptime Commitment</u>	<u>Warranty Extension</u>
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

$$\left(\frac{\text{UptimeBase} - \text{Downtime}}{\text{UptimeBase}} \right)$$

"**Uptime Base**" = ("a" hours per day X "b" days per week X 26 weeks) - (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for the CT Equipment. "**Downtime**" is the number of hours during which the CT Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the CT Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("**Critical Malfunction**"). Downtime ends when the CT Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

13. **DoseWatch Device License.** Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license. "**Device**" is specific Customer equipment approved by GE Healthcare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE Healthcare's then-current rates.

14. **Software as a Service Terms.**

14.1. **Scope.** GE Healthcare will provide Customer with the SaaS in accordance with the terms of this Agreement and its Documentation. GE Healthcare will assist Customer with technical issues via phone, email or online support as provided generally to SaaS customers.

14.2. **Term and Termination.** The SaaS term is identified in the Quotation and renews automatically for the same duration as the initial term unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, price increases will be communicated with 90 days' prior written notice. SaaS Quotations are not cancellable, except that either party may terminate the SaaS after the initial SaaS term or any subsequent renewal period by providing at least 90 days' prior written notice to the other party. On termination or expiration of the SaaS: (i) Customer must immediately discontinue use of the SaaS and return any associated leased hardware to GE Healthcare; (ii) GE Healthcare will remove Customer's access; (iii) GE Healthcare may destroy information, images or data, including PHI, associated with a patient ("**Patient Information**") or otherwise; (iv) Customer must destroy its copies of Documentation; (v) Customer must immediately pay all fees due; and (vi) all rights and obligations of the parties terminate, except those that accrued prior to termination, expiration or as otherwise identified in this Agreement.

14.3. **Payment.** Payment terms are in the Quotation. Travel, living and incidental project-related expenses are Customer's responsibility and

will be invoiced separately as incurred.

14.4. Access and Use. Customer must ensure: (i) use of the SaaS is consistent with this Agreement; (ii) the SaaS is used only for its internal business operations in the United States; (iii) the SaaS is not accessed by non-Customers, unless GE Healthcare consents and then Customer must ensure that those users comply with this Agreement and any terms of use prompted by the SaaS; and (iv) users maintain individually-assigned confidential user identifications and control mechanisms to access the SaaS. Customer will notify GE Healthcare immediately of unauthorized access to or use of a user name, password or other breach of security. GE Healthcare may disable any user name, password or other identifier if it believes Customer has breached this Agreement. If GE Healthcare provides connectivity software with the SaaS, Customer will be granted a license to it for the term of the SaaS in accordance with the Software License terms set forth in this Agreement. GE Healthcare may charge additional fees if Customer requires professional services or additional hardware resources.

14.5. Patient Information. Customer must: (i) obtain necessary consent from patients for use, access, disclosure and transfer of Patient Information; (ii) develop, implement and train users on privacy and security policies in compliance with applicable laws and regulations and ensure compliance with those policies; (iii) provide GE Healthcare with a copy of those policies and patient consents on request; (iv) not use, disclose, access or transfer Patient Information that has been opted out without express consent from the respective patient(s); and (v) comply with changes in laws and regulations regarding patient consents related to the use of clinical, administrative or financial information.

14.6. Content. GE Healthcare does not own, control, verify or endorse: (i) non-GE Healthcare content uploaded to the SaaS; or (ii) access to or use of the SaaS granted by Customer. Customer is responsible for content that it uploads, accesses or uses. Reliance on content uploaded to the SaaS is at Customer's own risk. The SaaS may contain tools that may only be used by qualified healthcare providers, and it is the Customer's and/or healthcare provider's responsibility to use its independent medical and professional judgment to make clinical or financial decisions. Uploaded or created content may be deleted upon reasonable notice.

14.7. Modifications. GE Healthcare may, with notice: (i) withdraw or amend all or part of the SaaS; and (ii) restrict access for maintenance or other reasons. Revisions are effective when made by GE Healthcare.

14.8. Prohibited Activities. Customer must not use the SaaS, and ensure the SaaS is not used, to: (i) transmit or upload promotional material or objectionable content; (ii) engage in conduct that adversely affects another person or entity or otherwise exposes them to liability; (iii) promote or assist in illegal activity; (iv) access, use or interfere with the proper working of the SaaS or any related server, computer or database unless authorized by GE Healthcare; (v) introduce viruses, trojan horses, worms, logic bombs or other harmful material; (vi) modify, reverse engineer, copy or create derivative works of the SaaS; (vii) remove or modify labels or notices of proprietary rights of the SaaS or Documentation; or (viii) use the SaaS outside of the scope defined in this Agreement or the Quotation.

14.9. Audit. GE Healthcare may audit Customer's use of the SaaS to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's access to or use of the SaaS.

14.10. Disclaimer of Warranties. GE HEALTHCARE DOES NOT WARRANT THAT THE SAAS WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. GE HEALTHCARE WILL NOT BE LIABLE FOR ANY LOSS CAUSED BY AN ATTACK, VIRUS OR OTHER EVENT THAT AFFECTS CUSTOMER'S USE OF THE SAAS OR CONTENT OBTAINED THROUGH IT. OTHER THAN ANY UPTIME COMMITMENT, THE SAAS IS PROVIDED IN ACCORDANCE WITH ITS DOCUMENTATION ON AN "AS AVAILABLE" BASIS. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, GE HEALTHCARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR TO THE ACCURACY, RELIABILITY OR USEFULNESS OF STATEMENTS, CONTENT, OR PRODUCTS OR SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SAAS. GE HEALTHCARE MAKES NO WARRANTY THAT THE SAAS OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, MEET CUSTOMER REQUIREMENTS, OR THAT DEFECTS WILL BE CORRECTED.

14.11. Customer Indemnity. In addition to other indemnification obligations in this Agreement, Customer will indemnify and hold GE Healthcare harmless against damages that GE Healthcare becomes legally obligated to pay related to: (i) content, format, inaccuracy or incompleteness of Patient Information uploaded by Customer or users; (ii) consent for use, access, disclosure and/or transfer of Patient Information; (iii) use of the SaaS by Customer or users in any manner not authorized in writing by GE Healthcare; (iv) Customer's intellectual property infringement or privacy violations; (v) investigations by law enforcement, technical disruption, or Customer's use or access of the SaaS; (vi) Customer's or users' breach of this Agreement with respect to the SaaS; and (vii) violations of federal or state wage and hour laws alleged by third parties or Customer employees.



GE Healthcare Warranty Statement

1. Warranty.

1.1. **Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "**Disabling Code**" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is **not Disabling Code**.

1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in **no event more than 1 year**. If no warranty is identified, the Used Equipment is provided "AS IS" and is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

1.6. **Third Party Product.** Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) adjustment, alignment, calibration, or planned maintenance; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare; (ix) Products immersed in liquid; and (x) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components), except Optima XR240amx partial upgrades, which are warranted for 1 year

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is

caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

MX150 Vascular and Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer ("OEM") guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

Optima X-Ray 240amx: 2 years (excluding detectors, which are standard)

Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

GE OEC New or Exchange Service/Maintenance Parts: 3 months

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers and peripherals purchased with them: 3 years (5 years for LOGIQ e and Venue 50), except the following have a 1 year warranty:

Transducers: TEE probes, including: 6Tc-RS, 6VT-D and 9T-D

Carts: Venue 50 Docking Cart, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, and LOGIQ V1/V2 Cart

Other Accessories: Batteries (internal & external), TEE cleaning & storage system, ICECard Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

LOGIQ P9 R2.5 and newer, LOGIQ F8 (2016 model and newer), LOGIQ V5 and Vivid T8 along with related transducers and peripherals purchased with them: 3 years (5 years for LOGIQ P9 R2.5 and newer), except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers

Warranty covers defective parts and components and includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Venue, along with related transducers purchased with it: 5 years, except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external), peripherals and printers

Warranty covers defective parts and components and includes: (i) phone support and remote repair via InSite and telephone from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental damage.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

B105 and B125 Patient Monitors: 3 years parts and labor coverage with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

MAC 800, 1200, 1600, 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

CARESCAPE T14 Transmitter: 2 years

SEER 1000: 2 years

Exergen: 4 years

Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater coil rod

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Blood pressure cuffs and related adaptors and air hoses: 1 month

Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first

Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

Tec 850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

Exhibit D

C-Arm



Quote Number: 10099

Lease Termination with Asset Purchase

04/24/2020

Thank you very much for leasing with GE HFS, LLC. To terminate lease 510001936-3 and purchase the OEC 9900 Elite Digital Mobile Super C-Arm from GE HFS, LLC, requires a payment from Cable & McCormick, A Professional Corporation to GE HFS, LLC totaling \$112,101.16.

The detailed summary of the amount is as follows:

Sales Price:	\$110,685.12
Estimated Property Tax:	\$1,416.04
Total	\$112,101.16

This quote assumes the contract is current and in good standing for the periods through and including 05/31/2020 (the "Quote Effective Date"), including, to the extent applicable, the payment of all rents payable in arrears which relate to any period prior to and including the Quote Effective Date (even if billed after the Quote Effective Date) and is void if these conditions are not met. We require a notice of acceptance before 05/21/2020.

If you would like to take advantage of this lease termination, please call me at (414)378-7675 so that I may forward you the invoice/Bill of sale and document your acceptance.

Thank You

David Kelsey
Senior Portfolio Manager

Exhibit E

Ultrasound

Logiq E9



Quote Number: 10100

Lease Termination with Asset Purchase

04/24/2020

Thank you very much for leasing with GE HFS, LLC. To terminate lease 510001936-5 and purchase the GE Logiq E9 from GE HFS, LLC, requires a payment from Cable & McCormick, A Professional Corporation to GE HFS, LLC totaling \$139,607.20.

The detailed summary of the amount is as follows:

Sales Price:	\$137,967.52
Estimated Property Tax:	\$1,639.68
Total	\$139,607.20

This quote assumes the contract is current and in good standing for the periods through and including 05/18/2020 (the "Quote Effective Date"), including, to the extent applicable, the payment of all rents payable in arrears which relate to any period prior to and including the Quote Effective Date (even if billed after the Quote Effective Date) and is void if these conditions are not met. We require a notice of acceptance before 05/08/2020.

If you would like to take advantage of this lease termination, please call me at (414)378-7675 so that I may forward you the invoice/Bill of sale and document your acceptance.

Thank You

David Kelsey
Senior Portfolio Manager

Exhibit F

X-Ray

Bill

Diagnostic Imaging of Alaska
3801 University Lake Drive
Suite 300
Anchorage AK 99508-5222

Date	Ref. No.
09/14/2018	0001

Vendor
Denali Orthopedic Surgery

PAID

Bill Due	09/24/2018
Terms	
Memo	X ray equipment

Expenses

Account	Memo	Amount	Customer: Job	Class
Equipment & Furnishings - 3801	Purchase of x ray equipment for DJA	25,000.00		

Expense Total : 25,000.00

Bill Total : \$25,000.00

U4/3

LA20-111 REV. C

X-RAY GENERATOR SYSTEM

REF QG-40

SN QG40-13A-0110



2013-01

Quantum Medical Imaging, LLC
2002-B Orville Drive North
Ronkonkoma, NY 11779 USA

LA20-016 REV. C

Complies with FDA radiation performance standards set forth in CFR 21 Subchapter J applicable at date of manufacture

50 Hz 208-260 V ~ 150A 1-PHASE

MODEL REF QG-40G

SN QG40G-13A-0110

MAX. MA 500

MAX. KVP 125

AMP MOM. 279 (@240VAC)

AMP L.T. <1.0

MANUFACTURED January 2013



2013-01

Quantum Medical Imaging, LLC
2002-B Orville Drive North
Ronkonkoma, NY 11779 USA

LA20-026 REV. C

Exhibit G

MRI Coils

CT Injection



Cardholder Activity Summary

Account Number Credit Limit	Total Activity	Payments and Other Credits	Balance Transfer Activity	Cash Advance Activity	Purchases and Other Charges	Fees Charged
HARDY, KAYLA						
20,000	5,054.28	-501.60	0.00	0.00	5,530.88	25.00
MCCORMICK, JOHN J						
48,000	339.09	0.00	0.00	0.00	339.09	0.00

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
		DIAGNOSTIC IMAGING OF AK		
		Account Number: 8879		
		Payments and Other Credits		
01/07	01/07	BA ELECTRONIC PAYMENT	00773400000847000013707	9,500.00
01/15	01/14	BA ELECTRONIC PAYMENT	01473400000847000012619	5,000.00
01/25	01/25	BA ELECTRONIC PAYMENT	02573400000847000008135	12,000.00
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		\$26,500.00

BEUTLER, KORTNEY

Account Number: 7630

		Purchases and Other Charges		
12/27	12/26	CHARTERCOLL 775-284-9905 NV	24492158360894145156148	2,551.27
12/27	12/26	ALASKA COMMUNICATIONS 907-5638000 AK	24453888361000013476877	468.01
12/28	12/26	OFFICEMAX/DEPOT 6159 ANCHORAGE AK	24445748361500256998567	689.96
12/31	12/28	BEST BUY 00017608 ANCHORAGE AK	24399008362295002051910	154.99
01/02	12/30	TESORO 60077 PALMER AK	24299108365004187102811	32.13
01/02	12/30	ESSENTIAL 1 WASILLA AK	24129428365100001650528	52.99
01/02	12/29	U-HAULDEES RENTAL PALMER AK	24445009001300220639675	120.82
01/07	01/04	CTS CASH BOOTH ANCHORAGE AK	24717059004270047332528	17.00
01/07	01/04	THE HOME DEPOT #1301 ANCHORAGE AK	24610439005010179792672	31.39
01/07	01/04	ALASKA INDUSTRIAL HARDWARE ANCHORAGE AK	24323009005636000012309	121.96
01/07	01/05	CTS CASH BOOTH ANCHORAGE AK	24717059005270059489595	17.00
01/07	01/04	COSTCO WHSE #0063 ANCHORAGE AK	244310690058980002344097	19.90
01/07	01/04	COSTCO WHSE #0063 ANCHORAGE AK	24431069005898000021283	125.73
01/07	01/05	FRED MEYER #0649 PALMER AK	24445009005300252715001	22.61
01/07	01/05	FRED MEYER #0656 ANCHORAGE AK	24445009005300252715183	509.54
01/07	01/05	U-HAUL MOVING & STORAGE OPALMER AK	24445009006500260632358	1.98
01/07	01/05	THE HOME DEPOT #1302 ANCHORAGE AK	24610439006010184227523	62.21
01/07	01/04	BAILEY'S RENT-ALL ANCHORAGE AK	24122599006030020754045	200.00
01/08	01/06	TESORO 60077 PALMER AK	24299109007000880066966	38.71
01/08	01/06	TESORO 60077 PALMER AK	24299109007000880066958	39.72
01/08	01/05	U-HAUL MOVING & STORAGE OPALMER AK	24445009007200045551143	3.00
01/08	01/05	U-HAUL MOVING & STORAGE OPALMER AK	24445009007200045551226	136.74
01/08	01/06	FRED MEYER #0649 PALMER AK	24445009007300243327252	64.64
01/08	01/07	UPDOX 614-798-8170 OH	24492169007719577201939	138.00
01/08	01/07	CTS SCALE HOUSE ANCHORAGE AK	24717059007170077758542	31.00
01/08	01/07	CTS SCALE HOUSE ANCHORAGE AK	24717059007170077758575	22.00
01/09	01/07	HOLIDAY STATIONS 0632 ANCHORAGE AK	24431059008838000588293	25.55
01/09	01/07	U-HAUL CT ANCHORAGE ANCHORAGE AK	24445009008500227376345	76.12
01/09	01/07	U-HAUL CT ANCHORAGE ANCHORAGE AK	24445009008500227376428	3.00
01/09	01/07	RELIABLE APPLIANCE ANCHORAGE AK	24003419008900012750362	750.00
01/09	01/09	PROVIDIAN MEDICAL EQUI 440-833-0460 OH	24692169009100636575792	18,962.50
01/10	01/09	FRESHBOOKS 416-4816946-DE	24269759009900013500011	60.00
01/11	01/09	THE HOME DEPOT #1302 ANCHORAGE AK	24610439010010179768030	185.88
01/11	01/09	ORECK FLOOR CARE CENTER ANCHORAGE AK	24498139010030041613399	158.00
01/11	01/11	CHEVRON 0098557 ANCHORAGE AK	24692169011100725904750	37.82
01/11	01/09	ESSENTIAL 1 WASILLA AK	24129429010100001361230	44.10
01/14	01/10	THE HOME DEPOT #1301 ANCHORAGE AK	24610439011010179721590	61.88
01/14	01/10	THE HOME DEPOT #1301 ANCHORAGE AK	24610439011010179721608	60.78
01/14	01/11	LOWES #00289 ANCHORAGE AK	24692169011100088312815	289.86
01/14	01/10	ALASKA LIGHTING & SUPPLY ANCHORAGE AK	24498139011030044482361	268.78
01/14	01/11	CARRS FOOD #1739 PALMER AK	24431069012975014671096	811.90
01/14	01/12	ORECK FLOOR CARE CENTER ANCHORAGE AK	24498139013030089845512	79.00
01/16	01/14	OFFICEMAX/DEPOT 6159 ANCHORAGE AK	24445749015100092559927	505.06
01/16	01/14	THE HOME DEPOT #1301 ANCHORAGE AK	24610439015010179710557	20.67
01/16	01/16	FULLY 888-508-3725 OR	24492159016715268607201	1,185.00

** CT Injector **
\$15,540.00

Med Exchange International Inc
127 Ramah Cir
Agawam MA 01001

*Paid
for Invoice
via wire*

Invoice

Date	Invoice #
4/23/2019	4712

Bill To
Cable & McCormick APC 2110 E. Northern Lights Blvd. Anchorage, AK 99508

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	PM	4/23/2019			
Quantity	Item Code	Description			Price Each	Amount
	I19-0002	Medrad Stellant D, used. Software Version 105.3 SH Head SN #3014226 41761 Display SN #3014227 37579 Complete with pedestal. Includes power base, display, 50 feet head extension cable, heat maintainer, display cable and manual. Cleaned and calibrated. 90-day parts warranty in USA only.			11,500.00	11,500.00
	Shipping	Next Day Shipping			3,950.00	3,950.00
		Recorded in OB 220				
					Total	\$15,450.00
					Payments/Credits	\$0.00
					Balance Due	\$15,450.00