

**From:** [Brandon M. Hall](#)  
**To:** [Fick, Mackinze](#)  
**Cc:** [Jonathan F. Dalton](#)  
**Subject:** RE: CON 6121 [IWOV-IDOCS.FID5356868]  
**Date:** Wednesday, September 25, 2024 10:00:29 AM  
**Attachments:** [Master Equipment lease.pdf](#)  
[Letter from Bank.pdf](#)  
[Construction and other equipment.pdf](#)  
[New utilization chart.png](#)  
[form1865 for 2028.pdf](#)

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Mackinze,

1. Provide 3<sup>rd</sup> party documentation or methods and assumptions for the following categories:  
Other equipment & Construction  
Please see attached, "Construction and Other Equipment" document.
2. Provide a more detailed timeline.  
Can you elaborate on what you're looking for? Is it specific dates? As provided in the Application, upon granting of the CON, renovations will begin, and should continue into February, 2025. Installation of the device should take approximately two weeks, and another two weeks are expected for calibration and training, which should wind up by mid-to-late March, 2025. The device will begin to be used on patients by April, 2025.
3. When will the mobile unit be discontinued?  
The mobile unit will be discontinued once the new device is installed and up and running, so as to prevent a lapse in services.
4. Provide utilization for year 2021.  
See updated and attached "New Utilization Chart."
5. Provide utilization for year 2028.  
See updated and attached "New Utilization Chart."
6. The lease agreement is dated 2/27/2007. Provide a new lease.  
Lake Regional signed a master lease in 2007 and every new lease just gets added to that lease. I have attached a copy of the master lease. Please review, including the most updated lease portions and let me know if that will be sufficient.
7. The Central Bank letter states that they expect to lend \$600,000; how would the remaining \$1,711,711 be financed? Provide a letter from a financial institution or an auditors statement showing sufficient funds are available.  
Please see attached "Letter from Bank," dated Sept. 19.
8. Provide revenues and expenses for year 2028.  
Please see attached Form 1865 for 2028.

Please let us know if you have any additional questions or concerns.

Best regards,



Armstrong Teasdale LLP

Brandon M. Hall | Associate Attorney | Corporate Services Group  
7700 Forsyth Blvd., Suite 1800, St. Louis, Missouri 63105-1847  
MAIN PHONE: 314.621.5070 | MAIN FAX: 314.621.5065  
DIRECT: 314.342.8092 | Extension: 7492 | CELL: 518.727.8805  
Bhall@atllp.com  
www.armstrongteasdale.com  
Always exceed expectations through teamwork and excellent client service.

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**From:** Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>  
**Sent:** Tuesday, September 10, 2024 9:38 AM  
**To:** Jonathan F. Dalton <jdalton@atllp.com>  
**Cc:** Brandon M. Hall <BHall@atllp.com>  
**Subject:** CON 6121  
**Importance:** High

**CAUTION: EXTERNAL EMAIL**

Jon,

After review of the application, some additional information is needed.

1. Provide 3<sup>rd</sup> party documentation or methods and assumptions for the following categories: Other equipment & Construction
2. Provide a more detailed timeline.
3. When will the mobile unit be discontinued?
4. Provide utilization for year 2021.
5. Provide utilization for year 2028.
6. The lease agreement is dated 2/27/2007. Provide a new lease.
7. The Central Bank letter states that they expect to lend \$600,000; how would the remaining \$1,711,711 be financed? Provide a letter from a financial institution or an auditors statement showing sufficient funds are available.
8. Provide revenues and expenses for year 2028.

**This information is needed by Wednesday, September 25, 2024.**

*Mackinzey Fick*

Assistant Program Coordinator, Certificate of Need  
Department of Health and Senior Services  
920 Wildwood Drive, P.O. Box 570  
Jefferson City, MO 65102  
OFFICE: 573-751-6403  
FAX: 573-751-7894

EMAIL: [mackinzey.fick@health.mo.gov](mailto:mackinzey.fick@health.mo.gov)

<http://health.mo.gov/information/boards/certificateofneed/index.php>



Date: May 17, 2024

Jeff Harrison

Project: Lake Regional Hospital – CET/PT Imaging Renovation Conceptual Budget

BASE Construction & Management would like to propose the price of \$468,000 for the referenced project.

Inclusions:

1. Remove walls
2. Temporary protect area during construction.
3. Metal stud frame, sheetrock walls with lead rock.
4. Lead lined doors and frames.
5. Sheet vinyl floors in all new rooms.
6. Paint
7. Sprinklers, plumbing and HVAC.
8. Electrical

Exclusions:

1. No work other than listed specifically above.
2. No building permits
3. No mandatory vaccinations

Acceptance

\_\_\_\_\_ Name

\_\_\_\_\_ Printed Name

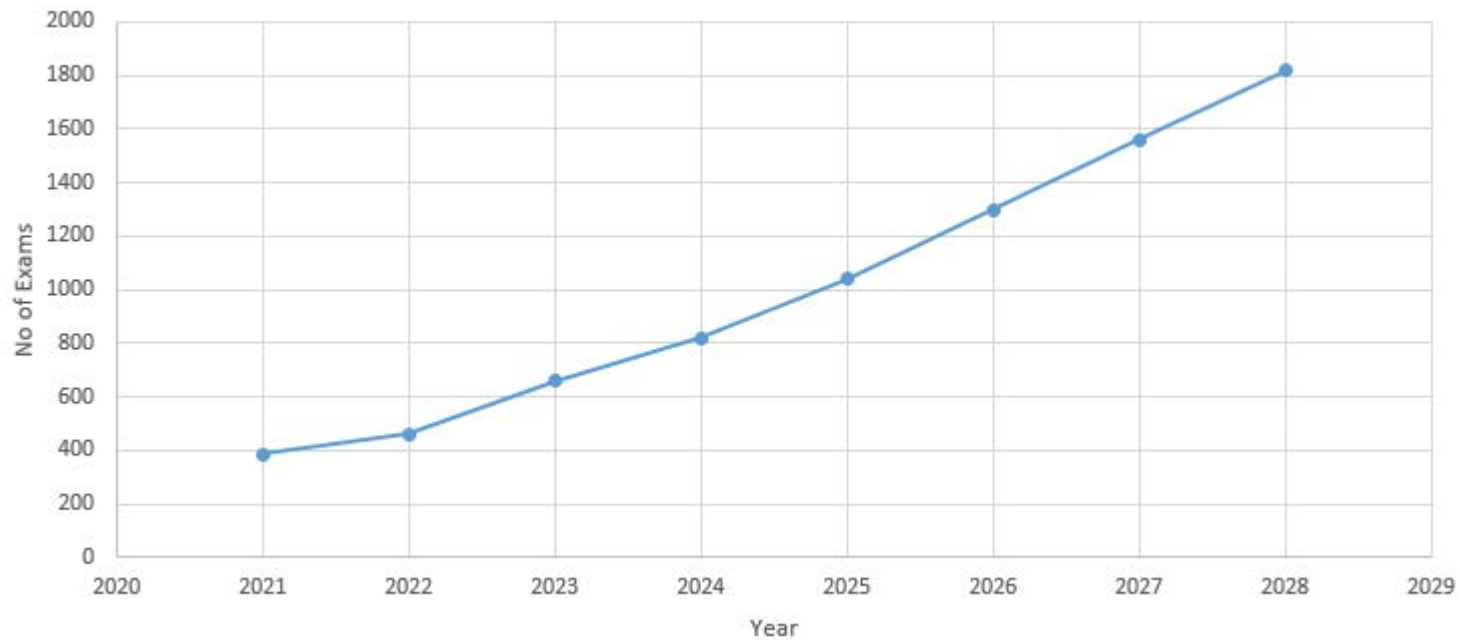
\_\_\_\_\_ Title

Thank you,

Cody T. Ritter-

Question # 1

## PET/CT utilization



**Other Equipment:**

PET Unit Dose Cabinet	25,600.00
2 Recliners for uptake room	5,800.00
Desk for control room	961.00
2 Computers	3,200.00

**Total Other Equipment 35,561.00**

Question #1



September 18, 2024

Mackinzey Fick  
Assistant Program Coordinator  
Certificate of Need  
Department of Health and Senior Services  
920 Wildwood Dr  
Jefferson City MO 65102

RE: Lake Regional Imaging Partners LLC

Dear Mackinzey:

This letter is to verify that Lake Regional Imaging Partners, LLC has sufficient, unrestricted funds of \$261,811.00 or more, in their checking accounts with Central Bank of Lake of the Ozarks.

If you have any questions, or need further information, please feel free to call me direct at 573-302-2441.

Respectfully,

Anna L. Diebold  
Vice President

Cc: Kim Gericke



# SERVICE-SPECIFIC REVENUES AND EXPENSES

**Project Title:**

**Project #:**

## Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

*Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.*

**Year**

	_____	_____	_____
<b>Amount of Utilization:*</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Revenue:</b>			
Average Charge**	_____	_____	_____
Gross Revenue	_____	_____	_____
Revenue Deductions	=====	=====	=====
Operating Revenue	=====	=====	=====
Other Revenue	=====	=====	=====
<b>TOTAL REVENUE</b>	=====	=====	=====
<b>Expenses:</b>			
Direct Expenses			
Salaries	_____	_____	_____
Fees	_____	_____	_____
Supplies	_____	_____	_____
Other	=====	=====	=====
TOTAL DIRECT	=====	=====	=====
Indirect Expenses			
Depreciation	_____	_____	_____
Interest***	_____	_____	_____
Rent/Lease	_____	_____	_____
Overhead****	=====	=====	=====
TOTAL INDIRECT	=====	=====	=====
<b>TOTAL EXPENSES</b>	=====	=====	=====
<b>NET INCOME (LOSS):</b>	=====	=====	=====

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.

**From:** [Brandon M. Hall](#)  
**To:** [Fick, Mackinzey](#)  
**Cc:** [Jonathan F. Dalton](#)  
**Subject:** RE: 6121 Concerns  
**Date:** Friday, October 11, 2024 4:06:52 PM  
**Attachments:** [Response regarding project financing.pdf](#)  
[Siemens financial lease.pdf](#)  
[Additonal information for CON.pdf](#)

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Hi Mackinzey,

Circling back on this project.

Regarding the financing: please see the attached two documents explaining things. In short, there is a bank loan, there are restricted funds being used, and the equipment is essentially self-financed by Siemens, through lease payments.

Regarding the unit, I confirmed it is mobile. It is stationary in the sense that the unit comes in a semi-truck for two days every week (Thursday and Friday) and then it leaves again until the following Thursday and Friday. I'm not sure who you spoke with at the hospital, but I am happy to put you in touch with Kim Gericke, who is the hospital's Radiology Manager, if helpful.

Regarding the following request: "Can you provide documentation for this units lease specifically? The Master lease does not include anything after the year 2018."

Please see the updated information from the upcoming lease, in the PDF labeled, Additional Information for CON.

Please let me know if you have any questions, concerns, or if there is anything else I can do to be helpful with this project.

Best regards,



Armstrong Teasdale LLP

Brandon M. Hall | Associate Attorney | Corporate Services Group  
7700 Forsyth Blvd., Suite 1800, St. Louis, Missouri 63105-1847  
MAIN PHONE: 314.621.5070 | MAIN FAX: 314.621.5065  
DIRECT: 314.342.8092 | Extension: 7492 | CELL: 518.727.8805  
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[www.armstrongteasdale.com](http://www.armstrongteasdale.com)

Always exceed expectations through teamwork and excellent client service.

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**From:** Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>  
**Sent:** Tuesday, October 8, 2024 9:00 AM  
**To:** Brandon M. Hall <BHall@atllp.com>  
**Cc:** Jonathan F. Dalton <jdalton@atllp.com>  
**Subject:** 6121 Concerns  
**Importance:** High

**CAUTION: EXTERNAL EMAIL**

Brandon,

Can you or Jon confirm and send documentation that this location is utilizing mobile services? Our office called to verify that they do not currently have a stationary unit, however we were told that they do. If this is correct, the wrong application documentation was submitted and supplemental information will be needed.

Thank you.

*Mackinzey Fick*

Assistant Program Coordinator, Certificate of Need  
Department of Health and Senior Services  
920 Wildwood Drive, P.O. Box 570  
Jefferson City, MO 65102  
OFFICE: 573-751-6403  
FAX: 573-751-7894

EMAIL: [mackinzey.fick@health.mo.gov](mailto:mackinzey.fick@health.mo.gov)

<http://health.mo.gov/information/boards/certificateofneed/index.php>

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**Financing for CON per application**

	<b>Amount</b>	<b>Attachment</b>
<b>1 Unrestricted Funds</b>	<b>261,811.00</b>	<b>Letter from Central Bank of Lake of the Ozarks</b>
<b>2 Loan Central Bank</b>	<b>400,000.00</b>	<b>Commercial Loan Modification Agreement for The Central Trust Bank</b>
<b>3 Loan Siemens financial Services</b>	<b>1,649,900.00</b>	<b>Leasing Schedule from Siemens Financial Services(#20018306)</b>
<b>Total Project Financing</b>	<b>2,311,711.00</b>	



September 18, 2024

Mackinzey Fick  
Assistant Program Coordinator  
Certificate of Need  
Department of Health and Senior Services  
920 Wildwood Dr  
Jefferson City MO 65102

RE: Lake Regional Imaging Partners LLC

Dear Mackinzey:

This letter is to verify that Lake Regional Imaging Partners, LLC has sufficient, unrestricted funds of \$261,811.00 or more, in their checking accounts with Central Bank of Lake of the Ozarks.

If you have any questions, or need further information, please feel free to call me direct at 573-302-2441.

Respectfully,

A handwritten signature in black ink that reads "Anna Diebold, VP". The signature is written in a cursive style.

Anna L. Diebold  
Vice President

Cc: Kim Gericke

DW



For Bank Use (form dated 09/13/21)		Customer 5896	Note 1952	NAICS 62151	Purpose 3
Collateral 7160	Call Code 1E1	MSA	State 29	County 29	Census 9502.02
Gross Annual Revenue 4,834 thous.		Source of Gross Ann Rev 2022 Bus TR Gr		Est. Mat Dt 2/15/2025	
Market: 11					

**The Central Trust Bank**  
d/b/a Central Bank of Lake of the Ozarks

**Commercial Loan Modification Agreement**

February 7, 2024

For value received, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree that Promissory Note No. 5896-1952 dated February 17, 2005 in the original principal amount of \$600,000.00 ("Note") given by Lake Regional Imaging Partners LLC (whether one or more, "Borrower") and The Central Trust Bank ("Lender") and presently maturing on February 16, 2024 shall be modified as follows (check and complete as applicable):

**Maturity Date:** The maturity date of the Note shall be extended to February 15, 2025 (the "Extended Maturity Date") at which time the entire outstanding indebtedness evidenced by the Note shall become fully due and payable.

**Interest Rate:** Effective February 16, 2024, the interest rate accruing on the Note shall be:  
a floating rate equal to the prime rate as published from time to time in the Wall Street Journal ("Index") plus 0.00% per annum. The interest rate change will not occur more often than each day . The floating rate of interest shall at no time be less than 6.50% per annum or greater than N/A% per annum. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index and margin after notifying Borrower.

Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**Payments:** The schedule and amount of payments shall be as follows:  
 Interest payments, payable monthly, beginning March 15, 2024.  
 Fixed principal payments of \$ \_\_\_\_\_ , plus accrued interest, payable \_\_\_\_\_ beginning \_\_\_\_\_  
 Principal and interest payments of \$ \_\_\_\_\_ , payable \_\_\_\_\_ , beginning \_\_\_\_\_

**Late Fee:** If a payment is more than ten (10) days late, Borrower will be charged a late fee of 5% of the regularly scheduled payment, but in no event shall the late fee be less than \$30.00.

**Other Modifications.** In addition to modifications made above, if any, the Note shall be modified as follows:

**Modification Fee:** The following modification fee will be charged to modify this Note. If the fee is not paid with the modification, the fee will be added to your loan. \$250.00

The Note and the other documents evidencing, supporting and securing the indebtedness evidenced by the Note ("Loan Documents"), as extended and modified herein, are ratified and confirmed on the date hereof. Borrower acknowledges that on the date hereof, the outstanding principal amount of \$600,000.00 is justly owing on account of the Note, and further acknowledges and agrees that there are no claims, counterclaims, or defenses of any kind or nature whatsoever to any of the obligations evidenced, supported and secured by the Loan Documents ("Obligations"). Borrower agrees to do all acts and things necessary to carry out the intentions of the parties as contemplated by this Agreement.


Each reference in the Loan Documents to the indebtedness evidenced by the Note shall hereafter refer to such indebtedness as modified by this Agreement; and to any other Loan Documents shall henceforth mean such other Loan Document as modified by this Agreement. This Agreement shall not be deemed as payment for or substitution of the Note, and does not in any manner satisfy or cancel the Obligations. As extended and modified by this Agreement, the Note and the other Loan Documents continue in full force and effect through the Extended Maturity Date.

**ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

Lender

**The Central Trust Bank**

By:   
\_\_\_\_\_  
Melanie Johnston, Loan Servicer

Borrower

**Lake Regional Imaging Partners LLC**

By:   
\_\_\_\_\_  
Kevin McRoberts, Chief Manager of Lake  
Regional Imaging Partners LLC

By:   
\_\_\_\_\_  
Melissa Hunter, Secretary of Lake  
Regional Imaging Partners LLC

February 7, 2024

RE: Lake Regional Imaging Partners LLC CL 1952

Acknowledgement of Signers for Loan

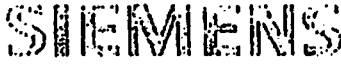
By signing below I/we acknowledge that the signers of our Limited Liability Company have not changed since the loan was originated or the last time it was extended or renewed.

*Kevin McNeely, CEO*  
\_\_\_\_\_

*Melissa Stueck COO (CA)*  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Siemens Financial Services, Inc.

LEASING SCHEDULE #: 20018306

LESSOR: SIEMENS FINANCIAL SERVICES, INC.
200 Wood Avenue South, Suite 200
Iselin, NJ 08830
(800) 327-4443

LESSEE: Lake Regional Imaging Partners, LLC
(Exact Legal Name; herein Lessee)
1075 Nichols Rd
(Address)
Osage Beach, MO, 65065
(City, State, Zip)

LEASING SCHEDULE # 20018306 (herein also referred to as the "Leasing Schedule" or "Lease"), to that certain Master Equipment Lease Agreement dated 02/27/2007 (herein "Agreement"), between Lessor and Lessee.

- 1. EQUIPMENT DESCRIPTION: 1 Biograph Trinion EP and all equipment related thereto as described in Supplier's Quote # CPQ-1187452
2. TOTAL EQUIPMENT COST: \$1,849,800.00
3. SUPPLIER: Siemens Medical Solutions USA, Inc.
4. LEASE TERM (in months): 60 (plus any Interim Period, if applicable)
5. COMMENCEMENT DATE: The date of Equipment acceptance as set forth in a delivery and acceptance certificate, delivered to Lessor, in the form supplied by Lessor.
If the Commencement Date does not occur on or before 10/02/2024, Lessor, in its sole discretion, may adjust the pricing.
6. NUMBER OF LEASE PAYMENTS: 60
7. LEASE PAYMENT (per payment period): 60 @ \$32,404.57
Base Rate: 3.8755%
Reference Rate: Yield of the 5 Year Swap Rate
Base Rate Determination Date: 02/09/2024
Reference Rate Source: Any nationally recognized source of financial data that may be selected by Lessor in its reasonable discretion for purposes of establishing the Reference Rate.

- 8. PAYMENT PERIOD: Monthly
9.(a) ADVANCE LEASE PAYMENT(S): \$32,404.57
9.(b) DOCUMENTATION FEE: N/A
10.(a) EQUIPMENT LOCATION (if different from Lessee's address above): 1075 NICHOLAS RD, OSAGE BEACH MO 65065
10.(b) LESSEE'S STATE OF INCORPORATION/ORGANIZATION: Missouri
11. INTERIM RENT APPLICABLE: [ ] YES [X] NO
AMOUNT:
12. PURCHASE OPTION: Lessee selects the following option (which shall be irrevocable by Lessee once exercised):
OPTION A [ ] a Fair Market Value Purchase Option.
OPTION B [ ] a Fixed Purchase Option at a Purchase Option Price of % of the Total Equipment Cost.
OPTION C [X] a Nominal Fixed Purchase Option at a Purchase Option Price of \$1.00.

Payable: In Advance - First Lease Payment due on the Commencement Date, or if Interim Rent is applicable, the first day immediately following the Interim Period.

THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed the Lease as of the dates set forth below. For all purposes hereof, the date of the Lease shall be the date of Lessor's acceptance as set forth below. The parties agree that the Lease (including any addenda) may be executed manually or, where permitted by Lessor, by electronic means and that electronic signatures that may appear on the Lease (including any addenda) are the same as handwritten signatures for purposes of validity, enforceability and admissibility. LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF THE OTHER AND NEITHER HAS AUTHORITY TO BIND THE OTHER.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE LEASE, THAT LESSOR OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN, OR IN THE AGREEMENT, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE LEASE ON BEHALF OF LESSEE.

ACCEPTED BY:

LESSOR: SIEMENS FINANCIAL SERVICES, INC.

BY: [Signature]
NAME: USA
TITLE: [Signature]
BY: [Signature]
NAME: Michele
TITLE: [Signature]
DATE: [Signature]

LESSEE: Lake Regional Imaging Partners, LLC

BY: [Signature]
NAME: Michael Vierra
TITLE: Managing Member
DATE:



**OPTION A - FAIR MARKET VALUE PURCHASE OPTION:** If Option A has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (original) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for its "Fair Market Value". Fair Market Value shall mean the value of the Equipment (on an installed and operating basis) which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) under no compulsion to buy, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. Fair Market Value shall be determined by the mutual agreement of Lessor and Lessee in accordance with the preceding sentence. If Lessor and Lessee cannot agree, Fair Market Value shall be determined by a qualified independent equipment appraiser selected by Lessor and approved by Lessee, and Lessee shall pay the cost of appraisal. Provided Lessee has timely exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge.

**OPTION B - FIXED PURCHASE OPTION:** If Option B has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (original) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for the amount specified in Option B. Provided Lessee has exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge.

**OPTION C - NOMINAL FIXED PURCHASE OPTION:** If Option C has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee may purchase all but not less than all of the Equipment at the end of the (original) Lease Term for the nominal purchase price specified in Option C. Lessee shall pay to Lessor on the day following the last day of such Lease Term such purchase price together with all sales and other taxes applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge.

**13. LEASE PAYMENTS; ADJUSTMENTS:** Lessee acknowledges that the Lease Payments herein, are based upon the Total Equipment Cost set forth above, and as a result of authorized changes to the Equipment, the final Total Equipment Cost may increase or decrease by up to 10%. In such event, the Lease Payments shall be adjusted accordingly, and Lessee authorizes Lessor to correct the Lease (and all related documentation) to reflect such changes, and Lessee, if requested by Lessor, shall confirm such changes to Lessor in writing. The Lease Payments specified in the foregoing Section 7 are based upon the Base Rate, which is the Reference Rate as reported in the Reference Rate Source for the Base Rate Determination Date (in each case as specified in Section 7). The rate that will actually be used in establishing the Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate, as determined by Lessor and as reported in the Reference Rate Source for the date that is two (2) business days prior to the Commencement Date (or if no Reference Rate has been published in the Reference Rate Source for the date that is two (2) business days prior to the Commencement Date, then the immediately preceding date for which a Reference Rate has been reported); Lessee acknowledges that Lessor may access the Reference Rate

Source through whichever medium Lessor deems appropriate, including, without limitation, print or online editions. Lessee authorizes Lessor to unilaterally make the appropriate changes to the Lease (and all related documentation) to reflect any changes to the Lease Payments consistent with the foregoing and, if requested by Lessor, Lessee shall confirm such changes to Lessor in writing.

**14. SUPPLY CONTRACT:** Lessee acknowledges either that (a) Lessee has reviewed and approved any written purchase agreement or purchase order covering the Equipment ("Supply Contract") purchased from Supplier, or (b) Lessor has informed or advised Lessee, in writing, either previously or by the Lease, of the following: (i) the identity of the Supplier, (ii) that Lessee may have rights under the Supply Contract, and (iii) that Lessee may contact the Supplier for a description of any such rights Lessee may have under the Supply Contract. If Lessee has entered into a written Supply Contract, then Lessee hereby assigns to Lessor all of Lessee's rights and interests in and to the Equipment and the Supply Contract. If requested by Lessor, Lessee shall obtain any consent required for such assignment. If Lessee has not entered into any such Supply Contract, Lessee authorizes Lessor to (and Lessor may at its option) act on behalf of Lessee to obtain a Supply Contract from Supplier. Lessor's sole obligation under the Supply Contract shall be to pay the Supplier for the Equipment, if (and only if) the Equipment is accepted by Lessee under the Lease, and Lessee, not Lessor, shall at all times remain liable to perform all of the duties and obligations under the Supply Contract. Lessee hereby represents and warrants that: (a) Lessee has delivered herewith a true and correct copy of the Supply Contract; (b) neither Supplier nor Lessee is in default under the Supply Contract; (c) the Supply Contract shall not be amended without Lessor's prior written consent; and (d) the Supply Contract is free from all claims, security interests, liens and encumbrances, except for the interest being conveyed hereunder. Lessee shall indemnify and hold Lessor (and its assigns) harmless with respect to any and all claims relating to the performance of Lessee's obligations under the Supply Contract.

**15. SECURITY INTEREST; ADDITIONAL REPRESENTATIONS & COVENANTS:** (a) in the event the Lease is deemed to be a security agreement, (i) Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code ("UCC") thereof (including insurance proceeds); (ii) the parties agree that: (I) where this Lease has been signed by both parties by electronic means and is in electronic form, the electronic single authoritative copy identified as such by Lessor shall be the "Electronic Chattel Paper," as defined in the UCC, under Lessor's control, and (II) a paper version of this Lease that bears the original of Lessor's manually-applied signature and the Lessee's manual or electronic signature shall constitute the original "Tangible Chattel Paper," as defined in the UCC; and (iii) notwithstanding any applicable state laws to the contrary, Lessee agrees to reimburse Lessor for all reasonable attorneys' fees incurred by it incident to any action or proceeding involving the Lessee brought pursuant to the Bankruptcy Code, as amended, which are allowable under Section 506(b) thereof

(b) Lessee represents that no person or entity holding a direct or indirect ownership or controlling interest in Lessee is named on a "Sanctions List" published by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including without limitation the Specially Designated Nationals List, the Consolidated Sanctions List and any additional sanctions list published by OFAC ("Blocked Persons"), and Lessee covenants that it shall not allow a Blocked Person to obtain a direct or indirect ownership interest in or direct or indirect control of Lessee.

(c) Lessee shall notify Lessor immediately, in writing, at any time Lessee becomes aware that there will be a sale or transfer of any shares of its capital stock or of any direct or indirect ownership interest in Lessee to any person, persons, entity or entities (whether in one transaction or in multiple transactions) resulting in a transfer of a direct or indirect majority interest in the ownership and/or control of the Lessee from the person, persons, entity or entities who hold direct or indirect ownership and/or control of Lessee as of the Commencement Date ("Change of Control"). In the event that there shall be a Change of Control, Lessor may at its option, upon written notice to Lessee, either (i) demand and Lessee shall provide Lessor with such financial accommodations as Lessor shall have requested, or (ii) declare the amount payable by Lessee pursuant to Section 9(c) or Section 9(d) of the Agreement immediately due and payable, whereupon Lessee shall pay such amounts to Lessor within ten (10) days of such declaration, along with all applicable sales and other taxes relating to the transfer of the Equipment, and Lessor shall, upon receipt of such funds, transfer its interest in the Equipment to Lessee without recourse or warranty of any kind, on an AS-IS, WHERE-IS basis. Without limiting the foregoing, at any time Lessor becomes aware of

a Change of Control, or incipient Change of Control, Lessor may at its option, upon written notice to Lessee, cancel or terminate the Lease and/or any unfunded commitments or proposals to Lessee, whether related to the Lease or otherwise.

**16. MISCELLANEOUS:** Lessor and Lessee agree that the terms and conditions of the Agreement are hereby incorporated into this Leasing Schedule to the same extent as if such terms and conditions were set forth in full herein. **THIS LEASING SCHEDULE (AS INCORPORATING THE TERMS OF THE AGREEMENT), TOGETHER WITH ANY APPLICABLE STIPULATED LOSS VALUE SCHEDULE, CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDE AND REPLACE ANY PREVIOUSLY MADE PROPOSALS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** Capitalized terms used herein, which are not otherwise defined herein, shall have the same meanings as set forth in the Agreement. **LESSOR AND LESSEE AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THE LEASE AND THE TRANSACTION CONTEMPLATED HEREBY MAY BE LITIGATED IN THE FEDERAL, STATE OR LOCAL COURTS SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY, AND HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS.** Lessor and Lessee

acknowledge that such courts are convenient forums and waive any defense based upon doctrines of venue or forum non-conveniens or similar rules or doctrines. Lessee consents to service of process by certified mail or by overnight delivery by a nationally recognized courier at its address above (or to such other address as Lessee shall have designated by proper notice) in connection with any legal action brought by Lessor. Any amendments contained or incorporated into this Leasing Schedule, which in any way alter the terms of the Agreement, shall be effective only with respect to this Leasing Schedule and shall be ineffective with respect to any other Leasing Schedule. The Lease shall become effective at the time of Lessor's acceptance (by execution hereof) at its corporate offices, by an authorized representative of Lessor. Whenever Lessee is required to pay the applicable Stipulated Loss Value hereunder with respect to all or any portion of the Equipment, upon payment of such amount by Lessee and satisfaction of all other obligations of Lessee under the Lease (and satisfaction of all other obligations secured by such Equipment under any Leasing Schedule or any other agreement), Lessor shall transfer its interest in such Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge.

Siemens Medical Solutions USA, Inc.  
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE  
Gregory Thudium - +1 (314) 604-8452  
gregory.thudium@siemens-healthineers.com

Customer Number: 0000061675

Date: 07/31/2024

LAKE REGIONAL IMAGING PARTNERS, LLC  
1075 Nichols Road  
OSAGE BEACH, MO 65065

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

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**Contract Total: \$ 1,649,900**

*(total does not include any Optional or Alternate components which may be selected)*

Proposal valid until 09/14/2024

Estimated Delivery Date: 12/15/2024

Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

Notwithstanding anything else in this Agreement, or in any applicable group purchasing agreement terms, if Purchaser does not accept delivery within twenty-four (24) months of the date this quotation is executed, then Seller may, at its option, adjust the prices in the quotation by written notice. In such event, Purchaser will then have the option to cancel the order without payment of a cancellation charge provided Purchaser notifies Seller within ten (10) days of the date of Seller's notice of the price adjustment.

This quote CPQ-1187452 represents a conversion of Siemens quote # CPQ-1079378 Rev. 1 dated 3/14/2024 LAKE REGIONAL IMAGING PARTNERS LLC Purchase Order #CON NP CPQ-1079378 FUNDING dated 03/18/2024, and Siemens Sales Order #30289375, from a Biograph mCT-S(64) system to a Biograph Trinion EP system as quoted herein. Pricing is as quoted herein and terms and conditions are in accordance with those included in this quotation. Any change in price from the Biograph mCT-S(64) system will require a new or revised PO from LAKE REGIONAL IMAGING PARTNERS LLC.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

This quote is based upon standard delivery terms and conditions (e.g., standard work hours, first floor delivery, etc.), basic rigging, mechanical installation and calibration. Siemens Medical Solutions USA, Inc., Project Management shall perform a site-specific assessment to ascertain any variations that are out of scope and not covered by the standard terms (examples such as, but not limited to: larger crane, nonstandard work hours,

Siemens Medical Solutions USA, Inc.  
40 Liberty Boulevard, Malvern, PA 19355

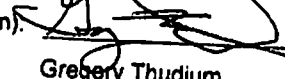
SIEMENS  
Healthineers

SIEMENS REPRESENTATIVE  
Gregory Thudium - +1 (314) 604-8452  
gregory.thudium@siemens-healthineers.com

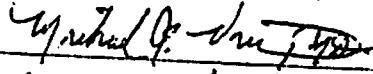
removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees.

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.

By (sign):   
Name: Gregory Thudium  
Title: KAE  
Date: 8-3-24

LAKE REGIONAL IMAGING PARTNERS, LLC

By (sign):   
Name: MICHAEL J. VIERRA, MD  
Title: \_\_\_\_\_  
Date: 8-3-24

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

By (Sign): YN.

\* CONTINGENT ON MD C.O.N.

**SIEMENS FINANCIAL SERVICES, INC.**  
**CONTRACT ADDENDUM**  
**MASTER EQUIPMENT LEASE AGREEMENT**  
Dated: February 27, 2007

This Addendum shall become a part of that certain Master Equipment Lease Agreement dated 02/27/2007 (the "Agreement") between Siemens Financial Services, Inc. ("Lessor") and the undersigned lessee ("Lessee"). If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

Lessee and Lessor hereby agree as follows:

1. On Page 1 of the Agreement, the following is hereby inserted after the sentence beginning with "IN WITNESS WHEREOF": "The parties agree that the Agreement (including any addenda) may be executed manually or, where permitted by Lessor, by electronic means and that electronic signatures that may appear on the Agreement (including any addenda) are the same as handwritten signatures for purposes of validity, enforceability and admissibility."
2. In Section 8(a)(ii)(A) of the Agreement, "of five percent (5%)" is hereby deleted and replaced with ", equal to the rate used by Lessor in establishing the Lease Payments (herein "Discount Rate")."
3. In Section 9(c) of the Agreement, "a per annum rate of five percent (5%)" is hereby deleted and replaced with "the Discount Rate,".

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Addendum to be executed by their authorized representatives. For all purposes hereof, the date of this Addendum shall be the date of Lessor's execution as set forth below.

LESSOR:

SIEMENS FINANCIAL SERVICES, INC.

BY:   
(Authorized Signature)

NAME: Lisa Lawe  
(Printed or Typed)

TITLE: VP  
(Printed or Typed)

BY:   
(Authorized Signature)

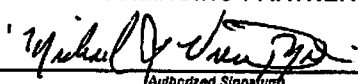
NAME: Michele Morisy  
(Printed or Typed)

TITLE: VP  
(Printed or Typed)

DATE: 8/13/24

LESSEE:

LAKE REGIONAL IMAGING PARTNERS, LLC

BY:   
(Authorized Signature)

NAME: Michael Vierra  
(Printed or Typed)

TITLE: Managing Member  
(Printed or Typed)

DATE: 8-2-24



Siemens Financial Services, Inc.

LEASING SCHEDULE #: 20018306

LESSOR: SIEMENS FINANCIAL SERVICES, INC.
200 Wood Avenue South, Suite 200
Iselin, NJ 08830
(800) 327-4443

LESSEE: Lake Regional Imaging Partners, LLC
(Exact Legal Name: herein "Lessee")
1075 Nichols Rd
(Address)
Osage Beach, MO, 65065
(City, State, Zip)

LEASING SCHEDULE # 20018306 (herein also referred to as the "Leasing Schedule" or "Lease"), to that certain Master Equipment Lease Agreement dated 02/27/2007 (herein "Agreement"), between Lessor and Lessee.

- 1. EQUIPMENT DESCRIPTION: 1 Biograph Trinion EP and all equipment related thereto as described in Supplier's Quote # CPQ-1187452
2. TOTAL EQUIPMENT COST: \$1,649,900.00
3. SUPPLIER: Siemens Medical Solutions USA, Inc.
4. LEASE TERM (in months): 60 (plus any Interim Period, if applicable)
5. COMMENCEMENT DATE: The date of Equipment acceptance as set forth in a delivery and acceptance certificate, delivered to Lessor, in the form supplied by Lessor. If the Commencement Date does not occur on or before 10/02/2024, Lessor, in its sole discretion, may adjust the pricing.
6. NUMBER OF LEASE PAYMENTS: 60
7. LEASE PAYMENT (per payment period): 60 @ \$32,404.57
Base Rate: 3.8755%
Reference Rate: Yield of the 5 Year Swap Rate
Base Rate Determination Date: 02/09/2024
Reference Rate Source: Any nationally recognized source of financial data that may be selected by Lessor in its reasonable discretion for purposes of establishing the Reference Rate.

- 8. PAYMENT PERIOD: Monthly
9.(a) ADVANCE LEASE PAYMENT(S): \$32,404.57
9.(b) DOCUMENTATION FEE: N/A
10.(a) EQUIPMENT LOCATION (if different from Lessee's address above): 1075 NICHOLAS RD, OSAGE BEACH MO 65065
10.(b) LESSEE'S STATE OF INCORPORATION/ORGANIZATION: Missouri
11. INTERIM RENT APPLICABLE: [ ] YES [X] NO AMOUNT:
12. PURCHASE OPTION: Lessee selects the following option (which shall be irrevocable by Lessee once exercised):
OPTION A [ ] a Fair Market Value Purchase Option.
OPTION B [ ] a Fixed Purchase Option at a Purchase Option Price of % of the Total Equipment Cost.
OPTION C [X] a Nominal Fixed Purchase Option at a Purchase Option Price of \$1.00.

Payable: In Advance - First Lease Payment due on the Commencement Date, or if Interim Rent is applicable, the first day immediately following the Interim Period.

THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed the Lease as of the dates set forth below. For all purposes hereof, the date of the Lease shall be the date of Lessor's acceptance as set forth below. The parties agree that the Lease (including any addenda) may be executed manually or, where permitted by Lessor, by electronic means and that electronic signatures that may appear on the Lease (including any addenda) are the same as handwritten signatures for purposes of validity, enforceability and admissibility. LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF THE OTHER AND NEITHER HAS AUTHORITY TO BIND THE OTHER.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE LEASE, THAT LESSOR OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN, OR IN THE AGREEMENT, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE LEASE ON BEHALF OF LESSEE.

ACCEPTED BY:
LESSOR: SIEMENS FINANCIAL SERVICES, INC.
BY: [Signature]
NAME: USA Corp
TITLE: [Signature]
BY: [Signature]
NAME: [Signature]
TITLE: [Signature]
DATE: 8/13/24

LESSEE: Lake Regional Imaging Partners, LLC
BY: [Signature]
NAME: Michael Vierra
TITLE: Managing Member
DATE:

**OPTION A - FAIR MARKET VALUE PURCHASE OPTION:** If Option A has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (original) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for its "Fair Market Value". Fair Market Value shall mean the value of the Equipment (on an installed and operating basis) which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) under no compulsion to buy, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. Fair Market Value shall be determined by the mutual agreement of Lessor and Lessee in accordance with the preceding sentence. If Lessor and Lessee cannot agree, Fair Market Value shall be determined by a qualified independent equipment appraiser selected by Lessor and approved by Lessee, and Lessee shall pay the cost of appraisal. Provided Lessee has timely exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge.

**OPTION B - FIXED PURCHASE OPTION:** If Option B has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor at least one hundred twenty (120) but not more than one hundred eighty (180) days before the expiration of the (original) Lease Term, to purchase on the day following the last day of such Lease Term (herein "Purchase Date") all but not less than all of the Equipment subject to the Lease for the amount specified in Option B. Provided Lessee has exercised its option to purchase, Lessee shall pay to Lessor on the Purchase Date the aforementioned purchase price in cash, together with all sales and other taxes or costs applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge.

**OPTION C - NOMINAL FIXED PURCHASE OPTION:** If Option C has been selected, provided no Default has occurred and is continuing and provided the Lease shall not have previously terminated, Lessee may purchase all but not less than all of the Equipment at the end of the (original) Lease Term for the nominal purchase price specified in Option C. Lessee shall pay to Lessor on the day following the last day of such Lease Term such purchase price together with all sales and other taxes applicable to the transfer of the Equipment and any other amounts as may be due and owing under the Lease, whereupon Lessor shall transfer its interest in the Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge.

**13. LEASE PAYMENTS; ADJUSTMENTS:** Lessee acknowledges that the Lease Payments herein, are based upon the Total Equipment Cost set forth above, and as a result of authorized changes to the Equipment, the final Total Equipment Cost may increase or decrease by up to 10%. In such event, the Lease Payments shall be adjusted accordingly, and Lessee authorizes Lessor to correct the Lease (and all related documentation) to reflect such changes, and Lessee, if requested by Lessor, shall confirm such changes to Lessor in writing. The Lease Payments specified in the foregoing Section 7 are based upon the Base Rate, which is the Reference Rate as reported in the Reference Rate Source for the Base Rate Determination Date (in each case as specified in Section 7). The rate that will actually be used in establishing the Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate, as determined by Lessor and as reported in the Reference Rate Source for the date that is two (2) business days prior to the Commencement Date (or if no Reference Rate has been published in the Reference Rate Source for the date that is two (2) business days prior to the Commencement Date, then the immediately preceding date for which a Reference Rate has been reported). Lessee acknowledges that Lessor may access the Reference Rate

Source through whichever medium Lessor deems appropriate, including, without limitation, print or online editions. Lessee authorizes Lessor to unilaterally make the appropriate changes to the Lease (and all related documentation) to reflect any changes to the Lease Payments consistent with the foregoing and, if requested by Lessor, Lessee shall confirm such changes to Lessor in writing.

**14. SUPPLY CONTRACT:** Lessee acknowledges either that (a) Lessee has reviewed and approved any written purchase agreement or purchase order covering the Equipment ("Supply Contract") purchased from Supplier, or (b) Lessor has informed or advised Lessee, in writing, either previously or by the Lease, of the following: (i) the identity of the Supplier, (ii) that Lessee may have rights under the Supply Contract, and (iii) that Lessee may contact the Supplier for a description of any such rights Lessee may have under the Supply Contract. If Lessee has entered into a written Supply Contract, then Lessee hereby assigns to Lessor all of Lessee's rights and interests in and to the Equipment and the Supply Contract. If requested by Lessor, Lessee shall obtain any consent required for such assignment. If Lessee has not entered into any such Supply Contract, Lessee authorizes Lessor to (and Lessor may at its option) act on behalf of Lessee to obtain a Supply Contract from Supplier. Lessor's sole obligation under the Supply Contract shall be to pay the Supplier for the Equipment, if (and only if) the Equipment is accepted by Lessee under the Lease, and Lessee, not Lessor, shall at all times remain liable to perform all of the duties and obligations under the Supply Contract. Lessee hereby represents and warrants that: (a) Lessee has delivered herewith a true and correct copy of the Supply Contract; (b) neither Supplier nor Lessee is in default under the Supply Contract; (c) the Supply Contract shall not be amended without Lessor's prior written consent; and (d) the Supply Contract is free from all claims, security interests, liens and encumbrances, except for the interest being conveyed hereunder. Lessee shall indemnify and hold Lessor (and its assigns) harmless with respect to any and all claims relating to the performance of Lessee's obligations under the Supply Contract.

**15. SECURITY INTEREST; ADDITIONAL REPRESENTATIONS & COVENANTS:** (a) In the event the Lease is deemed to be a security agreement, (i) Lessee hereby grants to Lessor and Lessor shall have, to secure all payments and all other obligations of Lessee to Lessor under the Lease, a security interest in the Equipment together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code ("UCC")) thereof (including insurance proceeds); (ii) the parties agree that: (I) where this Lease has been signed by both parties by electronic means and is in electronic form, the electronic single authoritative copy identified as such by Lessor shall be the "Electronic Chattel Paper," as defined in the UCC, under Lessor's control, and (II) a paper version of this Lease that bears the original of Lessor's manually-applied signature and the Lessee's manual or electronic signature shall constitute the original "Tangible Chattel Paper," as defined in the UCC; and (iii) notwithstanding any applicable state laws to the contrary, Lessee agrees to reimburse Lessor for all reasonable attorneys' fees incurred by it incident to any action or proceeding involving the Lessee brought pursuant to the Bankruptcy Code, as amended, which are allowable under Section 506(b) thereof.

(b) Lessee represents that no person or entity holding a direct or indirect ownership or controlling interest in Lessee is named on a "Sanctions List" published by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including without limitation the Specially Designated Nationals List, the Consolidated Sanctions List and any additional sanctions list published by OFAC ("Blocked Persons"), and Lessee covenants that it shall not allow a Blocked Person to obtain a direct or indirect ownership interest in or direct or indirect control of Lessee.

(c) Lessee shall notify Lessor immediately, in writing, at any time Lessee becomes aware that there will be a sale or transfer of any shares of its capital stock or of any direct or indirect ownership interest in Lessee to any person, persons, entity or entities (whether in one transaction or in multiple transactions) resulting in a transfer of a direct or indirect majority interest in the ownership and/or control of the Lessee from the person, persons, entity or entities who hold direct or indirect ownership and/or control of Lessee as of the Commencement Date ("Change of Control"). In the event that there shall be a Change of Control, Lessor may at its option, upon written notice to Lessee, either (i) demand and Lessee shall provide Lessor with such financial accommodations as Lessor shall have requested, or (ii) declare the amount payable by Lessee pursuant to Section 9(c) or Section 9(d) of the Agreement immediately due and payable, whereupon Lessee shall pay such amounts to Lessor within ten (10) days of such declaration, along with all applicable sales and other taxes relating to the transfer of the Equipment, and Lessor shall, upon receipt of such funds, transfer its interest in the Equipment to Lessee without recourse or warranty of any kind, on an AS-IS, WHERE-IS basis. Without limiting the foregoing, at any time Lessor becomes aware of

a Change of Control, or incipient Change of Control, Lessor may at its option, upon written notice to Lessee, cancel or terminate the Lease and/or any unfunded commitments or proposals to Lessee, whether related to the Lease or otherwise.

**16. MISCELLANEOUS:** Lessor and Lessee agree that the terms and conditions of the Agreement are hereby incorporated into this Leasing Schedule to the same extent as if such terms and conditions were set forth in full herein. **THIS LEASING SCHEDULE (AS INCORPORATING THE TERMS OF THE AGREEMENT), TOGETHER WITH ANY APPLICABLE STIPULATED LOSS VALUE SCHEDULE, CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDE AND REPLACE ANY PREVIOUSLY MADE PROPOSALS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** Capitalized terms used herein, which are not otherwise defined herein, shall have the same meanings as set forth in the Agreement. **LESSOR AND LESSEE AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THE LEASE AND THE TRANSACTION CONTEMPLATED HEREBY MAY BE LITIGATED IN THE FEDERAL, STATE OR LOCAL COURTS SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY, AND HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS.** Lessor and Lessee

acknowledge that such courts are convenient forums and waive any defense based upon doctrines of venue or forum non-conveniens or similar rules or doctrines. Lessee consents to service of process by certified mail or by overnight delivery by a nationally recognized courier at its address above (or to such other address as Lessee shall have designated by proper notice) in connection with any legal action brought by Lessor. Any amendments contained or incorporated into this Leasing Schedule, which in any way alter the terms of the Agreement, shall be effective only with respect to this Leasing Schedule and shall be ineffective with respect to any other Leasing Schedule. The Lease shall become effective at the time of Lessor's acceptance (by execution hereof) at its corporate offices, by an authorized representative of Lessor. Whenever Lessee is required to pay the applicable Stipulated Loss Value hereunder with respect to all or any portion of the Equipment, upon payment of such amount by Lessee and satisfaction of all other obligations of Lessee under the Lease (and satisfaction of all other obligations secured by such Equipment under any Leasing Schedule or any other agreement), Lessor shall transfer its interest in such Equipment to Lessee without recourse, on an AS-IS, WHERE-IS basis and without any warranty, express or implied from Lessor, other than the absence of any liens by or through Lessor, except those (if any) Lessee is obligated to discharge.