

Certificate of Need Application for Missouri Healthcare Facilities Review Committee

Project: New PET CT Scanner



Lake Regional Imaging Center, Osage Beach, MO

Project #6121 HS



Certificate of Need Program
NEW OR ADDITIONAL EQUIPMENT APPLICATION
 Applicant's Completeness Checklist and Table of Contents

Project Name: _____ Project No: _____

Project Description: _____

Done Page N/A Description

Divider I. Application Summary:

1. Applicant Identification and Certification (Form MO 580-1861)
2. Representative Registration (From MO 580-1869)
3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.

Divider II. Proposal Description:

1. Provide a complete detailed project description and include equipment bid quotes.
2. Provide a timeline of events for the project, from CON issuance through project completion.
3. Provide a legible city or county map showing the exact location of the project.
4. Define the community to be served and provide the geographic service area for the equipment.
5. Provide other statistics to document the size and validity of any user-defined geographic service area.
6. Identify specific community problems or unmet needs the proposal would address.
7. Provide the historical utilization for each of the past three years and utilization projections through the first three (3) **FULL** years of operation of the new equipment.
8. Provide the methods and assumptions used to project utilization.
9. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
10. Provide copies of any petitions, letters of support or opposition received.
11. Document that providers of similar health services in the proposed service area have been notified of the application by a public notice in the local newspaper.
12. Document that providers of all affected facilities in the proposed service area were addressed letters regarding the application.

Divider III. Service Specific Criteria and Standards:

1. For new units, address the minimum annual utilization standard for the proposed geographic service area.
2. For any new unit where specific utilization standards are not listed, provide documentation to justify the new unit.
3. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.
4. For evolving technology address the following:
 - Medical effects as described and documented in published scientific literature;
 - The degree to which the objectives of the technology have been met in practice;
 - Any side effects, contraindications or environmental exposures;
 - The relationships, if any, to existing preventive, diagnostic, therapeutic or management technologies and the effects on the existing technologies;
 - Food and Drug Administration approval;
 - The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal;
 - The degree of partnership, if any, with other institutions for joint use and financing.

Divider IV. Financial Feasibility Review Criteria and Standards:

1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion.
3. Document how patient charges are derived.
4. Document responsiveness to the needs of the medically indigent.

Divider I. Application Summary:

1. Applicant Identification and Certification(Form MO 580-1861)

Please see attachment

2. Representative Registration (Form MO 580-1869)

Please see attachment

3. Proposed Project Budget (Form MO 580-1863) and details sheet.

Please see attachment

DIVIDER I: ATTACHEMENTS



Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

The information provided must match the Letter of Intent for this project, without exception.

1. Project Location (Attach additional pages as necessary to identify multiple project sites.)

Form with fields: Title of Proposed Project, Project Number, Project Address (Street/City/State/Zip Code), County

2. Applicant Identification (Information must agree with previously submitted Letter of Intent.)

Table with 3 columns: List All Owner(s), Address, Telephone Number

Table with 3 columns: List All Operator(s), Address, Telephone Number

3. Ownership (Check applicable category.)

- Nonprofit Corporation, Individual, City, District, Partnership, Corporation, County, Other

4. Certification

In submitting this project application, the applicant understands that: (A) The review will be made as to the community need for the proposed beds or equipment in this application; (B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area; (C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute; (D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months; (E) Notification will be provided to the CON Program staff if and when the project is abandoned; and (F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person (Attach a Contact Person Correction Form if different from the Letter of Intent.)

Form with fields: Name of Contact Person, Title, Telephone Number, Fax Number, E-mail Address, Signature of Contact Person, Date of Signature



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)

Project Name Number

(Please type or print legibly.)

Name of Representative Title

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Telephone Number

Address (Street/City/State/Zip Code)

Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented Telephone Number

Address (Street/City/State/Zip Code)

Check one. Do you:

- Support
Oppose
Neutral

Relationship to Project:

- None
Employee
Legal Counsel
Consultant
Lobbyist
Other (explain):

Other Information:

Blank lines for other information

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.

Original Signature Date



Certificate of Need Program

PROPOSED PROJECT BUDGET

Description

Dollars

COSTS:*

(Fill in every line, even if the amount is "\$0".)

- 1. New Construction Costs *** _____
- 2. Renovation Costs *** _____
- 3. Subtotal Construction Costs (#1 plus #2)** _____
- 4. Architectural/Engineering Fees _____
- 5. Other Equipment (not in construction contract) _____
- 6. Major Medical Equipment _____
- 7. Land Acquisition Costs *** _____
- 8. Consultants' Fees/Legal Fees *** _____
- 9. Interest During Construction (net of interest earned) *** _____
- 10. Other Costs *** _____
- 11. Subtotal Non-Construction Costs** (sum of #4 through #10) _____
- 12. Total Project Development Costs** (#3 plus #11) _____ ******

FINANCING:

- 13. Unrestricted Funds _____
- 14. Bonds _____
- 15. Loans _____
- 16. Other Methods (specify) _____
- 17. Total Project Financing** (sum of #13 through #16) _____ ******

18. New Construction Total Square Footage	_____
19. New Construction Costs Per Square Foot *****	_____
20. Renovated Space Total Square Footage	_____
21. Renovated Space Costs Per Square Foot *****	_____

* Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.

** These amounts should be the same.

*** Capitalizable items to be recognized as capital expenditures after project completion.

**** Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

***** Divide new construction costs by total new construction square footage.

***** Divide renovation costs by total renovation square footage.

Divider II. Proposal Description:

1. Provide a complete detailed project description and include equipment bid quotes.

Lake Regional Imaging Center proposes to acquire one PET/CT diagnostic machine in order to expand its services to the community. Currently, we offer PET/CT services twice a week using a mobile unit. The purchase of a PET/CT scanner will allow us to improve patient access to critical cancer-related diagnostic services.

This machine represents the latest technology. Briefly, here is more about the machine:

Siemens Biograph Trinion EP

PET stands for positron emission tomography. It is an imaging technique that reveals not anatomy but rather metabolic activity at the molecular level. Cancerous cells, by definition, grow uncontrollably and thus exhibit heightened metabolic activity. This property allows physicians to use PET to diagnose cancer. And after starting treatment, PET also helps evaluate the effectiveness of a cancer treatment plan.

The Biograph Trinion is a high-performance, energy-efficient PET/CT scanner with a wide range of clinical capabilities and a low lifetime operational cost. This is a new system for Siemens just introduced in June of this year. It is designed to be user- and patient focused as well as sustainable investment in terms of reduced installation and operational costs and easy, on-site scalability.

The project includes renovation of existing space to include the PET CT scanning room, a control room, a bathroom, two uptake rooms and a hot lab. The total square footage of this project will equal 1008 square feet.

2. Provide a timeline of events for the project, from CON issuance through project completion.

Renovation will begin as soon as CON granted.

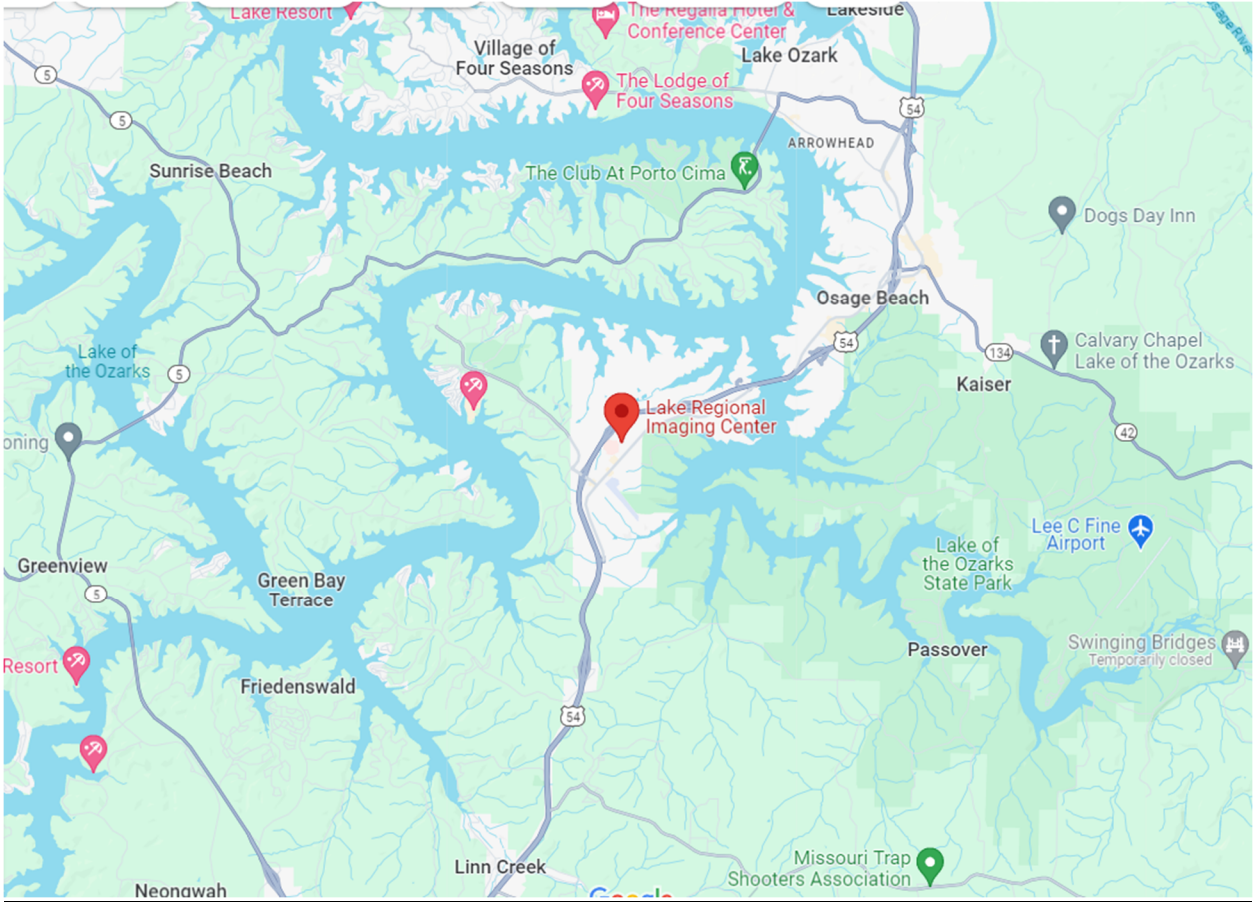
Renovation – 3 months to complete

Installation – 2 weeks following renovation

Calibration & training – 2 weeks following installation

First patient – Approximately 4 months after CON granted

3. Provide a legible city or county map showing the exact location of the project.



4. Define the community to be served and provide the geographic service area for the equipment.

Lake Regional Imaging Center considers the Tri-County to be its primary service area. The Tri-County is comprised of Camden, Miller, and Morgan counties.

5. Provide other statistics to document the size and validity of any user-defined geographic service area.

The following tables reflects the total estimated population, number of cancer procedures and the number of PET/CT exams the Imaging Center has done in those counties.

Service Area Population, Current and Projected

County	US Census	Projection	Projection
	2020	2025	2030
Camden	46,290	47,954	49,124
Miller	27,277	27,928	28,404
Morgan	23,357	24,183	24,827
Total	96,924	100,065	102,355
Statewide	6,389,850	6,580,868	6,746,762

Number of Oncology Procedure by Service Area

2021	11,314
2022	8,619
2023	8,949

Number of PET exams by Service Area

County	YTD	YTD	Jan-Aug
	2022	2023	2024
Camden	312	408	340
Miller	83	115	112
Morgan	48	83	69
Total	443	606	521
Grand Total	459	659	556

6. Identify specific community problems or unmet needs the proposal would address.

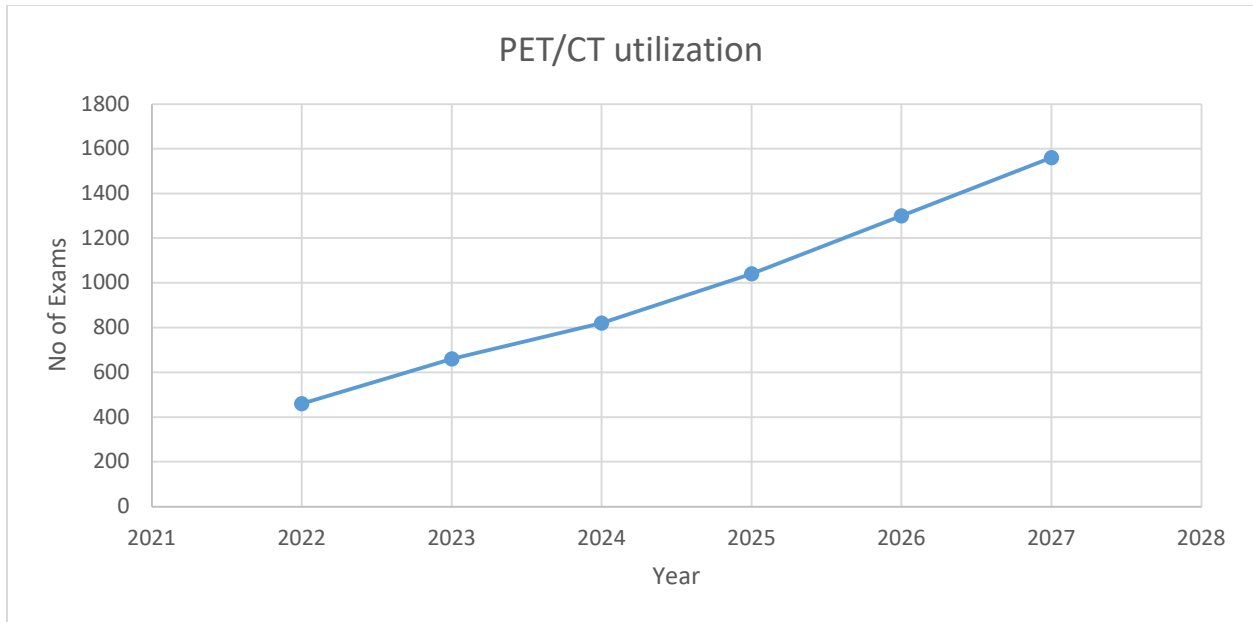
Results of PET/CT's are especially emotional for our patients. Results can determine how far a patient's cancer has spread. They can also determine whether or not the treatment they have been receiving is effective in treating their cancer. To reduce emotional stress, timely scanning and results are critical.

The addition of a fixed PET/CT scanner would enhance patient comfort, expedite the cancer staging process, and reduce travel requirements for our community members facing a cancer.

At present time, PET services at Lake Regional Imaging Center are provided by mobile unit located outside of the Diagnostic Imaging Center. The addition of a fixed PET/CT scanner in the Imaging Center would provide a more comfortable experience for our patients, allowing them to remain in-doors during times of in climate weather.

The mobile PET unit is available 2 days each week, resulting in limited scheduling, and the need for travel during times of schedule congestion if patients wish to complete their scanning as soon as possible. The addition of the PET/CT will allow for scheduling availability 5-days per week, greatly improving patient access, reducing stressful wait times, and eliminating the need for travel elsewhere.

7. Provide the historical utilization for each of the past three years and utilization projections through the first three (3) FULL years of operation of the new equipment.



8. Provide the methods and assumptions used to project utilization.

Lake Regional Imaging Center expects utilization to increase overall volume by at least 25%. The lack of availability of PET/CT access in our surrounding area has been a driving force for our request. Our oncologist providers will be able to start treatments sooner with increased availability. The projections in this application are based on current volumes and estimated growth.

9. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.

The word “cancer” is devastating. It creates fear and a sense of urgency for our patients and their loved ones. Lake Regional Imaging Center understands the emotional impact of this disease and makes every effort to respond with accuracy, transparency, and efficiency.

PET results are the focus of every cancer patient who benefits from them. Timely scanning and results are critical. Current PET/CT availability is limited resulting in wait times and in some cases travel for patients who are not physically up to the task. Routinely, patients and their families along with providers and patient-care staff provide feedback regarding PET/CT availability and the desire to receive this testing in a timely manner, close to home.

10. Provide copies of any petitions, letters of support or opposition received.

None at this time, however, we are awaiting final signed copies of letters in support, which will be submitted as additional information.

11. Document that providers of similar health services in the proposed service area have been notified of the application by a public notice in the local newspaper.

A public notice seeking comment has been published with Lake Media. Please see attachment II.11.

12. Document that providers of all affected facilities in the proposed service area were addressed letters regarding the application.

There are no other known PET Scan providers within the Tri-County area. As such, no letters were sent out for this matter, instead, relying on the advertisement, per recommendation of the CONP staff.

DIVIDER II: ATTACHMENTS



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.



4427 Osage Beach Parkway, Suite A-300 • Osage Beach MO 65065 • 573.346.2132

Image Insert Export Clear Size: 50.000 bytes Aspect ratio: 8.5:1

LAKE REGIONAL - OSAGE BEACH - TEARSHEET

Classified Insertion Order

PN23380

Contact:	Sales Rep: House	Order Date: 8/29/2024
Address: LAKE REGIONAL HEALTH SYSTEM	Phone: 573-348-8379	Order Number: 39658
ATTN: KELLY CERQUA	Email: kcerqua@lakeregional.com	Tear Sheets: 1
54 HOSPITAL DR		Advertiser No: 2455
OSAGE BEACH MO 65065		

Displaying Run Dates: All Dates

Issue Date	Publication	Description	Classification	Ad Size	Price
PUBLIC NOTICE 23380 Lake Regional Imaging Center is applying to the Missouri Health Facilities Review Committee for approval to add a PET/CT scanner to be located at the Imaging Center. Please contact Kim Gericke at kgericke@lakeregional.com or at 573-348-6161 with questions or concerns. First insertion: 9-04-24, 145-071 Last insertion: 9-04-24, 145-071					
9/4/2024	*Lake Sun	PN23380	Legals	51 Words	\$17.85
Publication Count: 1			Run Count: 1	SubTotal:	\$17.85
				Total Price:	\$17.85

Authorization To Run Advertisement

Jennifer Bethurem, VP Public Affairs
Printed Name

Signature

Divider III. Service Specific Criteria and Standards:

1. For new units, address the minimum annual utilization standard for the proposed geographic service area.

For PET and PET/CT, the CON criterion for average utilization is 1,000 procedures per year, the project exceeds that measure within the first year.

2. For any new unit where specific utilization standards are not listed, provide documentation to justify the new unit.

N/A

3. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.

N/A

4. For evolving technology address the following:

-Medical effects as described and documented in published scientific literature

N/A

-The degree to which the objective of the technology have been met in practice

N/A

-Any side effects, contraindications or environmental exposures

N/A

-The relationships, if any, to existing preventive, diagnostic, therapeutic or management technologies and the effects on the existing technologies

N/A

-Food and Drug Administration approval;

N/A

-The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal;

N/A

-The degree of partnership, if any, with other institutions for joint use and financing.

N/A

DIVIDER III: ATTACHMENTS

Divider IV. Financial Feasibility Review Criteria and Standards:

1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.

See attached document IV.1, Central Bank loan.

2. Provide Service-Specific Revenues and Expenses projected through three (3) FULL years beyond project completion.

Please see attachment Form MO 580-1865.

3. Document how patient charges are derived.

Patient charges are derived based on Lake Regional Imaging Center's historical charges.

4. Document responsiveness to the need of the medically indigent.

We honor the financial aid assistance through Lake Regional Health System for those patients who meet the eligibility tests and comply with the requirements of the State of Missouri. We also offer a Patient Discount Payment in certain circumstances.

DIVIDER IV: ATTACHEMENTS



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 McInerney, CEO

Melissa Stuebel, COO (CA)



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

<i>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.</i>	Year	_____	_____	_____
--	-------------	-------	-------	-------

Amount of Utilization:*			
--------------------------------	--	--	--

Revenue:

Average Charge**			
------------------	--	--	--

Gross Revenue			
---------------	--	--	--

Revenue Deductions			
--------------------	--	--	--

Operating Revenue			
-------------------	--	--	--

Other Revenue			
---------------	--	--	--

TOTAL REVENUE			
----------------------	--	--	--

Expenses:

Direct Expenses			
-----------------	--	--	--

Salaries			
----------	--	--	--

Fees			
------	--	--	--

Supplies			
----------	--	--	--

Other			
-------	--	--	--

TOTAL DIRECT			
--------------	--	--	--

Indirect Expenses			
-------------------	--	--	--

Depreciation			
--------------	--	--	--

Interest***			
-------------	--	--	--

Rent/Lease			
------------	--	--	--

Overhead****			
--------------	--	--	--

TOTAL INDIRECT			
----------------	--	--	--

TOTAL EXPENSES			
-----------------------	--	--	--

NET INCOME (LOSS):			
---------------------------	--	--	--

*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.