



WESTERN CONNECTICUT
HEALTH NETWORK

DANBURY HOSPITAL • NEW MILFORD HOSPITAL

2012 sep. 4 10:13 AM
WESTERN CONNECTICUT
HEALTH NETWORK

24 Hospital Ave.
Danbury, CT 06810
203.739.7000

WesternConnecticutHealthNetwork.org
DanburyHospital.org
NewMilfordHospital.org

August 30, 2012

Kimberly R. Martone
Director of Operations
Department of Public Health
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Re: Notification Regarding Replacement of Equipment by Western Connecticut Health Network, Inc. for Danbury Hospital's Cath Lab 1

Dear Ms. Martone,

Danbury Hospital will be replacing its current x-ray system in Cath Lab 1 at the end of this calendar year. The existing equipment (Philips Integris single plane digital x ray system) was installed in November of 2000 and will reach the end of life on December 31, 2012. The Hospital has been informed that, at that point, the vendor will no longer be able to guarantee parts availability. The existing system will be de-installed and traded in to Siemens.

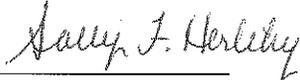
We will be replacing the old equipment with a Siemens Artis Zee ceiling-mounted, single plane C-arm angiography system with high-resolution flat detector. It is an x ray angiography system for primary clinical use in interventional cardiology as well as interventional radiology.

Since Cath Lab 1, located on 7 Tower will be unavailable for use for approximately two months while the old system is removed and the new system is installed, a mobile cath lab will be leased for that period of time that will enable us to continue to provide catheterizations and percutaneous coronary interventions. This mobile lab, provided by Medical Imaging Resources, will be located in the parking lot between the ED and Strook Lobby. It is anticipated that the mobile lab will be in use from approximately October 22, 2012 through December 21, 2012. (See Attachment #1: Lease from Medical Imaging Resources, Inc.). Danbury Hospital's radiation physicist will provide acceptance testing for the x ray equipment. All department and hospital policies and procedures will be enforced with additional oversight provided by Performance Improvement until the new equipment is ready for use back in Cath Lab 1.

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If you have any questions regarding the cath lab equipment, please do not hesitate to call me at 203-739-4903.

Thank you,



Sally F. Herlihy, FACHE
Vice President, Planning



medical imaging resources, inc.

equipment and support solutions • equipment sales • mobile imaging • point sales • engineering services

EQUIPMENT RENTAL AGREEMENT

Danbury Hospital.4.23.12

THIS EQUIPMENT RENTAL AGREEMENT is made as of April 23, 2012 by and between Medical Imaging Resources, Inc., a Michigan corporation ("Lessor") and ("Lessee") Danbury Hospital 24 Hospital Ave. Danbury, CT 06810.

A. Lessor is engaged in the business of providing the equipment (the "Equipment") described on Exhibit A hereto. B. Lessee desires to rent from Lessor the Equipment, and Lessor desires to rent the Equipment to Lessee, on the terms and subject to the conditions specified herein.

NOW, THEREFORE, in consideration of the recitals stated above and the mutual covenants, promises and conditions contained herein, the parties hereto agree as follows:

1. **Rent** - Lessor agrees to rent to Lessee, and Lessee agrees to rent from Lessor, the Equipment on the terms and subject to the conditions specified herein or in the schedules hereto (the "Rental").

2. **Term** - The initial term (the "Initial Term") of the rental shall be for Two (2) months commencing on the first day that the equipment produces hard copy images per specifications or the date on which billable studies are performed, whichever event occurs first, that day to be on or about October 22, 2012 (Commencement Date") and ending December 21, 2012, (the "Expiration Date" unless sooner terminated or extended pursuant to the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, if for any reason Lessor cannot deliver the Equipment to Lessee on the Commencement Date, Lessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Agreement or the obligations of Lessee hereunder or extend the term hereof, but in such case, Lessee shall not be obligated to pay rent until the Equipment is delivered to Lessee.

Lessee may request extensions based on availability in Monthly increments, on the term of the Rental beyond the Initial term by notifying Lessor in writing at least Fifteen (15) working days prior to the expiration date. The amount of rental payments due during such extended term will be [REDACTED] payable in advance. All other terms and conditions of this Agreement will remain in effect for the entire period during which Lessee rents the Equipment from Lessor.

3. **Rent** -The total amount of the rental payments shall be [REDACTED] Plus Transportation Cost of [REDACTED] payable in monthly installments of [REDACTED]. Lessee shall make rental payments at Lessor's address as set forth below or at any place that may be designated by Lessor or its assignees. First Month rental payment shall be due and payable upon the execution of this agreement, Plus a one-time transportation fee of [REDACTED] (This agreement serves as the invoice for the deposit, transportation, and balance due of the first month's rental agreement.) Subsequent rental payments shall be due and payable in advance on the Monthly anniversary day of the Commencement Date during the term of this Agreement. Lessee shall also pay all applicable sales or use taxes with each payment of rent. Any rental payment not made by Lessee within ten days of its due date shall be subject to a late charge of 12%/annum.

4. **Security Deposit** - Lessee shall provide Lessor with an Open Purchase Order for [REDACTED] upon execution hereof as security to be used to offset the cost of any required maintenance or repairs to the Laboratory necessitated by negligence, omissions or actions of Lessee, normal wear and tear excepted. The Purchase Order shall expire Thirty Days (30) after lease end date. The payment by Lessee of any Security Deposit and/or issuance of aforementioned Open Purchase Order shall in no way limit Lessee's liability for damage, maintenance or repairs to the Laboratory, unpaid rental, or damage for Lessee's breach of this Agreement.

120 enterprise drive • ann arbor, michigan 48103 • phone (888) 323-1316 • fax (734) 426-2003
website www.mobileleasing.com

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5. Nature of Transaction - The Equipment is and shall at all times remain the sole and exclusive property of Lessor. Lessee shall not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. Lessor and Lessee agree that regardless of the manner of affixation of the Equipment, the Equipment shall remain personal property of Lessor and shall not become part of the real property of Lessee. The parties do not intend this Agreement to be a conditional sales agreement, chattel mortgage, or security agreement. Lessee acknowledges that Lessor makes no representation, express or implied, concerning the tax or accounting treatment of this Agreement.

6. Inspections and Reports

6.01 Lessee's Inspection - Lessee shall make any and all necessary inspections and tests of the Equipment at Lessee's sole expense, including physicist's reports, health department, building, code, local and state inspections, etc., within two days after installation thereof. Unless Lessee within that time gives written notice to Lessor specifying any defect in the Equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected the Equipment and acknowledged that the Equipment conforms to the manufacturer's specifications, and that Lessee has accepted the Equipment in such condition. Upon Lessor's receipt of any such notification, Lessor shall effect any repairs or maintenance required to correct any defects or conditions identified in Lessee's notice so as to return the Equipment to good working condition in accordance with Section 7.02 of this Agreement, excepted however, that Lessee shall be responsible for any and all modifications and/or alterations necessary as a result of regulatory requirements, including modifications and/or alterations to the electrical distribution systems, plumbing and water/waste systems, lighting, heating and air conditioning, structural systems, and code restrictions and requirements. It is agreed that in the event that such modifications/alterations delay the ability of Lessee to perform patient procedures, Lessee shall continue to be responsible for and be obligated to pay the rent for the Equipment provided under Section 2 hereof beginning on the original Commencement Date, whether or not Lessee is able to utilize the Equipment to perform patient procedures.

6.02 Lessor's Right to Inspect - Lessor, at its discretion, and upon reasonable notice, shall have the right to enter the premises where the Equipment is located at any time to inspect and examine the equipment to ensure Lessee's compliance with its obligations under this Agreement.

6.03 Reports Concerning Equipment - Lessee shall immediately notify Lessor of (i) any accident or damage connected in any way with the Equipment, and include in such notice the time, place, and names and addresses of persons involved in such accident and of witnesses thereto, and such other information as may be pertinent to Lessor's investigation of the accident, except for privileged information and (ii) any defect in the Equipment of which Lessee becomes aware no later than 24 hours after Lessee becomes aware of any such defect. Lessee shall also notify Lessor in writing within ten (10) days after any tax lien, attachment, or other judicial process shall attach to any unit of the Equipment. Lessee shall file all necessary accident reports, including those required by law and those required by insurers of the Equipment. Lessee, its employees and agents shall cooperate fully with Lessor and all insurers providing the insurance under this Agreement in the investigation and defense of any and all claims or suits. Lessee shall promptly deliver to Lessor any and all papers, notices and documents served or delivered to Lessee, its employees or agents in connection with any claim, suit, action or proceeding at law or in equity commenced or threatened against Lessee, Lessor or both concerning the Equipment, except for privileged materials or information. On demand by Lessor, Lessee shall give Lessor written notice of the exact location of the Equipment.

7. Operating Matters

7.01 Licensing, Registration, and Taxes - Lessee shall be liable for and pay on or before their due dates, all license and registration fees, sales taxes, use taxes, personal property taxes, business property taxes, assessments and all other direct taxes or governmental charges imposed on the Equipment or levied against, or based on, the amount of rent to be paid under this Agreement or assessed in connection with the Rental of the Equipment, together with any penalties or interest applicable to them. The term "direct taxes" as used herein shall include all taxes (except income taxes of Lessor), and other charges and fees imposed by any federal, state, county, municipal or other governmental authority. Lessee shall promptly notify Lessor and send Lessor copies of any notices, reports or inquiries from authorities concerning taxes, fees or other charges levied or to be levied against or with respect to the Equipment. If by law any such registration or license fee or tax is billed to Lessor, Lessee at its expense will do all things required to be done by Lessor in connection with the licensing or registration procedure and the levying or assessment of any such tax, including payment thereof.

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7.02 Location, Use, Reports, Maintenance, and Identification - The Equipment shall be maintained at Lessee's place of business located at 24 Hospital Avenue Danbury CT 06810, provided, however, that it may be moved by Lessee provided that Lessor gives its prior written consent to such relocation. Without Lessor's prior written consent, Lessee shall not affix or attach all or any part of the Equipment to any real property.

Lessee shall assume all obligations and liabilities with respect to the possession, use, operation, condition and storage of the Equipment during the Initial Term, and any extensions thereof. Lessee shall use the Equipment in a careful and proper manner, shall comply with all laws, ordinances, and regulations relating to its use, operation, or maintenance, and shall not use the Equipment for any illegal purpose. Lessee shall use the Equipment only in the manner contemplated by the manufacturer thereof.

Lessor shall effect and bear the expense of all repairs, maintenance and replacements required to maintain the equipment in good condition, reasonable wear and tear excepted between the hours of 9 am to 5 pm, Monday through Friday excluding MTR observed holidays. Lessor shall contract with and provide for an on-call repair service with the necessary expertise, personnel and equipment to provide repair service to the Equipment. Lessee agrees to maintain accurate and complete records of all repairs and maintenance of the Equipment and to allow Lessor to inspect said records at any time during business hours of Lessee. Lessee shall keep the Equipment protected from the elements except during use in the normal manner.

Lessee shall not make any additions to, or improvements or alterations to the Equipment without Lessor's prior written consent. All additions to and improvements and alterations shall be at the sole expense of Lessee. All additions, improvements and alterations shall become the property of Lessor on expiration or earlier termination of this rental Agreement.

Lessee shall affix to and maintain on the Equipment all labels and plates provided by Lessor, or conspicuously mark the Equipment with such language as Lessor may reasonably request, to the effect that the Equipment is owned by Lessor and is subject to this Agreement. Lessee shall not remove, obscure, deface, or obliterate any such label or plate or permit any person to do so.

7.03 Insurance, Loss and Damage - Without in any way limiting the undertaking of Lessee in Section 11 hereof, Lessee, at its sole expense, shall procure and maintain, from the Commencement Date until the Equipment is delivered to Lessor in accordance with Section 8 hereof, physical damage insurance by companies satisfactory to Lessor in limits of not less than:

Physical damage:	\$1,200,000.00
Bodily injury:	\$3,000,000.00
Property damage:	\$1,000,000.00
	or actual equipment cost, whichever is greater

Coverage shall be in the form and amounts as directed by Lessor from time to time. Each such insurance policy shall provide that if Lessee fails to maintain such insurance, Lessor shall have the right, but shall not be obligated, to effect such insurance for the account of Lessee without prejudice to any other rights that Lessor may have. Any expense so incurred by Lessor shall be payable by Lessee to Lessor at the next due date for rental payments. Lessee's failure to procure or maintain the insurance required by this Section shall constitute a default under this Agreement. Lessee shall also provide comprehensive, fire, theft, and additional combined insurance coverage at Lessee's sole cost and expense. All insurance policies shall name Lessor as an additional insured. Lessee shall cause each insurer to furnish to Lessor, no less than TEN days prior to the expiration of existing insurance, a certificate (or other evidence required by lessor) evidencing the required coverage.

The proceeds of any physical damage insurance, including fire, theft, extended coverage, vandalism, malicious mischief, collision, damage caused by lightning strike and or electrical surges or and other insurance covering risks of loss to owners of interest in the Equipment shall be payable to the parties as their interests may appear.

In the event of loss, damage, theft or destruction not adequately covered by insurance, Lessor shall have the option to require Lessee to (i) repair or restore the Equipment to good condition and working order, (ii) replace the Equipment with similar equipment in good repair, condition, and working order, or (iii) turn over to Lessor all

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insurance proceeds associated with such loss, damage, theft, destruction, or requisition of the Equipment and cancel this rental agreement.

Lessee assumes the entire risk of loss (including, without limitation, economic loss through extraordinary and premature wear), damage, theft, or destruction, and of requisition of the Equipment by any governmental agency, whether or not that loss, damage, theft, destruction, or requisition of all of any unit of the Equipment shall relieve Lessee of its obligation under this Agreement. Nothing in this Agreement shall authorize Lessee or any other person to use or operate the Equipment so as to impose any liability or other obligation on Lessor.

7.04 Warranties-Except as set forth in this Agreement, Lessor makes no warranties, express or implied, as to the condition, merchantability, fitness for a particular purpose, or any other matter concerning the Equipment, and Lessee accepts the equipment "AS IS". Lessee waives any claim Lessee might have against Lessor for any defects in the Equipment, by use or maintenance, or by any servicing or adjustment of the Equipment. Lessee acknowledges that Lessor is not a dealer in equipment of any kind, and that the Equipment under rental is of a type, size, design and capacity selected solely by Lessee as suitable for its purposes.

NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, HAVE BEEN MADE BY LESSOR. LESSOR DOES NOT WARRANT THAT THE EQUIPMENT IS MERCHANTABLE OR IS FIT FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL LESSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SALES, INJURY TO PERSON OR DAMAGE TO PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES.

7.05 Liens. Lessee shall not pledge, encumber, create a security interest in, or permit any lien to become effective on the Equipment. Lessee shall promptly notify Lessor of any liens, charges, or other encumbrances of which Lessee has knowledge. Lessee shall promptly pay or satisfy any obligation from which any lien or encumbrance arises, and shall otherwise keep the Equipment and all right, title and interest free and clear of all liens, charges and encumbrances. Lessee shall deliver to Lessor appropriate satisfactions, waivers or evidences of payment.

8. Termination

8.01 Surrender or Termination of Rental. At the expiration or earlier termination of this rental, unless this Agreement is extended pursuant to Section 2 hereof, Lessee shall return the Equipment free of all advertising or insignia placed on it by Lessee and in good condition, repair, and working order, ordinary wear and tear excepted. Lessee shall surrender the Equipment available for such delivery. If Lessee fails or refuses to return the Equipment to Lessor, Lessor shall have the right to take possession of the Equipment and, for that purpose, to enter any premises where the Equipment is located without being liable in any suit, action, defense, or other proceedings to Lessee.

8.02 Holding Over-Any use of Equipment by Lessee beyond the Term of any rental subject to this rental agreement shall be considered an extension of the original rental on a month-to-month basis, and all obligations of Lessee shall continue during

such holding over subject to the provisions of Sections 2 and 3 hereof. During any such holding over period, Lessor may terminate this Agreement and take possession of the Equipment on demand after thirty (30) days' written notice to Lessee.

9. Default and Remedies

9.01 Events of Default-Time is of the essence of this Agreement and in each provision contained within, and each provision is made and declared to be a material, necessary and essential part of this Agreement. Any of the following occurrences shall be an event of default (each an "Event of Default") under this Agreement: (i) if Lessee defaults in the payment of any sum of money to be paid under this Agreement and such default continues for five (5) days; (ii) if Lessee commits any act of bankruptcy, or any proceeding under the bankruptcy act is commenced by or against Lessee; (iii) if a writ of attachment or execution is levied on any item of Equipment and is not discharged within five (5) days after that levy; (iv) if a receiver is appointed to take possession of any item of the Equipment; (v) if Lessee dissolves or ceases to carry on business; (vi) if Lessee transfers substantially all of its assets or merges or consolidates with or is acquired by any other person or entity other than an affiliate of Lessee, without Lessor's prior written consent, which consent shall not be unreasonably withheld; (vii) if any of the representations and warranties made by Lessee in this Agreement are not true and correct in any material respect; (viii) if Lessee fails to procure or

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maintain insurance as required by this Agreement or if any such insurance coverage is canceled by the carrier thereof; (ix) if Lessee attempts to assign, pledge, or hypothecate any interest in this Agreement or any rental subject to this Agreement or to subrent or lend all or part of the Equipment without Lessor's prior written consent other than an affiliate of Lessee; or (x) if any financial statement delivered to Lessor pursuant to this Agreement is not true and correct in any material respect.

9.02 Remedies. On the occurrence of any Event of Default, Lessor shall have the following options, without further notice to or demand on Lessee:

1) Lessor may enter on any premises wherever situated and disable the Equipment, and/or restrict access to the Equipment, and/or take possession of the Equipment and remove it from the premises, and/or pursue any other remedy that Lessor may have in law or equity, and none of said actions shall relieve Lessee of any obligation or liability Lessee would otherwise have under this Lease Agreement. Upon the occurrence of the defaults set forth, Lessor shall not exercise any of the remedies set forth herein until Lessor has sent Lessee written notice of said default and Lessee has failed to cure said default within three (3) days after receipt of said notice provided, however, that if said event of default is such as to make Lessor reasonably insecure as to the protection of Lessor's ownership rights in the Equipment, or the preservation of the condition of the Equipment, or the guarantee of the lessor's access to the Equipment, or the guarantee of any payment due, then Lessor may take reasonable steps to protect Lessor's ownership rights, preserve the condition of the Equipment, and/or guarantee Lessor's access to the Equipment and/or guarantee any and all payments due, without regard to requirements of notice or rights to cure, including denying Lessee's access to the equipment. The exercise of any of the above remedies by Lessor shall not obligate Lessor to an extension of the term of this Agreement beyond the original termination date, whether or not there is a cure by Lessee, and Lessee shall forfeit any days of not being able to utilize the equipment as a result of its default.

(2) Rent the Equipment to such persons, at such a rental and for such period of time (which may extend beyond the term of this Agreement) as Lessor shall elect. Lessor shall apply the net proceeds of any such rental to payment of Lessee's obligations under this Agreement. For this purpose, "net proceeds" means the proceeds of any rental under this section minus all costs and expenses incurred in connection with the recovery, repair, storage or testing of the Equipment. Lessee shall remain liable for any deficiency which shall be paid as directly by Lessor.

(3) Sell the Equipment at a public or private sale for cash or credit. Lessor shall apply the net proceeds of that sale to the payment of Lessee's obligations under this Agreement. For this purpose "net proceeds" means the proceeds of any sale under this Section minus all cost and expenses incurred in connection with the recovery, repair, storage, testing or sale of the Equipment. Lessee shall remain liable for any deficiency which shall be paid as directed by Lessor.

(4) Terminate this Agreement and recover from Lessee the worth, at the time of termination, of the excess of the remaining term of this Agreement over the then reasonable rental value of the Equipment for the same period.

(5) In lieu of taking possession of the Equipment or terminating this Agreement, declare the entire amount of rent accrued and immediately due and payable. In that event, Lessee shall pay to Lessor the commuted value of that entire amount of rent plus any costs and expenses, as provided in this Agreement, suffered by Lessor by reason of Lessee's default, including court and attorney's fees. Nonpayment of these amounts shall constitute a separate and independent default. If, because of any separate default after Lessor elects the remedy provided in this subsection, Lessor terminates this Agreement and takes possession of the Equipment, Lessor shall, at Lessor's option, (I) refund to Lessee, (II) set off against any sums due from Lessee to Lessor, or (III) hold as security for the performance of any obligations of Lessee to Lessor which may then be contingent or may become due, the full amount of any rent prepaid by Lessee because of Lessor's election of the remedy provided in this subsection.

(6) Bring legal action to recover all rents or amounts accrued then or accruing later from Lessee to Lessor under this Agreement.

(7) Pursue any other remedy Lessor may have at law, in equity or otherwise.

10. Assignment.

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10.01 Assignment by Lessee. Lessee shall not assign, pledge, or hypothecate this Agreement nor any interest therein nor shall Lessee sublet or lend all or any part of the Equipment other than an affiliate of Lessee, without Lessor's prior written consent, which consent shall not be unreasonably withheld.

10.2 Assignment by Lessor. Lessor may assign, pledge, or in any other way transfer all or part of this Agreement, without notice to Lessee. Should any rental or any interest in this Agreement be assigned or should the rentals under this Agreement be assigned, no breach or default by Lessee of this Agreement or any other agreement between Lessee and Lessor shall excuse performance by Lessee of any provision of this Agreement, and in case of default, no assignee shall be obligated to perform any covenant, condition, or obligation required to be performed by Lessor under this Agreement.

11. Indemnity. Lessee and Lessor agree to defend at their own cost and to indemnify and hold harmless each other, their agents and employees, from and against any and all loss, claims, costs, expenses (including attorney's fees), damages and liabilities caused by the indemnifying party's negligent acts or omissions, resulting directly or indirectly from or pertaining to the use, condition, or operation of the Equipment under this Agreement. Such loss, claims, costs, expenses, damages and liabilities shall include, without limitation (i) those arising from the death or personal or bodily injury to any agent or employee of Lessee or Lessor, or any third person, and (ii) those arising from damage to the property of Lessee or Lessor, their agents or employees, or any third person, firm or corporation.

12. Preparation of Site. Lessee shall have the sole responsibility for preparing the site for installation of the Equipment. It is agreed and understood that in order to install the Equipment and make it operative the site selected by Lessee for the Equipment must be furnished with power meeting the following criteria: clean 480Volt, 3 phase, 150 Amp service,; free of transient voltage surges and is in phase balance, water, waste, patient call system, fire alarm connections, and telephony in accordance with the documents heretofore furnished to Lessee by Lessor and/or as required by state and local codes. It is agreed that Lessee shall have the responsibility, at its sole cost and expense, to prepare the site to comply with governmental requirements, including building codes, foundations, etc. and with the requirements set forth in said documents and/or such local and/or state codes and to construct canopies or other improvements it desires. Such requirements and improvements must be constructed and ready for use no later than five (5) business days prior to the Commencement Date in order to permit Lessor to deliver and install the Equipment so that it is operative on the Commencement Date. It is agreed and understood that unless Lessee performs to its responsibilities under this Agreement on a timely basis the Equipment shall not be operative on the Commencement Date. In such event, Lessee shall continue to be responsible for and be obligated to pay the rent for the Equipment provided under Section 2 hereof beginning on the Commencement Date, whether or not the Equipment is operative.

13. Miscellaneous Provisions.

13.01 Notices. All notices required or permitted under this Agreement on a timely basis may be delivered personally or mailed as first-class mail to the party at the address set forth below, or at such other address as either party may designate in writing from time to time. Any such mailed notice shall be effective forty-eight hours after it has been deposited in the United States mail, properly addressed, and postage prepaid.

13.02 Waiver. No waiver of obligations, conditions, or covenants shall be considered or take place unless the waiver is in writing and signed.

13.03 Survival of Covenants. Wherever the context permits, Lessee's covenants under this Agreement shall survive the delivery and return of the rental Equipment.

13.04 Severability. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, and any prohibition or unenforceability of any provision or render it unenforceable in any other jurisdiction.

13.05 Financial Statements. Lessee agrees to provide to Lessor such financing statements as deemed necessary to perfect its security interest in and to the Equipment, such statements to include copies of Lessee's audited statement of income and its balance sheet for the most recent fiscal year.

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13.06 Absolute Lease. This lease is irrevocable for the full term and for the aggregate rentals as set forth in this Agreement. Lessor and Lessee acknowledge and agree that this constitutes a net lease and that, unless otherwise noted, Lessee's obligation to pay all rent and any and all amounts payable by Lessee under this Agreement shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever, and that such payments shall be and continue to be payable in all events. Lessee acknowledges and agrees that Lessor is not the manufacturer of the Equipment, nor is Lessor the maintenance, repair or equipment warranty work provider and that Lessee will not offset, withhold or fail to make any payment to Lessor by reason of any claim related to the manufacture of the Equipment or a defect in the Equipment or to maintenance, repair, or warranty work.

13.07 Amendments. No term or provision of this Agreement may be changed, waived, discharged, or terminated orally, but only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

13.08 Captions. Captions in this Agreement are for convenience of reference only and shall not define or limit the terms or provisions of this Agreement.

13.09 Governing Law. This Agreement and all rentals under it shall be governed by, and construed in accordance with, the laws of Michigan including all matters of construction, validity, and performance.

13.10 Attorney's Fees and Costs. The remedies provided are cumulative and may be enforced separately or concurrently. If any action is brought to enforce the obligations or rights of the parties under this agreement, the prevailing party in that action will be entitled to all costs and expenses, including attorney's fees and/or collection fees, incurred in the action.

13.11 Access. If required by Section 1395x(v)(1) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, Lessor will make available the books, records, and documents as required by such Section, and will insert the clause required by such Section in any subcontract with a related organization.

13.12 Emergency Power and Auxiliary Systems. The Equipment does not have its own emergency stand-by power in case of a power failure. Lessee accepts full responsibility for any emergency power and/or additional auxiliary power system as required or requested by the hospital or any governing agency. Liability due to a failure of power to the Equipment is the sole responsibility of the Lessee.

13.13 Biomedical Waste Lessee is and will remain at all times responsible for any and all biomedical waste disposal and handling.

13.14 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto relating to the subject matter herein and merges all prior discussion between them. No modification of or amendment to this Agreement shall be effective unless in writing signed by an officer of the party to be charged.

IN WITNESS WHEREOF, the parties to this Agreement have executed it on the day and year first above written.

LESSOR:
MEDICAL IMAGING RESOURCES, INC.
a Michigan Corporation

LESSEE:
Danbury Hospital

By: _____

By: _____

John Vartanian
Its: President
Address: 120 Enterprise Drive
Ann Arbor, MI 48103

Its: _____
Address: 24 Hospital Ave.
Danbury, CT 06810

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EXHIBIT "A"

MOBILE ANGIOGRAPHY UNIT

Equipment Provided by:

Medical Imaging Resources, Inc.

X-Ray/Imaging Systems – Siemens Axiom Artis

Power Contrast Injector – MedRad

Hemodynamic Monitoring Unit - ~~Medrad~~ *Siemens Jena N*

Mobile Housing – Mobile medical trailer w/ expandable sides; leveling system; Hydraulic patient lift w/ external and internal controls; HVAC units w/ AC and two-stage heating; Stainless steel scrub sink; Hospital-grade laminate walls; Hospital-grade flooring throughout; Hospital-white exterior paint.

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