

COMMONWEALTH OF VIRGINIA

APPLICATION FOR A

MEDICAL CARE FACILITIES CERTIFICATE OF PUBLIC NEED

(CHAPTER 4, ARTICLE 1:1 OF TITLE 32.1,

SECTIONS 32.1 – 102.1 THROUGH 32.1 – 102.12 OF

THE CODE OF VIRGINIA OF 1950, AS AMENDED)

OUTPATIENT FACILITIES

Application for a Certificate of Public Need

to

Establish Cardiac PET/CT at

**Heart and Vascular Specialists, P.C.
(DBA Loudoun Medical Group)**

COPN Request No. VA-8876

Planning District 8

March 31, 2026

SECTION I

FACILITY ORGANIZATION AND IDENTIFICATION

- A. **Heart and Vascular Specialists, P.C. (DBA Loudoun Medical Group)**
 Official Name of Facility
19465 Deerfield Avenue, Suite 405
 Address
Leesburg **VA** **20176**
 City State Zip
(571)252-8119
 Telephone
- B. **Heart and Vascular Specialists, P.C. (DBA Loudoun Medical Group)**
 Legal Name of Applicant
19465 Deerfield Avenue, Suite 405
 Address
Leesburg **VA** **20176**
 City State Zip
- C. Chief Administrative Officer
Ather Anis, MD
 Name
19465 Deerfield Avenue, Suite 405
 Address
Leesburg **VA** **20176**
 City State Zip
(571) 252-8119
 Telephone
- D. Person(s) to whom questions regarding application should be directed:
Nancy Nesbit
 Name
19465 Deerfield Avenue, Suite 405
 Address
Leesburg **VA** **20176**
 City State Zip
(571) 252-8119
 Telephone
- E. Type of Control and Ownership (Complete appropriate section for both owner and operator.)
 Will the facility be operated by the owner? Yes **X** No _____

Owner of the Facility
(Check one)ProprietaryOperator of Facility
(Check one)

- | | | |
|-----------------------|---|---------------------------------|
| (1) <u> X </u> | (1) Individual | (1) <u> </u> |
| (2) <u> </u> | (2) Partnership-attach copy of Partnership Agreement and receipt showing that agreement has been recorded | (2) <u> </u> |
| (3) <u> </u> | (3) Corporate attach copy of Articles of Incorporation and Certificate of Incorporation | (3) <u> X </u> |
| (4) <u> </u> | (4) Other <u> </u> Identify | (4) <u> </u> |

Non-Profit

- | | | |
|-----------------------|---|---------------------------------|
| (5) <u> </u> | (5) Corporation-attach copy of Articles of Incorporation and Certificate of Incorporation | (5) <u> </u> |
| (6) <u> </u> | (5) Other <u> </u> Identify | (6) <u> </u> |

Governmental

- | | | |
|------------------------|---------------------------------------|----------------------------------|
| (7) <u> </u> | (7) State | (7) <u> </u> |
| (8) <u> </u> | (8) County | (8) <u> </u> |
| (9) <u> </u> | (9) City | (9) <u> </u> |
| (10) <u> </u> | (10) City/County | (10) <u> </u> |
| (11) <u> </u> | (11) Hospital Authority or Commission | (11) <u> </u> |

See Attachment I.E. Articles of Incorporation and Certificate of Incorporation

F. Ownership of the Site (Check one and attach copy of document)

- | | |
|-----------------------|--|
| (1) <u> </u> | Fee simple title held by the applicant |
| (2) <u> </u> | Option to purchase held by the applicant |
| (3) <u> X </u> | Leasehold interest for not less than <u> 5 </u> years |
| (4) <u> </u> | Renewable lease, renewable every <u> </u> years |
| (5) <u> </u> | Other <u> </u> (Identify) |

See Attachment I.F. Lease Agreement

- G. Attach a list of names and addresses of all owners or persons having a financial interest of five percent (5%) or more in the medical care facility. **Heart and Vascular Specialists, P.C. is a proprietary professional corporation. Dr. Ather Anis, M.D. is the sole owner, sole principal, and sole officer of the corporation. There is not a board of directors. It is affiliated with the Loudoun Medical Group which provides administration services.**

- (a) In the case of proprietary corporation also attach:

1. A list of the names and addresses of the board of directors of the corporation.

Ather Anis, M.D. is sole Principal

2. A list of the officers of the corporation.

Ather Anis, M.D. is President

3. The name and address of the registered agent for the corporation.

Ather Anis, M.D. is agent.

(b) In the case of a non-profit corporation also attach:

1. A list of the names and addresses of the board of directors of the corporation
2. A list of the officers of the corporation
3. The name and address of the registered agent for the corporation

Not Applicable.

(c) In the case of a partnership also attach:

1. A list of the names and addresses of all partners.
2. The name and address of the general or managing partner.

Not Applicable

(d) In the case of other types of ownership, also attach such documents as will clearly identify the owner.

H. List all subsidiaries wholly or partially owned by the applicant.

Not Applicable

I. List all organizations of which the applicant is wholly or partially owned subsidiary.

Not Applicable

J. If the operator is other than the owner, attach a list of the names(s) and addresses of the operator(s) of the medical care facility project. In the case of a corporate operator, specify the name and address of the Registered Agent. In the case of the partnership operator, specify the name and address of the general or managing partner.

Not Applicable

K. If the operator is other than the owner, attach an executed copy of the contract or agreement between the owner and the operator of the medical care facility.

Not Applicable

SECTION II

ARCHITECTURE AND DESIGN

A. Location of the Proposed Project

1. Size of site: Not Applicable (Lease of office suite) acres
2. Located in Leesburg Loudoun Planning District 8
City / County / Planning District
3. Address or directions 19465 Deerfield Avenue, Suite 405
Leesburg, VA 20176

4. Has site been zoned for type of use proposed:

X Yes (Attach copy of zoning or use permit)
 No

If no, explain status. **This is an existing medical office tha
has operated at this location for man**

B. Type of project for which years. Certificate of Public Need is requested. (Check one)

1. New construction
2. Remodeling/modernization of an existing facility
3. No construction or remodeling/modernization
4. X Other (Identify) Establishment of Fixed Cardiac PET/CT imaging

C. Design of the facility

1. Does the facility have a long-range plan? If yes, attach a copy.

Heart and Vascular Specialists, P.C. is a single-physician cardiology practice founded and operated by Dr. Ather Anis, M.D. The practice's long-range plan is to deliver comprehensive, integrated cardiovascular care to the patients and communities of Loudoun County and Planning District 8, and to grow the practice's physician complement over time as patient volume and market demand support. The addition of on-site cardiac PET/CT imaging is a central component of this plan for two reasons: first, it directly improves the diagnostic capabilities available to the current patient panel; and second, access to state-of-the-art PET/CT technology is an important recruiting differentiator in the competitive cardiology talent market.

The 2025 ASNC Position Statement on Clinical Indications for PET MPI and Myocardial Blood Flow Quantification (Bateman TM et al., Journal of Nuclear Cardiology, 2025, doi: 10.1016/j.nuclcard.2025.102619) now recommends cardiac PET MPI, if available, as the preferred modality for all patients who meet criteria for myocardial perfusion imaging, with no clinical exclusions. This updated guidance is reflected in the 2021 AHA/ACC/ASE Chest Pain Guidelines (Class 2a), the 2023 AHA/ACC Chronic Coronary Disease Guidelines (Class 2a), and the 2024 ESC Guidelines for Chronic Coronary Syndromes (Class 1 in intermediate-to-high risk patients). The practice's long-range plan is squarely aligned with this trajectory.

2. Briefly describe the proposed project with respect to location, style and major design features, and the relationship of the current proposal to the long-range plan.

The proposed project involves the installation of a Siemens Biograph Horizon 16-slice PET/CT system (with Quality Guard) and associated processing station with coronary flow reserve (CFR) capability, leased from CDL Nuclear Technologies, LLC under a signed Equipment Lease, Isotope Sale, and Services Agreement dated March 23, 2026.

3. Describe the relationship of the facility to public transportation and highway access.

19465 Deerfield Avenue is accessible via Dulles Greenway (Route 267) and Route 7. The building provides ample on-site surface parking including designated accessible spaces. Loudoun County Transit serves the Lansdowne area. The site is accessible by ride-share services and regional paratransit providers that routinely serve the medical office complex

4. Relate the size, shape, contour, and location of the site to such problems as future expansion, parking, zoning, and the provision of water, sewer and solid waste services.

Not applicable. There is no plan or expectation of further expansion or concerns around zoning or parking at this location based on the plan to continue to operate the clinic following acquisition of the PET/CT camera. Currently, the landlord includes water with the cost of the monthly lease and passes through the electricity fees as it is shared among the tenants. An allocation of monthly electrical along with the portion of the annual rent and other administrative fees charged by LMG are set forth in the pro-forma.

5. If this proposal is to replace an existing facility, specify what use will be made of the existing facility after the new facility is completed.

N/A. This is a retrofit of an existing facility.

6. Describe any design features which will make the proposed project more efficient in terms of construction costs, operating costs, or energy conservation.

The buildout uses existing suite square footage, eliminating facility-level capital costs. CDL's buildout allowance of up to \$350,000 (repaid pro rata over the 60-month lease term as a component of the Equipment Fee) substantially reduces out-of-pocket construction costs and eliminates any need for external debt financing. CDL's proprietary design and construction management process controls cost and schedule. The Rb-82 generator model eliminates off-site radiopharmaceutical synthesis and daily deliveries. The compact scan room / hot lab / control room footprint optimizes clinical workflow and throughput, targeting eight exams per service day.

D. Describe and document in detail how the facility will be provided with water, sewer and solid waste services. Also describe power source to be used for heating and cooling purposes. Documentation should include, but is not limited to:

1. Letters from appropriate governmental agencies verifying the availability and adequacy of utilities,
2. National Pollution Discharge Elimination System permits,
3. Septic tank permits, or
4. Receipts for water and sewer connection and sewer connection fees.

Not Applicable All power and utilities are provided and will remain provided following completion of the retrofit of the office space.

E. Space tabulation – (show in tabular form)

1. If Item #1 was checked in II-B, specify:
 - a. The total number of square feet (both gross and net) in the proposed facility.
 - b. The total number of square feet (both gross and net) by department and each type of patient room (the sum of the square footage in this part should equal the sum of the square footage in (a) above and should be consistent with any preliminary drawings, if available).

Not Applicable

2. If Item #2 was checked in II-B, specify:
 - a. The total number of square feet (both gross and net) by department and each type of patient room in the existing facility.
 - b. The total number of square feet (both gross and net) to be added to the facility.
 - c. The total number square feet (both gross and net) to be remodeled, modernized, or converted to another use.
 - d. The total number of square feet (both gross and net) by department and each type of patient room in the facility upon completion. (The sum of square footage in this part should equal the sum of the square footages in parts (a) and

- (b) above and should be consistent with any preliminary drawings, if available.
(The department breakdown should be the same as in (a) above.)

Not Applicable

3. Specify design criteria used or rationale for determining the size of the total facility and each department within the facility.

In designing the Cardiac PET/CT suite, a main consideration are the minimal service clearances around each camera. The length and width of the lab are based on these clearances and the configuration of ancillary equipment. A PET/CT camera requires 24/7 HVAC and 480V 3-phase power into the camera room. The Applicant's design follows the Siemens installation and use guidelines and system requirements. The project buildout plan will minimize disruption to the building as much as possible and will use all appropriate drop cloths and other barriers to minimize dust and noise, during practice hours.

- F. Attach a plot plan of the site which includes at least the following:

1. The courses and distances of the property line.
2. Dimensions and location of any buildings, structures, roads, parking areas, walkways, easements, right-of-way, or encroachments on the site.

See Attachment: II.G — Plot and elevation overview of property site. Again, this is a leasehold, so the Applicant are not the owners of the property which is a business park.

- G. Attach a preliminary design drawing drawn to a scale of not less than 1/16"-1'0" showing the functional layout of the proposed project which indicates at least the following:

1. The layout of each typical functional unit.
2. The spatial relationship of separate functional components to each other.
3. Circulatory spaces (halls, stairwells, elevators, etc.) and mechanical spaces.

**See Attachment: II.G — CDL Siemens Horizon Concept Plan 5, Rev A
II.G — Crane/Rigging Location Plan**

- H. Construction Time Estimates

1. Date of Drawings: Preliminary March 25, 2026 Final June 1, 2026

2. Date of
Construction: Begin September 20, 2026 Completion December 25, 2026
3. Target Date of Opening: January 1, 2027

SECTION III SERVICE DATA

- A. In brief narrative form describe the kind of services now provided and and/or the kind of services to be available after completion of the proposed construction or equipment installation.

Heart and Vascular Specialists, P.C. is a cardiology-only specialty practice. Current services include: electrocardiography; ambulatory cardiac monitoring; transthoracic and transesophageal echocardiography; pharmacologic and exercise stress testing; SPECT MPI with Tc-99m (CPT A9502 + 93015); peripheral vascular ultrasound; electrophysiology evaluation; and general cardiovascular disease management.

The proposed project adds fixed cardiac PET/CT MPI using Rb-82 with pharmacologic stress. The CT component will be used for attenuation correction and coronary calcium scoring; it will not be operated as a standalone diagnostic CT service.

Service	Existing	To Be Added	Discontinued
Ultrasonography — cardiac and vascular	X		
Radioisotope imaging — SPECT MPI (existing; Tc-99m; CPT A9502 + 93015)	X		
Radioisotope imaging — Cardiac PET/CT MPI using Rb-82 (new)		X	
CT — attenuation correction and coronary calcium scoring (cardiac PET/CT component only; not standalone CT)		X	
Cardiac monitoring	X		
Pharmacologic and exercise stress testing	X		

- B. Describe measures used or steps taken to assure continuity of care.

Cardiac PET/CT results will be interpreted by Dr. Anis on the same day as imaging and integrated into the patient's cardiovascular care record. Because the imaging service is co-located within the practice, there are no handoff delays and no referral pathway required for established patients. Results will be communicated to external referring physicians — including the independent primary care and internal medicine practices that have submitted letters of support with this application — promptly by electronic report and, for urgent findings, by direct physician contact. Transfer arrangement maintained with Inova Loudoun Hospital for patients requiring inpatient evaluation.

- C. What procedures are utilized in quality care assessment?

The practice will pursue IAC Nuclear/PET accreditation through CDL's accreditation assistance program (Lease Section 1(b)(3), \$3,000 fee). Dr. Anis holds board certification in cardiovascular disease and nuclear cardiology (ABIM/CBNC). The practice will implement peer review of imaging studies, equipment quality control per CDL/manufacture protocols, and ongoing CME. The Authorized CNMT will perform required daily quality control and infusion system testing per Lease Section 23.

- D. Describe the plan for obtaining additional medical, nursing and paramedical personnel required to staff the project following completion and identify the sources from which such personnel are expected to be obtained.

Heart and Vascular Specialists, P.C. currently has one physician — Dr. Ather Anis, M.D., FACC, FSCAI, RPVI, the sole owner and principal. The practice is actively seeking to recruit a second cardiologist; this recruitment is desired but not yet completed, and the application reflects one physician currently and two physicians as the post-project target.

The new cardiac PET/CT program requires: one new CNMT hired from the Northern Virginia/Washington, D.C. metropolitan healthcare workforce; one part-time contracted Radiation Safety Officer/medical physicist; and part-time administrative/scheduling support. CDL Nuclear Technologies provides an application specialist for initial training (Lease Section 20) and a pool of credentialed technologists for ramp-up and contingency coverage, ensuring operational continuity from the Date of First Billable Use.

E. Facilities and Services to be Provided (Check)

	<u>Existing</u>	<u>This Project To be Added</u>	<u>This Project to be Discontinued</u>
1. Outpatient Surgery	_____	_____	_____
2. Post Operative Recovery Room	_____	_____	_____
3. Pharmacy with:			
full-time pharmacists	_____	_____	_____
part-time pharmacists	_____	_____	_____
4. Diagnostic Radiological Services	<u>SPECT</u>	<u>PET/CT</u>	_____
x-ray	_____	_____	_____
radioisotope	_____	_____	_____
CT scanning	_____	_____	_____
5. Therapeutic Radiological Services	_____	_____	_____
Specify Source(s) or Type(s) or	_____	_____	_____
Equipment Used	_____	_____	_____
Siemens Biograph Horizon 16	_____	_____	_____
slice 3D PET/CT	_____	_____	_____

- | | | | | |
|-----|-----------------------------------|--|--|--|
| 6. | Clinical Pathology Laboratory | | | |
| 7. | Blood Bank | | | |
| 8. | Electroencephalography | | | |
| 9. | Electrocardiography | | | |
| 10. | Ultrasonography | | | |
| 11. | Respiratory Therapy | | | |
| 12. | Renal Dialysis: | | | |
| | Chronic outpatient | | | |
| | Home dialysis training | | | |
| 13. | Alcoholism Service | | | |
| 14. | Drug Addiction Service | | | |
| 15. | Physical Therapy Department | | | |
| 16. | Occupational Therapy Department | | | |
| 17. | Medical Rehabilitation Outpatient | | | |
| 18. | Psychiatric Service: | | | |
| | Outpatient | | | |
| | Emergency Service | | | |
| 19. | Clinical Psychology | | | |
| 20. | Outpatient Emergency Service | | | |
| 21. | Social Service | | | |
| 22. | Family Planning Service | | | |
| 23. | Genetic Counseling Service | | | |
| 24. | Abortion Service | | | |
| 25. | Pediatric Service | | | |
| 26. | Obstetric Service | | | |
| 27. | Gynecological Service | | | |
| 28. | Home Care Service | | | |
| 29. | Speech Pathology Service | | | |
| 30. | Audiology Service | | | |
| 31. | Paramedical Training Program | | | |
| 32. | Dental Service | | | |
| 33. | Podiatric Service | | | |
| 34. | Pre-Admission Testing | | | |
| 35. | Pre-Discharge Planning | | | |
| 36. | Multiphasic Screening | | | |
| 37. | Other (Identify) | | | |
| | Cardiac Monitoring | | | |
| | | | | |
| | | | | |

F. Program

1. Is (will) this outpatient facility (be) a department, unit, or satellite of a hospital?

_____ Yes (Give name of hospital) _____
 X No

2. Is this outpatient facility affiliated with or does it have a transfer agreement with a hospital?

 X Yes (Give name of hospital) _____
 _____ No

3. Is (will) there (be) an arrangement whereby medical records can readily be transferred between this outpatient facility and an inpatient facility (ies)?

 X Yes (Give name of facility) Inova Loudoun Hospital
 _____ No

4. Outpatient services are (will be) available from 9 a.m. to 5 p.m.
Five (Monday - Friday) days of the week.

5. Does (will) the facility operate scheduled clinics?
Normal office Hours are provided as clarified above.

 X Yes (Attach clinic schedule list)
 _____ No

Location Times	Monday	Tuesday	Wednesday	Thursday	Friday
09:00 a.m.	X	X	X	X	X
10:00 a.m.	X	X	X	X	x
11:00 a.m.	X	X	x	x	x
12:00 p.m.	xx	x	x	x	x
1:00 p.m.	x	x	x	x	x
2:00 p.m.	x	x	x	x	x
3:00 p.m.	x	x	x	x	x
4:00 p.m.	x	x	x	x	x
5:00 p.m.	x	x	x	x	x

6. Are there other organized outpatient services in your primary service area?

 X Yes _____ No

Other cardiac imaging services exist in Planning District 8. See Section IV for full discussion.

7. The outpatient facility is (will be) staffed:

- a) Only by physicians on call: _____ Yes _____ No
- b) By full time physicians: X Yes _____ No
- c) By physicians who limit their practice to this outpatient service? X Yes _____ No

8. State specifically any limitations or restrictions for participation in the services of the facility.

Clinical limitations: (1) patient size outside camera FOV; (2) unstable angina; (3) uncontrolled hypertension; (4) 2nd/3rd degree AV block without pacemaker; (5) failure to comply with preparation instructions. Patient selection follows ASNC/ACC AUC 2020 and the ASNC 2025 Position Statement.

G. Please provide historical and/or project utilization statistics for the facility including number of patients, number of patient visits and number of patient services.

Heart and Vascular Specialists, P.C. is a single-cardiologist practice. During calendar year 2025, Dr. Anis performed 1,936 stress tests (CPT 93015) and 1,172 SPECT MPI studies (CPT A9502 + 93015) — a caseload that demonstrates both the clinical productivity of the practice and the volume of patients who would benefit from conversion to cardiac PET/CT. During 2024, the practice performed 1,833 stress tests and 944 SPECT MPI studies.

Projected Year 1 cardiac PET/CT volume of approximately 953 studies is derived from the two-cohort conversion methodology described in Section IV.F and detailed in the HVS PET/CT Pro Forma v4 (Attachment V.H.3). CDL's anticipated monthly volume of 80 exams per the lease (Lease Section 3(b)) is consistent with the practice's projected trajectory.

H. Staffing of Existing and/or Proposed Facility

In the following categories, indicate the number of full-time equivalent personnel (at least 35 hours per week).

	Current Full Time	Vacant Positions	Additional Full Time	Needed TOTAL
Total number of Full-Time staff	<u> 13 </u>	<u> 5 </u>	<u> 5 </u>	<u> 18 </u>

Administration-Business Office	<u>6</u>	<u>1</u>	<u></u>	<u>7</u>
Registered Nurses	<u>2</u>	<u>1</u>	<u></u>	<u>3</u>
Licensed Practical Nurses, Nurses Aides, Orderlies/Attendants	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Registered Medical Records Librarian	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Registered Pharmacists	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Laboratory Medical Technologists	<u>0</u>	<u></u>	<u></u>	<u>0</u>
ADA Dieticians	<u>0</u>	<u></u>	<u></u>	<u>0</u>
		2 (stress tech and CNMT)		
Radiologic Technologists	<u>1</u>	<u></u>	<u></u>	<u>3</u>
Occupational Therapists	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Physical Therapists	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Psychologists	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Psychiatric Social Workers	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Recreational Therapists	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Inhalation Therapists	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Medical Social Workers	<u>0</u>	<u></u>	<u></u>	<u>0</u>
Other Health Professionals, Identify	<u></u>	<u></u>	<u></u>	<u>0</u>
	<u></u>	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>	<u></u>
All Other Personnel (Exclude Physicians and Dentists)				
Nurse Practitioner	<u>2</u>	<u>1</u>	<u></u>	<u>3</u>
Physician/Cardiologist positions are open (not included in count-not staff)	<u></u>	<u>1</u>	<u></u>	<u></u>
Medical Assistant	<u>2</u>	<u></u>	<u></u>	<u>2</u>
	<u></u>	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>	<u></u>

- I. Present a plan for obtaining all additional personnel required to staff the project following completion and identify the sources from which such personnel are expected to be obtained.

The CNMT and part-time scheduling support will be recruited from the Northern Virginia/Washington, D.C. metropolitan area. CDL's technologist pool provides

ramp-up and contingency coverage (Lease Section 20). The RSO/physicist function will be contracted through a qualified medical physics consulting firm. Recruitment of a second cardiologist is actively underway; the availability of on-site PET/CT technology is a positive differentiator in that recruitment effort. No significant adverse impact on staffing of other facilities in Planning District 8 is anticipated.

- J. Describe the anticipated impact that the project will have on the staffing of other facilities in the service area.

No impact expected.

- K. Attach the following information or documents:

1. Copy of most recent licensing report from State Agency (existing facilities, excluding public health centers).

K.1 — RAM License: See Attachment III.K.1

2. Current accreditation status and copy of latest accreditation report from Joint Commission on Accreditation of Hospitals (existing facilities excluding public health centers).

ICANL accreditation (existing SPECT nuclear laboratory); IAC PET accreditation to be pursued following COPN approval per CDL Lease: See Attachment III.K.2

3. Roster of medical staff (existing facilities). Indicate their specialty, Board Certification, Board eligibility and staff privileges (active, associate, etc.).

K.3 — Provider Credentials and Board Certifications, Dr. Ather Anis, M.D., FACC, FSCAI, RPVI: See Attachment III.K.3

4. Copies of letters of commitment or statement of intent from physicians indicating they will staff the proposed new facility or service upon completion (existing and proposed facilities).

K.4 — Physician Letter of Commitment (Dr. Anis): See Attachment III.K.4

A. Please provide a comprehensive narrative description of the proposed project.

Heart and Vascular Specialists, P.C. proposes to establish a fixed cardiac PET/CT myocardial perfusion imaging service at its existing cardiovascular office at 19465 Deerfield Avenue, Suite 405, Leesburg, Virginia 20176, within Planning District 8. The service will utilize a Siemens Biograph Horizon 16-slice PET/CT system leased from CDL Nuclear Technologies, LLC (lease signed March 23, 2026), with rubidium-82 (Rb-82) as the radiopharmaceutical.

The fundamental basis for this application is straightforward: Heart and Vascular Specialists, P.C. currently performs over 1,900 stress tests and over 1,100 SPECT MPI studies per year — generated by a single cardiologist. Cardiac PET/CT is the preferred modality for those patients under current national and international clinical guidelines. The Applicant proposes to establish the service on-site so that its established patient panel can access guideline-concordant advanced cardiac imaging within their own cardiology practice, without referral barriers or scheduling delays.

Clinical Superiority of Cardiac PET/CT — 2025 ASNC Position Statement

The 2025 ASNC Position Statement (Bateman TM et al., J Nucl Cardiol 2025, doi: 10.1016/j.nuclcard.2025.102619) recommends cardiac PET MPI, if available, as the preferred modality for all patients who meet criteria for myocardial perfusion imaging. The Statement concludes: 'There are no clinical scenarios or patient subgroups in which the use of PET MPI should be excluded.' This position reflects consensus across: the 2021 AHA/ACC/ASE Chest Pain Guidelines (PET preferred — Class 2a); the 2023 AHA/ACC Chronic Coronary Disease Guidelines (Class 2a); and the 2024 ESC Guidelines for Chronic Coronary Syndromes (Class 1 in intermediate-to-high risk patients).

Key clinical advantages of cardiac PET/CT over SPECT MPI, directly relevant to the Applicant's patient population:

- Superior diagnostic accuracy — higher sensitivity and specificity for obstructive CAD confirmed in large meta-analyses (Jaarsma et al., JACC 2012; Parker et al., Circ Cardiovasc Imag 2012); fewer false positives reduce unnecessary invasive catheterization, particularly for patients with obesity, large breasts or breast implants, prior inconclusive SPECT, or suspected multivessel disease.
- Quantification of myocardial blood flow (MBF) and coronary flow reserve (CFR) — PET is the gold standard noninvasive modality for absolute MBF; it detects microvascular disease and balanced multivessel ischemia missed by SPECT; the Siemens Biograph Horizon, leased by the Applicant, includes CFR capability in the processing station.
- Equitable across all patient populations — unaffected by sex, body habitus, or CAC score; feasible in virtually all patients regardless of comorbidities; particularly valuable for the Applicant's high-BMI and high-risk patients.
- Low radiation exposure — Rb-82 (75-second half-life) delivers up to 50% less whole-body dose than Tc-99m SPECT; important for patients requiring serial imaging.

- Rapid acquisition protocol — total study approximately 45 minutes vs. 2.5–4 hours for SPECT; increases throughput and reduces patient burden.
- Coronary artery calcium (CAC) scoring — CT component provides CAC scoring for prognostic guidance at no additional acquisition time when ECG-gated.

Downstream Economic Benefits and Equitable Access/Charitable Contributions

Published analysis (Merhige ME et al., J Nucl Med 2007;48:1069–1076) demonstrates that cardiac PET reduces overall CAD management costs by up to 30% compared with SPECT and CT angiography. By reducing false positives and avoiding unnecessary invasive catheterization, cardiac PET/CT generates downstream cost savings that align directly with the Commonwealth's cost-containment objectives.

The proposed service will be available to all patients in the Applicant's established cardiovascular panel, regardless of payer status or ability to pay. Heart and Vascular Specialists, P.C. accepts Medicare and Medicare Advantage for all services, including the proposed cardiac PET/CT program, which is covered under CMS National Coverage Determination 220.6.1 for patients with known or suspected coronary artery disease. All major commercial insurers active in Planning District 8 — including Aetna, Anthem/BCBS, Cigna, UnitedHealthcare, and Carefirst — recognize cardiac PET/CT when ASNC/ACC Appropriate Use Criteria are met. The Applicant's confirmed 2024 and 2025 payer mix reflects a broad cross-section of the Loudoun County cardiovascular patient population, including Medicare, Medicare Advantage, and commercial coverage across the income spectrum.

The Applicant further commits to providing cardiac PET/CT services at a reduced or no-cost sliding-scale rate to uninsured and financially underinsured patients within its established patient panel who demonstrate need, consistent with applicable income-based guidelines. This commitment reflects the Applicant's role as the sole independent outpatient cardiology practice in the Leesburg/Lansdowne service area — a practice not affiliated with any competing cardiac imaging program and serving a patient population spanning the full economic and demographic range of one of Virginia's fastest-growing counties. Access to guideline-concordant cardiac imaging should not depend on a patient's ability to self-pay for services at a competing practice or to establish a new care relationship with an unfamiliar provider.

Payer Coverage

CMS National Coverage Determination 220.6.1 covers cardiac PET using Rb-82 performed in place of SPECT for patients with known or suspected CAD. Major commercial payers — Aetna, Anthem/BCBS, Cigna, United Healthcare, and Carefirst/CareFirst BCBS — recognize cardiac PET/CT when ASNC/ACC Appropriate Use Criteria are met.

B. Identification of Community Need

1. Describe the geographic boundaries of the facility's primary service area. (Note: Primary service area may be considered to be geographic area from which 75% of patients are expected to originate.)

The Applicant's primary service area encompasses Loudoun County and adjacent portions of Clarke, Frederick, and Warren Counties in Virginia, and Jefferson County, West Virginia. The following table summarizes the Applicant's 2025 patient origin data, drawn from HVS billing records:

ZIP Code	2025 Count	Geography	Count
20176	358	Leesburg	Loudoun
20147	289	Ashburn	Loudoun
20148	253	Ashburn / Brambleton	Loudoun
20164	210	Sterling	Loudoun
20165	174	Potomac Falls	Loudoun
20175	140	Leesburg (environs)	Loudoun
20132	120	Purcellville	Loudoun
20105	107	Aldie	Loudoun
20141	87	Round Hill	Loudoun
20152	61	South Riding	Loudoun

Loudoun County zip codes account for the overwhelming majority of the Applicant's established patient panel. Loudoun County's population has grown from approximately 87,000 in 2000 to over 440,000 as of the most recent census estimates, making it one of the fastest-growing counties in the United States.

See Attachment: IV.H.1 — Patient Origin Map and Zip Code Analysis (2024–2025)

2. Provide patient origin, discharge diagnosis or utilization data appropriate for the type of project proposed.

Heart and Vascular Specialists, P.C. performed 1,936 stress tests and 1,172 SPECT MPI studies in 2025, and 1,833 stress tests and 944 SPECT MPI studies in 2024 — all generated by a single cardiologist. This volume demonstrates a large, established, high-acuity cardiovascular patient panel with documented

clinical need for advanced cardiac perfusion imaging. The applicable ICD-10 diagnostic codes for the proposed service are:

<u>ICD-10 Code</u>	<u>ICD-10 Code Description¹</u>	<u>ICD-10 Code</u>	<u>ICD-10 Code Description</u>
D86.85	Sarcoid myocarditis	I20.0 - I20.9	Angina pectoris
I21.01 - I22.2	STEMI involving LM or LAD	I21.09	Acute Myocardial Infarction
I25.10	CAD of native artery w/o angina pectoris	I35.0	Nonrheumatic aortic (valve) stenosis
I42.0	Dilated Cardiomyopathy	I47.1	Supraventricular Tachycardia
I48.0 - I48.92	Atrial fibrillation/Atrial Flutter	I49.49	Other premature depolarization
I50.1 - I50.9	Heart failure	N62	Hypertrophy of breast
R07.9	Chest Pain, Unspecified	R55	Syncope
R94.31	Abnormal Electrocardiogram	R94.39	Abnormal Stress Test
Z01.810	Encounter for pre-op cardiac exam	Z68.41 - Z68.45	Body mass index [BMI] 40.0->70, adult
Z95.1	Presence of aortocoronary bypass graft	Z95.5	S/P coronary angioplasty implant and graft

- C. 1. Is (are) the service(s) to be offered presently being offered by any other existing facility(ies) in the Health Planning Region?

Yes. PET imaging services currently exist within Planning District 8. In accordance with Virginia COPN requirements, the Applicant provided written notice of its intent to file this application to all known providers of PET imaging services within Planning District 8 on March 24, 2026.

2. If Yes,

- a. Identify the facility(ies)

The following facilities provide services that may be offering the same or similar Cardiac PET services:

- **Washington Radiology / Community Radiology Associates, 7501 Little River Turnpike, Annandale, VA 22003**
- **Carient Heart & Vascular, 1850 Town Center Parkway, Pavilion II, Suite 566, Reston, VA 20190**
- **Fairfax Radiology Centers, 8260 Willow Oaks Corporate Drive, Suite 750, Fairfax, VA 22031**
- **Reston Hospital Center, 1850 Town Center Parkway, Reston, VA 20190**
- **Inova Loudoun Hospital, 44045 Riverside Parkway, Leesburg, VA 20176**

¹ ASNC model coverage policy: 2023 cardiac positron emission tomography
[https://www.journalofnuclearcardiology.org/article/S1071-3581\(24\)00139-9/fulltext](https://www.journalofnuclearcardiology.org/article/S1071-3581(24)00139-9/fulltext)

- Inova Fairfax Hospital, 3300 Gallows Road, Falls Church, VA 22042
- Cardiac Care Associates, P.C., 3025 Hamaker Court, Suite 100, Fairfax, VA 22031

- b. Discuss the extent to which the facility(ies) satisfy(ies) the current demand for the service(s).

The Applicant's application does not primarily rest on a finding that existing cardiac PET/CT providers are inadequate or inaccessible. The Applicant rests its case on the documented size and need of its own established patient panel. A single-cardiologist practice performing over 950 SPECT MPI studies per year has — independently of any gap in the market — a substantial and documented basis for establishing the preferred imaging modality on-site to serve that panel.

That said, the record does reflect a practical referral access dynamic: as documented in the support letters submitted herewith from multiple independent referring practices in Loudoun County, patients who are not established with an existing cardiac PET/CT provider face scheduling barriers and must establish a new care relationship with an unfamiliar practice to access the service. This is a secondary consideration that supports approval; it is not the primary basis.

- c. Discuss the extent to which the facility(ies) will satisfy the demand for services in five years.

Demand for cardiac PET/CT imaging within Loudoun County and Planning District 8 is expected to increase meaningfully over the five-year planning horizon due to a combination of demographic trends, evolving clinical practice standards, and modality substitution from SPECT to PET.

Loudoun County continues to experience sustained population growth, with a particularly notable increase in residents aged 55 and older—an age cohort with a higher prevalence of coronary artery disease and corresponding need for myocardial perfusion imaging. As this population expands, the underlying clinical demand for noninvasive cardiac imaging is expected to rise proportionally.

In addition to demographic growth, current national clinical guidelines and the 2025 ASNC Position Statement support cardiac PET as the preferred modality for appropriate patients. As referring cardiologists and providers increasingly align with these standards, a continued shift from SPECT MPI to PET/CT is expected. This

transition represents not merely population-driven growth, but a structural increase in demand for PET/CT specifically, as existing imaging volumes migrate toward higher-accuracy modalities.

The Applicant's existing practice currently performs over 1,100 SPECT MPI studies annually, a substantial portion of which are clinically appropriate for conversion to PET based on contemporary guidelines. This internal conversion alone supports near-term growth, independent of broader market expansion.

Finally, cardiac PET/CT offers significantly shorter study times and improved patient tolerance compared to SPECT, which enhances patient throughput and increases the likelihood that indicated studies are completed in a timely manner. This operational efficiency further contributes to realized demand, as patients who might otherwise defer or delay testing are more likely to undergo imaging.

Taken together, these factors support a reasonable expectation of sustained annual growth in cardiac PET/CT demand over the planning horizon, conservatively estimated at or above 5 percent per year.

- D. Discuss how project will fill an unmet need in the delivery of health care in the service area including, where applicable, geographic barriers to access.

The proposed service primarily addresses the clinical needs of Heart and Vascular Specialists, P.C.'s own established patient panel. A single-cardiologist practice that performs over 1,100 SPECT MPI studies per year is, by definition, producing a large cohort of patients for whom cardiac PET/CT is the guideline-preferred imaging modality. Those patients currently cannot receive that imaging within their established practice. The proposed service remedies that gap directly, by providing the preferred modality on-site within the practice.

Secondary to the patient panel need, the service also provides a practice-independent outpatient cardiac imaging resource for the broader Loudoun County community. Multiple independent primary care and internal medicine practices — whose letters of support are attached herewith — confirm that their patients face referral access barriers to existing cardiac PET/CT services and will utilize the proposed service once operational. These external referrals are not included in the Year 1 volume projection of 953 studies, making that projection deliberately conservative.

Prior Commissioner approvals in comparable circumstances — COPN No. VA-8537 (PET of Reston, PD 8, approved February 15, 2021); COPN No. VA-8508 (Children's Hospital of the King's Daughters, PD 20, approved July 20, 2020); COPN No. VA-8510 (HCA Henrico Doctors' Hospital, PD 15, approved January 19, 2021) — confirm that approval is warranted where the applicant's documented

patient panel and clinical need support the proposed service, even where the SMFP utilization threshold has not been met.

See Attachment: IV.H.2 — Letters of Community and Professional Support

- E. Discuss the consistency of the proposed project with applicable Regional Health Plan, State Health Plan, State Medical Facilities Plan, or other plans promulgated by State agencies.

12VAC5-230-200. Travel time.

PET services should be within 60 minutes driving time one way under normal conditions of 95% of the health planning district using a mapping software as determined by the commissioner.

The proposed site at 19465 Deerfield Avenue, Leesburg is accessible via Route 7, Route 15, and Dulles Greenway (Route 267) and is within 60 minutes driving time of substantially all of Planning District 8's population. The site is at the geographic center of the Applicant's patient panel — the top ten patient zip codes by 2025 volume are all within 20 minutes of the proposed location.

See Attachment: IV.H.1 — Patient Origin Map

12VAC5-230-210. Need for new fixed site service.

- A. If the applicant is a hospital, whether free-standing or within a hospital system, 850 new PET appropriate cases shall have been diagnosed and the hospital shall have provided radiation therapy services with specific ancillary services suitable for the equipment before a new fixed site PET service should be approved for the health planning district.

Not Applicable

- B. No new fixed site PET services should be approved unless an average of 6,000 procedures per existing and approved fixed site PET scanner were performed in the health planning district during the relevant reporting period and the proposed new service would not significantly reduce the utilization of existing fixed site PET providers in the health planning district. The utilization of existing scanners operated by a hospital and serving an area distinct from the proposed new service site may be disregarded in computing the average utilization of PET units in such health planning district.

Note: For the purposes of tracking volume utilization, an image taken with a PET/CT scanner that takes concurrent PET/CT images shall be counted as one PET procedure. Images made with PET/CT scanners that can take PET or CT images independently shall be counted as individual PET procedures and CT procedures respectively, unless those images are made concurrently.

The Commissioner has repeatedly approved cardiac PET/CT applications where the SMFP 6,000-procedure-per-scanner threshold was not demonstrated, finding the threshold outdated and not determinative where approval otherwise serves the public interest. Commissioner decisions in COPN No. VA-8537 (Planning District 8), VA-8508 (PD 20), and VA-8510 (PD 15) confirm this pattern.

The Applicant's projected Year 1 volume of 953 studies is drawn from its own established patient panel, which is not served by CCA/Carient Heart & Vascular or Virginia Heart. The proposed service does not redirect existing patients from existing providers; it serves an established cardiology patient population that currently has no access to cardiac PET/CT within its own practice. Approval of this application will not significantly reduce the utilization of existing authorized providers in Planning District 8.

12VAC5-230-220. Expansion of fixed site services.

Proposals to increase the number of PET scanners in an existing PET service should be approved only when the existing scanners performed an average of 6,000 procedures for the relevant reporting period and the proposed expansion would not significantly reduce the utilization of existing fixed site providers in the health planning district.

Not Applicable

12VAC5-230-230. Adding or expanding mobile PET or PET/CT services.

- A. Proposals for mobile PET or PET/CT scanners should demonstrate that, for the relevant reporting period, at least 230 PET or PET/CT appropriate patients were seen and that the proposed mobile unit will not significantly reduce the utilization of existing providers in the health planning district.
- B. Proposals to convert authorized mobile PET or PET/CT scanners to fixed site scanners should demonstrate that, for the relevant reporting period, at least 1,400 procedures were performed by the mobile scanner and that the proposed conversion will not significantly reduce the utilization of existing providers in the health planning district.

Statutory Authority
§ 32.1-102.2 of the Code of Virginia.

Not applicable.

12VAC5-230-240. Staffing.

PET services should be under the direction or supervision of one or more qualified physicians. Such physicians shall be designated or authorized by the Nuclear Regulatory Commission or licensed by the Division of Radiologic Health of the Virginia Department of Health, as applicable.

Statutory Authority
§ 32.1-102.2 of the Code of Virginia.

The proposed cardiac PET/CT service will be under the direction and supervision of Dr. Ather Anis, M.D., FACC, FSCAI, RPVI, who is board-certified in nuclear cardiology (ABIM and/or CBNC) and designated or authorized by the NRC or licensed by the Division of Radiologic Health of the Virginia Department of Health to direct and supervise nuclear medicine procedures. Upon recruitment of a second cardiologist, that physician will similarly be credentialed to supervise nuclear cardiology services.

See Attachment: III.K.3 — Provider Credentials and Board Certifications (current providers)

– End of State Medical Facilities Plan Analysis –

- F. Show the method and assumptions used in determining the need for additional beds, new services or deletion of service in the proposed project's service area.

Projected Year 1 cardiac PET/CT volume of approximately 953 studies is derived from a two-cohort conversion model applied to the Applicant's documented 2025 caseload. This methodology is reflected identically in the HVS PET/CT Pro Forma:

Patient Cohort	2025 Base Volume	Conversion Rate	Year 1 Projected Studies	Authority
Cohort 1 — SPECT MPI (CPT A9502/Tc-99m billed concurrently with 93015)	1,172	65% blended (Medicare ~100% per CMS NCD 220.6.1; non-Medicare ~35–40% per ASNC AUC)	762	CMS NCD 220.6.1; ASNC 2025 Position Statement
Cohort 2 — Non-SPECT stress tests with abnormal/inconclusive results (CPT 93015 only)	764	25% (conservative)	191	ASNC/ACC AUC 2020; ASNC 2025 Position Statement
TOTAL — PROJECTED YEAR 1	1,936	49.2% blended	953	Consistent with Pro Forma v4
Year 2 (5%/yr growth)	2,033 est.	Same	1,001	Pro Forma

Cohort 1 — 1,172 SPECT MPI studies (2025) × 65% blended conversion rate = 762 Year 1 studies. The 65% blended rate reflects CMS NCD 220.6.1 (Medicare converts at approximately 100% — PET is the covered preferred modality); ASNC/ACC AUC 2020 supports 35–40% conversion for non-Medicare patients meeting AUC criteria. The blended rate is calculated based on the Applicant's confirmed 2024 payer mix (Medicare/Medicare Advantage approximately 38%; non-Medicare approximately 62%).

Cohort 2 — 764 non-SPECT stress tests (2025) × 25% = 191 Year 1 studies. The 764 non-SPECT stress tests represent stress testing performed without concurrent SPECT imaging. Of this cohort, 25% — those with abnormal or inconclusive results for whom advanced functional imaging is clinically appropriate under ASNC/ACC AUC — are projected to convert to cardiac PET/CT.

The combined Year 1 projection of 953 studies is conservative: it excludes external referrals from the independent community practices whose support letters are attached, and it does not account for anticipated new patient volume from Loudoun County's continued population growth or from the recruitment of a second cardiologist. Year 2 projection of 1,001 studies reflects 5% annual organic growth applied to base volumes, consistent with CDL's anticipated volume trajectory.

G. Coordination and Affiliation with Other Facilities.

Describe any existing or proposed formal agreements or affiliations to share personnel, facilities, services, or equipment. (Attach copies of any formal agreements with another health or medical care facility.)

The applicant also has an affiliate relationship with Loudon Medical Group which provides an array of administrative services and handles all collections.

H. Attach copies of the following documents:

1. A map of the service area indicating:

a. Location of proposed project.

A map of the area around the Applicant's offices and nearby hospitals (30 minute drive time) is provided. See Attachment V.H.1) Location of offices and nearby hospital facilities)

b. Location of other existing medical facilities (by name, type (hospital, nursing home, outpatient clinic, etc.) and number of beds in each inpatient facility).

2. Any material which indicates community and professional support for this project, i.e. letter of endorsement from physicians, community organizations, local government, Chamber of Commerce, medical society, etc.

Letters of Community and Professional Support:

- Jennifer Ebbertt, FNP-BC — Cardiology, Heart and Vascular Specialists, P.C. (internal; cardiology APP at the practice)
- Sunmi Kim, FNP-BC — Cardiology, Heart and Vascular Specialists, P.C. (internal; cardiology APP at the practice)
- Habib Chotani, MD — CN Internal Medicine, 19415 Deerfield Ave Suite 107, Lansdowne (external referring practice; same building complex)
- Scott Nagell, MD — Leesburg Sterling Family Practice / Loudoun Medical Group, P.C. (external referring practice; largest family medicine group in Loudoun County, 30+ providers; estimates 10–20 referrals/month)
- Irfan Idrees, MD — Virginia Medical Center & Urgent Care / Lansdowne Travel & Family Medicine, Purcellville, VA 20132 (external referring practice; estimates 10+ referrals/month)
- Tareq Abedin, MD — Ashburn Sterling Internal Medicine & Pediatrics / Loudoun Medical Group, P.C., 19415 Deerfield Ave Suite 213 (external referring practice; estimates 10 referrals/month)
- Young D. Park, MD, FACC — President, Cardiac Care Associates, P.C., 3025 Hamaker Court, Suite 100, Fairfax, VA 22031 (existing cardiac PET/CT provider in Planning District 8; confirms that existing providers serve primarily their own established patient panels and that patients not already established with a PET/CT practice face meaningful scheduling and referral access barriers)
- K. Michael Rodriguez, MD, FAAFP — Broadlands Family Practice, 20905 Professional Plaza, Ashburn, VA 20147 (external referring practice; confirms referral access barriers to existing cardiac PET/CT providers in Planning District 8 and anticipates directing appropriate patients to the proposed service)

See Attachment IV.H.2 — Letters of Support

3. Letters to other area facilities advising of the scope of the proposed project.

Notices of intent to existing PET providers and post office receipts: See Attachment IV.H.3

SECTION V FINANCIAL DATA

It will be the responsibility of the applicant to show sufficient evidence of adequate financial resources to complete construction of the proposed project and provide sufficient working capital and operating income for a period of not less than one (1) year after the date of opening:

- A. Specify the per diem rate for all existing negotiated reimbursement contracts and proposed contracts for patient care with state and federal governmental agencies, Blue Cross/Blue Shield Plans, labor organizations such as health and welfare funds and membership associations.

Not applicable.

- B. Does the facility participate in a regional program which provides a means for facilities to compare its costs and operations with similar institutions?

_____ Yes ☒ No

If yes, specify program _____

Provide a copy of report(s) which provide(s) the basis for comparison.

- C. Estimated Capital Costs

Please see "Instructions for Completing Estimated Capital Costs" Section of the Certificate of Need application for detailed instructions for completing this question (attached)

Part I – Direct Construction Costs

1. Cost of materials	\$ <u>150,000.00</u>
2. Cost of labor	\$ <u>100,000.00</u>
3. Equipment included in construction contract	\$ <u>72500.00</u>
4. Builder's overhead	\$ <u>37500.00</u>
5. Builder's profit	\$ <u>33500.00</u>
6. Allocation for contingencies	\$ <u>17875.00</u>
7. Sub-total (add lines 1 thru 6)	\$ <u>411,425.00</u>

Part II – Equipment Not Included in Construction Contract (List each separately)

If leasehold, lease expense for the entire term of the initial lease

Cardiac PET/CT scanner system
and accessories — leased from CDL
Nuclear Technologies, LLC under
executed Equipment Lease, Isotope
Sale, and Services Agreement
(signed 3/23/2026). The CDL lease
is an operating lease; lease costs are

8. a. carried as an operating expense in \$ 0

the pro forma and are not capitalized. Total lease

b.	_____	\$ 0 _____
c.	_____	\$ _____
d.	_____	\$ _____
e.	_____	\$ _____

c. _____ **\$**

d. \$

e. \$

9. Sub-total (add lines 8a thru 8e)	\$ 0.00
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Part III – Site Acquisition Costs

10. Full purchase price	\$ 0
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11. For sites with standing structures	\$ 0
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a. purchase price allocable to structures	\$ 0
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b. purchase price allocable to land	\$ 0
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12. Closing costs	\$ 0
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13. If leasehold, lease expense for the entire term of the initial lease \$ 0

14. Additional expenses paid or accrued:	\$ 0
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a. _____ \$ 0

b. _____ \$ 0

c. _____ \$ 0

15. Sub-total (add lines 10 thru 14c)	\$ 0
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Part IV – Site Preparation Costs

16. Earth work	\$ 0
----------------	------

17. Site utilities	\$ 0
--------------------	------

18. Roads and walks	\$ 0
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19. Lawns and planting	\$ 0
------------------------	------

20. Unusual site conditions: \$ 0

a. _____ \$ 0

b. _____ \$ 0

21. Accessory structures	\$ 0
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22. Demolition costs	\$ 0
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23. Sub-total (add lines 16 thru 22)	\$ 0.00
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Part V – Off-site Costs (List each separately)

24. _____ \$ 0

25. \$ 0

26. \$ 0

27. _____	\$	<u>0</u>
28. Sub-total (add lines 24 thru 27)	\$	<u>0</u>

Part VI – Architectural and Engineering Fees

29. Architect's design fee	\$	<u>16500.00</u>
30. Architect's supervision fee	\$	<u>0</u>
31. Engineering fees	\$	<u>18500.00</u>
32. Consultant's fees	\$	<u>0</u>
33. Sub-total (add lines 29 thru 32)	\$	<u>35000.00</u>

Part VII – Other Consultant Fees (List each separately)

34. a. <u>Rigging/Equipment Install</u>	\$	<u>20,000.00</u>
b. _____	\$	<u>0</u>
c. _____	\$	<u>0</u>
35. Sub-total (add lines 34a thru 34c)	\$	<u>20,000.00</u>

Part VIII – Taxes During Construction

36. Property taxes during construction	\$	<u>0</u>
37. List other taxes:		
a. _____	\$	<u>0</u>
b. _____	\$	<u>0</u>
38. Sub-total (add lines 36 thru 37b)	\$	<u>0</u>

Part IX-A – HUD Section 232 Financing

39. Estimated construction time(in months)		<u>0</u>
40. Dollar amount of construction loan	\$	<u>0</u>
41. Construction loan interest rate		<u>0</u> %
42. Estimated construction loan interest costs	\$	<u>0</u>
43. Term of financing (in years)		<u>0</u>
44. Interest rate on permanent loan		<u>0</u> %
45. FHA mortgage insurance premium	\$	<u>0</u>
46. FHA mortgage fees	\$	<u>0</u>
47. Financing fees	\$	<u>0</u>
48. Placement fees	\$	<u>0</u>
49. AMPO (non-profit only)	\$	<u>0</u>
50. Title and recording fees	\$	<u>0</u>
51. Legal fees	\$	<u>0</u>

52. Total interest expense on permanent mortgage loan	\$ <u>0</u>
Sub-total Part IX-A HUD Section 232 Financing (add lines 42,	
53. 45, 46, 47, 48, 49, 50 and 51)	\$ <u>0</u>

Part IX-B – Industrial Development Authority Revenue and General
Obligation Bond Financing (Circle selected method of financing)

54. Method of construction financing (construction loan, proceeds of bond sales, if other, specify)

If construction is to be financed from any source other than bond sale proceeds, answer question 56 through 58. Otherwise, proceed to question 59.

55. Estimated construction time (in months)	_____
56. Dollar amount of construction loan	\$ <u>0</u>
57. Construction loan interest rate	<u>0</u> %
58. Estimated construction loan interest cost	\$ <u>0</u>
59. Nature of bond placement (direct, underwriter, if other, specify)	_____

60. Will bonds be issued prior to the beginning of construction?	_____ Yes _____ No
61. If the answer to question 60 is yes, how long before (in months)?	_____
62. Dollar amount of bonds expected to be sold prior to the beginning of construction	\$ <u>0</u>
63. Will principal and interest be paid during construction or only interest?	\$ <u>0</u>
64. Bond interest expense prior to the beginning of construction (in dollars)	\$ <u>0</u>
65. How many months after construction begins will last bond be sold?	\$ <u>0</u>
66. Bond interest expense during construction	\$ <u>0</u>
67. What percent of total construction will be financed from bond issue?	\$ <u>0</u>
68. Expected bond interest rate	<u>0</u> %
69. Anticipated term of bond issued (in years)	<u>0</u>
70. Anticipated bond discount (in dollars)	\$ <u>0</u>
71. Legal costs	\$ <u>0</u>
72. Printing costs	\$ <u>0</u>
73. Placement fee	\$ <u>0</u>
74. Feasibility study	\$ <u>0</u>
75. Insurance	\$ <u>0</u>
76. Title and recording fees	\$ <u>0</u>
77. Other fees (list each separately)	\$ <u>0</u>

a.		\$ 0
b.		\$ 0
c.		\$ 0
78.	Sinking fund reserve account (Debt Service Reserve)	\$ 0
79.	Total bond interest expenses (in dollars)	\$ 0
80.	Sub-total Part IX-B (add lines 58, 64, 66, 71, 72, 73, 74, 75, 76, 77a, b, c and 78)	\$ 0

Part IX-C – Conventional Mortgage Loan Financing

81.	Estimated construction time (in months)	0
82.	Dollar amount of construction loan	\$ 0
83.	Construction loan interest rate	0 %
84.	Estimated construction loan interest cost (in dollars)	\$ 0
85.	Term of long term financing (in years)	0
86.	Interest rate on long term loan	0 %
87.	Anticipated mortgage discount (in dollars)	\$ 0
88.	Feasibility study	\$ 0
89.	Finder's fee	\$ 0
90.	Legal fees	\$ 0
91.	Insurance	\$ 0
92.	Other fees (list each separately)	\$ 0
93.		\$ 0
94.	Total permanent mortgage loan interest expense (in dollars)	\$ 0
95.	Sub-total Part IX_C (add lines 84 & 88 thru 93)	\$ 0

Financial Data Summary Sheet

96.	Sub-total Part I	Direct Construction Cost (line 7)	\$ 411425.00
97.	Sub-total Part II	Equipment not included in construction contract (line 9)	\$ 0
98.	Sub-total Part III	Site Acquisition Costs (line 15)	\$ 0
99.	Sub-total Part IV	Site Preparation Cost (line 23)	\$ 0
100.	Sub-total Part V	Off-Site Costs (line 28)	\$ 0
101.	Sub-total Part VI	Architectural and Engineering fees (line 33)	\$ 35000.00
102.	Sub-total Part VII	Other Consultant fees (line 35)	\$ 20000.00
103.	Sub-total Part VIII	Taxes During Construction (line 38)	\$ 0

104. Sub-total Part IX-A	HUD-232 Financing (line 53)	\$ <u>0</u>
105. Sub-total Part IX-B	Industrial Development Authority Revenue & General Revenue Bond Financing (line 80)	\$ <u>0</u>
106. Sub-total Part IX-C	Conventional Loan Financing (line 95)	\$ <u>0</u>
107. TOTAL CAPITAL COST (lines 96 thru 106)		\$ <u>0</u>
108. Percent of total capital costs to be financed		<u>0</u> %
109. Dollar amount of long term mortgage (line 107 x 108)		\$ <u>0</u>
110. Total Interest Cost on Long Term Financing		\$ <u>0</u>
a.	HUD-232 Financing (line 53)	\$ <u>0</u>
b.	Industrial Development Authority Revenue & General Revenue Bond Financing (line 79)	\$ <u>0</u>
c.	Conventional Loan Financing (line 94)	\$ <u>0</u>
111. Anticipated Bond discount		\$ <u>0</u>
a.	HUD-232 Financing (line 53)	\$ <u>0</u>
b.	Industrial Development Authority Revenue & General Revenue Bond Financing (line 70)	\$ <u>0</u>
c.	Conventional Loan Financing (line 87)	\$ <u>0</u>
112. TOTAL CAPITAL AND FINANCING COST (ADD LINES 107, 110a, b or c AND 111a, b or c)		\$ <u>466,425.00</u>
D.	1. Estimated costs for new construction (excluding site acquisition costs)	\$ <u>0</u>
	2. Estimated costs of modernization and renovation (excluding site acquisition costs)	\$ <u>466,425.00</u>
E.	Anticipated Sources of Funds for Proposed Project	Amount
1.	Public Campaign	\$ <u>0</u>
2.	Bond Issue (Specify Type) _____	\$ <u>0</u>
3.	Commercial Loans	\$ <u>0</u>
4.	Government Loans (Specify Type) _____	\$ <u>0</u>
5.	Grants (Specify Type) _____	\$ <u>0</u>
6.	Bequests	\$ <u>0</u>
7.	Private Foundations	\$ <u>0</u>
8.	Endowment Income	\$ <u>0</u>
9.	Accumulated Reserves	\$ <u>0</u>
10.	Other (Identify) _____	\$ <u>0</u>

- F. Describe in detail the proposed method of financing the proposed project, including the various alternatives considered. Attach any documents which indicate the financial feasibility of the project.

This is self-financed from the equipment lease with CD including any potential extensions for additional funds and, if desired, cash reserves from the practice. The CDL Equipment Lease is an operating expense (\$16,000/month); no debt service obligation. CDL advances construction costs against the buildout allowance and the Applicant repays pro-rata over the initial term (Lease Section 3(c)). No amortization schedule is required.

See Attachment: V.F — CDL Equipment Lease, Isotope Sale, and Services Agreement (signed March 23, 2026)

- G. Describe the impact the proposed capital expenditure will have on the cost of providing care in the facility. Specify total debt service cost and estimated debt service cost per patient day for the first two (2) years of operation. (Total debt service cost is defined as total interest to be paid during the life of the loan (s). Estimate debt service cost per patient day by dividing estimated total patient days for year one into amount of debt service for that year. Repeat for year two.) Please attach an amortization schedule showing how the proposed debt will be repaid.

Not Applicable.

- H. Attach a copy of the following information of documents.

1. The existing and/or proposed room rate schedule, by type of accommodation.

Not Applicable.

2. The audited annual financial statements for the past two (2) years of the existing facility or/if a new facility without operating experience, the financial state of the owner (s). Audited financial statements are required, if available.

Financial Statements, Heart and Vascular Specialists — FY2023 Income Statement and FY2025 Draft Income Statement; FY2024 and FY2025 Payor Mix: See Attachment V.H.2

3. Copy of the proposed facility's estimated income, expense, and capital budget for the first two years of operation after the proposed project is completed.

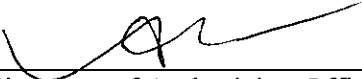
Heart and Vascular Specialists PET/CT Pro Forma See Attachment V.H.3

SECTION VI ASSURANCES

I hereby assure and certify that:

- a. The work on the proposed project will be initiated within the period of time set forth in the Certificate of Public Need; and
- b. completion of the proposed project will be pursued with diligence; and
- c. the proposed project will be constructed, operated, and maintained in full compliance with all applicable local, State and Federal laws, rules, regulations and ordinances.

I hereby certify that the information included in this application and all attachments are correct to the best of my knowledge and belief and that it is my intent to carry out the proposed project as described.

 _____ Signature of Authorizing Officer	19465 Deerfield Avenue _____ Address – Line 1
Ather Anis, M.D, FACC, FSCAI, RPVI _____ Type/Print Name of Authorizing Officer	Suite 405 _____ Address – Line 2
President/Principal _____ Title of Authorizing Officer	Leesburg, VA 20176 _____ City/State/Zip
(571) 252-8119 _____ Telephone	_____ Date

Copies of this request should be sent to:

- A. **Virginia Department of Health**
Division of Certificate of Public Need
9960 Mayland Drive – Suite 401
Henrico, Virginia 23233
- B. **The Regional Health Planning Agency if one is currently designated by the Board of Health to serve the area where the project would be located.**

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Reston, VA 20190

Certified Mail Fee

\$5.30

\$

Extra Services & Fees (check box, add fee as applicable)

☐ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

☐ Certified Mail Restricted Delivery

\$

☐ Adult Signature Required

\$

☐ Adult Signature Restricted Delivery

\$

Postage

\$0.78

\$

Total Postage and Fees

\$6.08

\$

Sent To

Corient Heart and Vascular

Street and Apt. No., or PO Box No.

1850 Town Center Pkwy, Pavilion 11, Suite 566

City, State, ZIP+4[®]

Reston, VA 20190

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14

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03/27/2026

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
 - A unique identifier for your mailpiece.
 - Electronic verification of delivery or attempted delivery.
 - A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.
- ### Important Reminders:
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 - Certified Mail service is *not* available for international mail.
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- Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

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Annandale, VA 22003

Certified Mail Fee \$5.30

- Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery \$

Postage \$17.78

Total Postage and Fees \$

Sent To

Washington Radiology/Community Radiology Associates
Street and Apt. No., or PO Box No.

7501 Little River Turnpike
City, State, ZIP+4

Annandale, VA 22003

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 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, **Domestic Return Receipt**; attach PS Form 3811 to your mailpiece;

- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

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Domestic Mail Only

For delivery information, visit our website at www.usps.com

Fairfax, VA 22031

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$6.08

Sent To

Amelia Heart and Vascular Center

Street and Apt. No., or PO Box No.

8260 Willow Oaks Corporate Dr. Suite 600

City, State, ZIP+4

Fairfax, VA 22031

0302

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Postmark
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03/27/2026

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- A receipt (this portion of the Certified Mail label).
 - A unique identifier for your mailpiece.
 - Electronic verification of delivery or attempted delivery.
 - A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.
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- Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*.

Receipt: attach PS Form 3811 to your mailpiece;

IMPORTANT: Save this receipt for your records.

U.S. Postal ServiceTM
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For delivery information, visit our website at www.usps.com

Fairfax, VA 22031

Certified Mail Fee

\$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.78

Total Postage and Fees

\$6.08

Sent To

Cardiac Care Associates, P.C.

Street and Apt. No. or PO Box No.

3025 Hamaker Court, Suite 100

City, State, ZIP+4[®]

Fairfax, VA 22031

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03/27/2026

SECTION V — FINANCIAL DATA

Attachment V.C

Estimated Capital Costs — Construction Cost Estimate

DOCUMENTS INCLUDED IN THIS ATTACHMENT:

VA PM Construction Cost Estimate
Loudoun County, Virginia — March 2026

****C.** **Estimated Capital Costs****

Part I - Direct Construction Costs

1.	Cost of materials	\$__150,000	_____
2.	Cost of labor	\$__135,000	

3.	Equipment included in construction contract	\$__72,500	

4.	Builder's overhead	\$__37,500	

5.	Builder's profit	\$__33,500	_____
6.	Allocation for contingencies	\$__17,875	

7.	Sub-total (add lines 1 thru 6)		
	\$__446,425	_____	

Part II - Equipment Not Included in Construction Contract

(List each separately) If leasehold, lease expense for the entire term of the initial lease

8.	a.	_[PET/CT MODEL]+ Processing Station	_____
		\$_____	
	b.	_____	
		\$_____	
	c.	_____	
		\$_____	
	d.	_____	\$_____
	e.	_____	\$_____
9.	Sub-total (add lines 8a thru 8e)		\$_____

Part III - Site Acquisition Costs

10.	Full purchase price	
	\$_____	
11.	For sites with standing structures	
	\$_____	
	a. purchase price allocable to structures	
	\$_____	
	b. purchase price allocable to land	
	\$_____	
12.	Closing costs	\$__

13. If leasehold, lease expense for the entire
\$ _____

term of the initial lease

14. Additional expenses paid or accrued:

a. _____ \$ _____

b. _____ \$ _____

c. _____ \$ _____

15. Sub-total (add lines 10 thru 14c) \$ _____

Part IV - Site Preparation Costs

16. Earth work \$ _____ 0 _____

17. Site utilities
\$ _____ 0 _____

18. Roads and walks \$ _____ 0 _____

19. Lawns and planting
\$ _____ 0 _____

20. Unusual site conditions:

a. _____ \$ _____ 0 _____

b. _____ \$ _____ 0 _____

21. Accessory structures \$ _____ 0 _____

22. Demolition costs \$ _____ 0 _____

23. Sub-total (add lines 16 thru 22) \$ _____ 0 _____

Part V - Off-site Costs (List each separately)

24. _____ \$ _____ 0 _____

25. _____ \$ _____ 0 _____

26. _____ \$ _____ 0 _____

27. _____ \$ _____ 0 _____

28. Sub-total (add lines 24 thru 27) \$ _____ 0 _____

Part VI - Architectural and Engineering Fees

29. Architect's design fee \$ _____ 16,500 _____

30. Architect's supervision fee \$ _____ 0 _____

31. Engineering fees \$ _____ 18,500 _____

32. Consultant's fees

\$ 0

33. Sub-total (add lines 29 thru 32)

\$ 35,00

SECTION V — FINANCIAL DATA

Attachment V.F

Method of Financing — Equipment Lease Agreement

DOCUMENTS INCLUDED IN THIS ATTACHMENT:

CDL Equipment Lease, Isotope Sale, and Services Agreement

Lessor: CDL Nuclear Technologies

Lessee: Heart and Vascular Specialists, P.C.

Executed: March 23, 2026



EQUIPMENT LEASE, ISOTOPE SALE, AND SERVICES AGREEMENT

v.20260105

This Equipment Lease, Isotope Sale, and Services Agreement (this "**Agreement**"), effective on the last date of signature by the Parties (the "**Effective Date**"), is entered into by and between Lessee and Lessor, as identified below. Together, Lessee and Lessor are the "**Parties**" and each individually, a "**Party**."

Lessee:

Name:	Heart and Vascular Specialists, P.C.
Address:	19465 Deerfield Avenue, Suite 405 Leesburg, VA 20176
County:	Loudoun
Contact:	Ather Anis, M.D.
Phone:	

Lessor:

CDL Nuclear Technologies, LLC 600 Cranberry Woods Drive, Suite 300 Cranberry Township, PA 16066

EQUIPMENT AND ISOTOPE SCHEDULE

Equipment Location (if different from above):

Location Name:

Address:

County:

Contact:

Phone:

Quantity	Equipment	Description
(1)	Cardiac PET/CT System	Siemens Horizon 16-slice PET/CT system (with Quality Guard)
(1)	Processing Station	Processing station with Cedars or 4DM (Heartsee available) (with CFR)
Quantity	Additional Items	Description
(1)	PET Storage	Leaded PET storage cabinet for PET suite
(1)	Stress EKG	Stress EKG for PET suite (GE CardioSoft)
(1)	Auto BP	Automatic BP system for stress lab
(1)	Leaded Waste Container	Leaded waste container for PET suite
Quantity	Isotope	Description
Per Exam	Rubidium-82 (Rb-82)	Per dose PET Isotope - Rb-82 (charged at 2 doses/exam, administered via onsite infusion cart)

not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. This policy shall be endorsed to indicate that the insurance of Lessor is non-contributory, waive subrogation against Lessor and its successors and assigns, and name Lessor and its successors and assigns as additional insureds not subject to an insured vs. insured exclusion.

(b) **Employer Liability.** Lessee shall maintain workers' compensation insurance in accordance with applicable law and an employer's liability insurance policy with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

(c) **Professional Liability Insurance.** Lessee shall maintain a professional liability/malpractice policy of insurance in form and amount customary for providers of cardiac medical services in Lessee's geographic location, but in no event less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, or such greater amounts required by applicable law. Such policy shall provide coverage to all licensed professionals providing medical services using or in connection with the Equipment and Isotopes.

(d) **Other Requirements.** Lessee shall purchase all policies of insurance required by this Section 15 from reputable insurers having a financial strength rating of at least A- as assigned by A.M. Best Company or an equivalent rating assigned by another accredited rating agency and shall maintain all such policies of insurance during the Term of this Agreement at Lessee's sole cost and expense. Lessee shall provide certificates of insurance or other evidence of binding coverage as requested by Lessor prior to the Date of First Billable Use and annually thereafter in connection with the renewal of each policy. Lessee shall provide Lessor at least thirty (30) days prior written notice before any policy of insurance required by this Section 15 expires or is cancelled or terminated.

16. **Taxes.** Lessee is responsible for and shall pay, and indemnify and hold Lessor harmless against, all sales, use, personal property, excise and other taxes, license and registration fees, and any other governmental charges, however designated, which may now or hereafter be imposed or levied upon the leasing, possession, or use of any Item or Isotope.

17. **Indemnity.** Lessee shall defend, indemnify, and hold harmless Lessor and its officers, directors, members, employees, and Affiliates, and their respective successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all causes of action, claims, costs, damages, expenses (including attorney's fees and costs), fines, liabilities, liens, losses, obligations, and penalties incurred by any Indemnified Party in connection with any third party claim, including those made by any person, entity, or governmental authority, whether sounding in contract, tort, strict liability, violation of law or statutory rights or obligations, arising from or relating to: (a) use of the Equipment or Isotope by Lessee or any of its employees, agents, or others acting on Lessee's behalf, including in connection with all patient services; (b) any decision or exercise of professional or clinical judgment made by Lessee or its employees, agents, or others acting on Lessee's behalf; (c) acts or omissions of Lessee or Lessee's employees, agents, or others acting on Lessee's behalf; (d) payments sought by Lessee or any medical provider associated with Lessee from any patient or third party payor; (e) any breach of any covenant, warranty, representation, or other obligation of Lessee pursuant to this Agreement; or (f) any personal injury, death, or property damage caused or alleged to be caused by Lessee or its employees, agents, or others acting on Lessee's behalf (collectively, "**Claims**"). This Section 17 shall survive the expiration or other termination of this Agreement and any assignment of this Agreement and shall survive irrespective of whether any Claim is successful, compromised, settled, adjudicated, proven, or otherwise.

18. **Events of Default.** The occurrence of any of the following constitutes an "**Event of Default**" under this Agreement: (a) Lessee fails to pay any Equipment Fee, Isotope fee, or other required payment hereunder when due and such failure continues for more than thirty (30) days after the payment due date; (b) Lessee attempts to sell or encumber any Item; (c) Lessee fails to maintain any required insurance; (d) Lessee fails to perform or

comply with any non-payment covenant or obligation of this Agreement, and such failure continues for more than ten (10) days after Lessor notifies Lessee of such failure to perform or comply; (e) the commencement of any foreclosure proceeding, execution, or attachment against any Item; (f) the filing by or against Lessee of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding, or any assignment by Lessee for the benefit of creditors; (g) Lessee becomes insolvent or ceases to do business as a going concern; (h) Lessee suffers a material adverse change in its financial condition which, in the reasonable discretion of Lessor, may adversely affect Lessee's ability to make payments required of Lessee under this Agreement, including payments of the Equipment Fee or Isotope Fee; or (i) Lessee terminates this Agreement prior to the expiration of the Initial Term for any reason not expressly permitted by the terms of this Agreement. Lessee shall promptly notify Lessor of any Event of Default.

19. Remedies.

(a) Generator Suspension. If any amount owed by Lessee pursuant to this Agreement is fifteen (15) days or more past due, Lessor may, without notice to Lessee, withhold delivery of any Isotope generator and, upon notice to Lessee, take possession of or prohibit Lessee from using any Isotope generator delivered to Lessee in connection with this Agreement (a "**Generator Suspension**"). If any amount owed by Lessee pursuant to this Agreement is thirty (30) days or more past due, Lessor may, without notice to Lessee, suspend with Lessor's supplier the delivery of any Isotope generator subject to a Generator Suspension. Lessee acknowledges that if Lessor suspends delivery with its supplier, Lessee may not receive an Isotope generator for a period of up to three (3) months after the date that Lessee pays all amounts due under this Agreement.

(b) Fees and Agreement Extension. During the period of any Generator Suspension, including any period of delay before Lessor's supplier resumes delivery of Isotope generators subject to a Generator Suspension, Lessee shall remain responsible for all monthly Equipment Fee payments and, until Lessor's supplier terminates or reallocates the generator(s) allocated to Lessee, all Billable Minimum Isotope payments. Irrespective of any payments made by Lessee during any Generator Suspension, the Term of this Agreement shall be extended for a period of time equal to the duration of any Generator Suspension, rounded up to the whole month.

(c) Event of Default. At any time after an Event of Default occurs, Lessor may, upon notice to Lessee: (1) terminate this Agreement; (2) cause all accrued but unpaid amounts to become immediately due and payable; (3) accelerate all unpaid Equipment Fees remaining for the Term of this Agreement; (4) require Lessee to pay Lessor's lost profits on Isotope Fees, in an amount based on the product of the monthly Billable Minimum Isotope Fee multiplied by the number of months remaining in the Initial Term or the then-current term of this Agreement; (5) take possession of any or all Items or require Lessee to return any or all Items in accordance with Section 11 hereof, upon which Lessee's right to use such Items shall terminate; and (6) pursue any other remedy available at law or in equity. Lessee shall pay all costs and expenses, including attorney's fees and costs of collection, incurred by Lessor in connection with the enforcement of its rights and remedies hereunder. The rights and remedies afforded to Lessor hereunder shall not be deemed to be exclusive but shall be in addition to all rights and remedies provided by law.

20. Personnel. Lessee shall provide all personnel necessary for the use and operation of the Equipment in connection with providing patient services, including, without limitation, qualified nuclear technologists, aides, nurses, and physicians. Lessee is solely responsible for performing all analysis and interpretation of results from patient services provided using the Equipment and Isotopes. Notwithstanding the foregoing, Lessor will provide an application specialist prior to Lessee commencing patient services, for the purpose of training Lessee's personnel in the use of the Equipment.

21. Data Protection and Use.

(a) **Data Protection.** Lessee shall maintain appropriate and reasonable administrative, physical, and technical safeguards to protect protected health information (as that term is defined and used in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("**HIPAA**")) ("**PHI**") against unauthorized access, use, or disclosure, including establishing and maintaining an information security program that is designed to: (1) ensure the security and confidentiality of PHI; (2) protect against any anticipated threats or hazards to the security or integrity of PHI; (3) protect against unauthorized access to or use of PHI; and (4) ensure the proper disposal of PHI.

(b) **Use of Deidentified Data.** Lessee hereby permits Lessor to access and use data created by Lessee in connection with Lessee's use and operation of the Equipment, in accordance with applicable law and the Business Associate Agreement attached to this Agreement as **Schedule 1** (the "**Business Associate Agreement**"), including creating de-identified information derived from PHI ("**Deidentified Data**"). Without limiting the foregoing, Lessor has the irrevocable right and license to use, maintain, and retain the Deidentified Data to create databases for statistical reporting and analysis and for product and service improvement, provided that Lessor will not otherwise commercialize any Deidentified Data as part of a database or otherwise.

22. **Authorized CNMT Compliance.** Lessee shall prohibit anyone other than the Authorized CNMT from transporting, moving, accessing, using, or operating the Isotope generator and infusion system. Lessee acknowledges and agrees that any violation of this provision is a material breach of this Agreement and an immediate and incurable Event of Default for which Lessor may immediately suspend or terminate Lessee's access to the Isotope generator and infusion system and have available to it all remedies for an Event of Default. If Lessee becomes aware of any violation of this provision, it will: (a) use its best efforts to immediately abate or cease the violation and (b) notify Lessor of the violation on the same day Lessee becomes aware of the violation. Lessee agrees to provide during normal business hours access to its facility, books and records, and personnel sufficient to enable Lessor to confirm Lessee's compliance with this provision.

23. **Testing and Reporting.** Prior to or on each date that Lessee intends to use the Equipment and Isotopes in connection with patient services, Lessee's Authorized CNMT shall test and ensure that the Isotope generator and infusion system conform to manufacturer performance specifications. Lessor is at all times entitled to review the results of such testing, whether onsite or remotely. If such testing indicates that the Isotope generator or infusion system does not operate in substantial compliance with the manufacturer specifications, Lessee will promptly notify Lessor, cease use of the Isotope generator and infusion system, and follow the direction of Lessor to remedy the nonconformance. If requested by Lessor, Lessee shall reschedule the service day to a mutually agreeable date to allow time for necessary repairs to be completed. Lessee shall be responsible to complete all necessary quality control and reporting logs for each service day as required by Lessor, including a daily log of all exams completed for invoicing purposes.

24. **Medical Care and Supervision.** The Parties acknowledge and agree that Lessee is responsible for all patient services and medical care provided, and clinical decisions made, in connection with Lessee's use of the Equipment and Isotope, including but not limited to the medical necessity of any patient exam using the Equipment and the qualification of any patient for such an exam, the supervision of all personnel, employed, contracted, or leased, and the clinical interpretation of all results of patient services provided using the Equipment and Isotope. Lessee is solely responsible to ensure the safe use, handling, proper administration, and disposal of Isotopes. Lessee shall indemnify and hold harmless Lessor from and against any and all causes of action, claims, costs, damages, liabilities, losses, and expenses, including attorney's fees, that Lessor may incur in connection with Lessee's improper use, misuse, mishandling, or misadministration of Isotope or other agent Lessee may administer to any patient in connection with patient services Lessee provides using the Equipment and Isotope.

25. **Generator Use Models.** Lessee will commence this Agreement under a Shared Use Model, as described below. If Lessor believes in its sole discretion that Lessee's patient exam volume warrants and will continue to warrant transition to a Full-Time Use Model, Lessor will make available the Isotope generator and infusion

system under a Full-Time Use Model. Typically, Lessor requires a consistent and foreseeable monthly volume of ninety-six (96) patient exams per month before Lessor will consider Lessee to be a candidate for the Full-Time Use Model. If Lessee is on a Full-Time Use Model and at any time throughout the Term performs fewer than eighty (80) patient exams per month, Lessor reserves the right to transition Lessee to a Shared Use Model, as set out in subsection (d).

(a) Shared Use Model.

(1) Under the Shared Use Model, Lessor will deliver the Isotope generator and infusion system to the Equipment Location on each scheduled date of patient imaging and remove the Isotope generator and infusion system at the end of each scheduled date, for use at other imaging locations unaffiliated with Lessee. The transport, installation, and removal of the Isotope generator and infusion system, including compliance with any DOT or radioactive licensing requirements, are the responsibility of Lessor. Lessee shall allow Lessor unrestricted access to the PET suite to deliver and remove the Isotope generator and infusion system, including during and after regular business hours. No personnel, unless employed or trained and authorized by Lessor, are permitted to relocate, operate, or repair the Isotope generator and infusion system in any way for any reason.

(2) Lessor shall make available the Isotope generator and infusion system sufficient to meet Lessee's monthly patient volume and shall use commercially reasonable efforts to afford Lessee its desired days and times for availability of the Isotope generator and infusion system. Lessee, however, acknowledges and agrees that availability of the Isotope generator and infusion system will be based on Lessee's average monthly patient volume, and that the actual days and times on which the Isotope generator and infusion system will be available to Lessee will be scheduled by Lessor in its sole discretion, with Lessee having a scheduling target of eight (8) patient exams each service day.

(b) Full-Time Use Model. Under the Full-Time Use Model, the Isotope generator and infusion system will remain at Lessee's Equipment Location. Lessee shall allow Lessor access to inspect the use and operation of the Isotope generator and infusion system, including to inspect quality control and infusion records to assure compliance. No personnel, unless employed or trained and authorized by Lessor, are permitted to relocate, operate, or repair the Isotope generator and infusion system in any way for any reason. Under the Full-Time Use Model, Lessee shall have full-time access to the Isotope generator and infusion system, enabling Lessee to schedule cardiac PET patient exams at its convenience.

(c) Discretionary Conversion to Full-Time Use Model. Throughout the Term of this Agreement, Lessor may in its sole discretion convert Lessee to a Full-Time Use Model by providing to Lessee no less than thirty (30) days prior written notice of its intention to convert Lessee to a Full-Time Use Model. Once Lessor notifies Lessee of the conversion, Lessor shall submit a request to its Isotope supplier to add an Isotope generator and infusion system for Lessee's full-time use. Upon receiving notice when the Full-Time Use Isotope generator and infusion system will be available, Lessor will notify Lessee and coordinate the date on which Lessee will transition from the Shared Use Model to the Full-Time Use Model.

(d) Mandatory Conversion to Shared Use Model. If at any time during the Term Lessee is using the generator under a Full-Time Use Model and performs fewer than eighty (80) patient exams in any Billable Month, Lessor may notify Lessee that Lessee will be transitioned to a Shared Use Model, which will occur no earlier than thirty (30) days after the date Lessor notifies Lessee of the transition, with the specific date of transition to be provided by Lessor. Under the Shared Use Model, Lessee shall be required to consolidate its weekly patient volume to allow for efficient use of the Isotope generator and infusion system, with each scheduled service day having a scheduling target of eight (8) patient exams each service day. Lessor will endeavor to afford Lessee the specific days on which Lessee will receive the Isotope generator and infusion system, subject to availability at the time Lessor transitions Lessee to the Shared Use Model.

26. **Exclusive Supply.** During the Term of this Agreement, Lessee and its Affiliates, and their respective successors and permitted assigns, shall use Lessor and its Affiliates as Lessee and its Affiliates sole and exclusive source of, and shall purchase or lease from Lessor or its Affiliates all their requirements for, cardiac PET equipment, Isotopes, and Other Isotopes. "**Other Isotopes**" means Fluorine-18, Fluorodeoxyglucose (FDG), and any other radiopharmaceuticals used in connection with any cardiology, oncology, neurology, or other patient exam, study, or test capable of being performed using the Equipment. If Lessor advises Lessee that Lessor or its Affiliates are unable to supply Other Isotopes, Lessee and its Affiliates may purchase Other Isotopes from third party suppliers until Lessor notifies Lessee that Lessor or its Affiliates are able to provide Other Isotopes. If Lessee breaches or terminates this Agreement at any time during the Initial Term, Lessee agrees that it shall not contract with, or lease, purchase, or utilize the services or equipment of, any other supplier of cardiac PET equipment, or radiopharmaceuticals able to be used with the Equipment, until Lessee returns the Equipment in accordance with Section 11 and all accelerated fees are paid as set out in Section 19(c). Lessee acknowledges that the exclusivity of Lessee's Isotope supply takes into account Lessor's long-term, exclusive agreements with its radiopharmaceutical supplier to deliver Lessee's Isotope supply. As used in this Agreement, "**Affiliate**" means any entity that controls, is controlled by, or is under common control with a Party, and "control" and its correlates mean: (a) the ownership, directly or indirectly, of at least fifty percent (50%) of the issued voting securities of an entity; or (b) the possession, directly or indirectly, of the legal power to direct or cause the direction of the general management and policies of an entity or the power to elect or appoint at least fifty percent (50%) or more of the members of the governing body of the entity, whether through the ownership of voting securities, by contract, or otherwise.

27. **Notices.** All notices, demands, requests, consents, approvals, and other communications under this Agreement shall be in writing and will be effective upon receipt. Any notice of an Event of Default, breach or termination of this Agreement, or relating to a governmental inquiry, and any demand for indemnity, shall be in writing and shall be delivered by hand delivery, nationally recognized overnight courier service, or certified US mail, in all cases with costs prepaid and proof of delivery required, to the Party's address set forth above or to such other address as a Party may specify to the other in writing, and all such notices will be effective upon receipt.

28. **Amendment; Waiver.** No modification or amendment to this Agreement is effective unless in writing and signed by both Parties. No action, inaction, delay, or omission by Lessor to exercise any right of Lessor pursuant to this Agreement will impair or waive that right or any other right of Lessor pursuant to this Agreement.

29. **Force Majeure.** Except for Lessee's obligation to pay all amounts due under this Agreement, neither Party shall be liable for any loss, damage, or injury suffered by the other Party due to that Party's delay, failure, or inability to perform its obligations pursuant to this Agreement for reasons outside of its reasonable control, including, without limitation, fire, flood, hurricane, or other Acts of God; acts of civil or military authorities, including orders restricting business activities; labor disputes; and shortages or unavailability materials, supplies, or utilities.

30. **No Third-Party Beneficiaries.** Except for the rights of Indemnified Parties pursuant to Section 17 of this Agreement, there are no third-party beneficiaries to this Agreement. No obligation or duty of either Party to the other Party pursuant to this Agreement shall be construed or deemed to create any right in any third party or any obligation to any third party.

31. **Successors and Assigns.** Lessee may not assign this Agreement or any interest herein or in the Equipment (including any sublease) without Lessor's prior written consent, which Lessor may grant or withhold in its sole discretion. If Lessee fails to obtain Lessor's consent to an assignment the assignment will be void ab initio and Lessee shall continue to be responsible for all amounts due and owing under this Agreement and any additional costs, fees, and expenses incurred by Lessor in enforcing its rights and remedies available under this

Agreement or otherwise available at law or in equity. Lessor may assign this Agreement or any interest herein or in the Equipment without restriction.

32. **Medicare.** Until the expiration of a period of four (4) years following the date of termination of this Agreement, each Party shall make available upon written request of the Secretary of the United States Department of Health and Human Services or upon the request of the Comptroller General of the United States General Accounting Office or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services Lessor provides pursuant to this Agreement. In the event the Lessor carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, such contract shall contain a clause to the effect that, until the expiration of four (4) years after the date of furnishing such services pursuant to such subcontract, the related organization shall make available such books, documents, and records as are necessary to certify the nature and extent of the costs of services provided.

33. **Compliance with Laws.** Each Party shall at all times comply with: (a) all applicable laws, rules, regulations, and orders of any governmental authority, noncompliance with which could have a materials adverse effect on its performance under this Agreement or its business or condition, financial or otherwise, including each Party's respective obligations under HIPAA; and (b) the Business Associate Agreement.

34. **Governing Law and Jurisdiction.** This Agreement and all acts and omissions of the Parties in connection with this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles. All claims, controversies, and disputes arising out of or relating to this Agreement shall be resolved exclusively in the state (or if jurisdiction is proper, federal) courts located in the Commonwealth of Pennsylvania, and Lessor and Lessee irrevocably consent and submit to the exclusive jurisdiction of these courts and agree not to argue or maintain that any such court lacks personal jurisdiction or is improper or inconvenient. Notwithstanding the foregoing, nothing shall prevent Lessor from commencing any action, enforcing any judgment, or exercising any rights against Lessee and its property, or that Lessor has with respect any Item, in any other jurisdiction.

35. **Waiver of Jury Trial.** Lessee and Lessor irrevocably waive all right to a trial by jury in any action or proceeding relating to this Agreement and agree that this waiver is knowing and voluntary.

36. **Fraud and Abuse.** Notwithstanding any unanticipated effect of any provision of this Agreement, this Agreement is not intended and neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibitions against fraud and abuse in connection with the Medicare, Medicaid, or any other federal health care programs. Nothing in this Agreement shall be construed to require either Party or any related person or entity to make, nor to compensate either Party or any related person or entity for making, referrals of patients for items or services. The amount to be paid by Lessee to Lessor hereunder does not include any discount, rebate, kickback, or other reduction in charge, and reflects the fair market value for the Items and services provided hereunder.

37. **Cancellation.** If Medicare completely discontinues reimbursement of in-office cardiac PET, the Parties agree to negotiate diligently and in good faith whether to amend this Agreement in connection with the discontinuance of reimbursement. If the Parties are unable to agree to amend this Agreement within ninety (90) days after the commencement of such negotiations, either Party may terminate this Agreement upon written notice to the other Party, with no further obligation of either Party except Lessee paying all fees incurred through the effective date of termination and returning all Equipment pursuant to Section 11 of this Agreement.

38. **Counterparts; Entire Agreement.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute the same instrument. Signature pages signed and

delivered electronically shall be treated as physically signed and delivered original signature pages for all purposes. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, merging and superseding all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, made by either Party or between the Parties.

39. **Legislative, Regulatory or Administrative Changes.** If there is a change in the Medicare or Medicaid statutes or any other legal requirements, or the adoption of new federal or state legislation, which has the effect of making the terms and conditions of this Agreement unlawful or unenforceable, the Parties shall promptly enter into good faith, diligent negotiations toward a mutually acceptable arrangement that complies with all legal requirements and that approximates, as closely as possible, the economic position of the Parties prior to such change or new legislation. If the Parties are unable to agree to a mutually acceptable arrangement within ninety (90) days after commencing such negotiations, either Party may terminate this Agreement upon written notice to the other Party, with no further obligation of either Party except Lessee paying all fees incurred through the effective date of termination and returning all Equipment pursuant to Section 11 of this Agreement.

40. **Reimbursement Decline.**

(a) **Initial Decline.** During the Term of this Agreement, if Medicare reimbursement declines by more than 40% from the then-current published Medicare fee schedule for the specified service locality (Virginia-00-Statewide) for cardiac PET perfusion imaging utilizing the Equipment and/or Isotopes (currently CPT Codes – 78431 (Global Myocardial Perfusion PET/CT), in conjunction with 78434 (Coronary Flow Rate (“CFR”)), 93015 (Global Treadmill), and A9555 (Rubidium 82)) (a “***Reimbursement Decline***”), the first 40% of such decline shall be absorbed solely by Lessee. Thereafter, Lessor agrees to adjust its charges commensurate with 50% of the amount of any Reimbursement Decline in excess of the first 40% of Reimbursement Decline, provided, however, that (1) if Lessor adjusts its charges for Isotope, no such adjustment by Lessor shall constitute or be considered contributing to a Reimbursement Decline; and (2) the Equipment Fee will not be adjusted below fair market value, irrespective of the amount of Reimbursement Decline. Lessor shall apply its deduction first to the Equipment Fee and secondarily to the Isotope, subject to the foregoing limitation.

(b) **Substantial Decline.** Throughout the Term of this Agreement, if Medicare reimbursement for the then-current published Medicare fee schedule for cardiac PET perfusion imaging as described in subsection (a) decreases by 65% or more, the Parties agree to negotiate diligently and in good faith a revised fee structure. If the Parties are unable to agree to a revised fee structure within ninety (90) days after such negotiations, either Party may terminate this Agreement by providing the other Party with written notice, and any such termination will be effective ninety (90) days after the date such notice is delivered. If this Agreement is terminated pursuant to this subsection (b), Lessee agrees that it will pay all fees incurred through the effective date of termination, the restrictions of Section 26 shall apply, and that Lessee shall return the Equipment to Lessor in good working order as specified within Section 11 of this Agreement. The Parties agree that all fee reductions as set out in this Section 40 will be implemented only in accordance with all state and federal laws and regulations.

(c) **Subsequent Increase.** If after any Reimbursement Decline CMS increases reimbursement for cardiac PET perfusion imaging, Lessor shall be entitled to increase its charges commensurate with any such increase.

41. **Survival.** If either Party terminates this Agreement for any reason, Section 11, Section 17, Section 26, Section 32, and Section 42 of this Agreement shall remain in full force and effect.

42. **Confidentiality; Non-solicitation.**

(a) **Confidentiality.** Except as required by law, Lessee shall not disclose to any third party for any reason whatsoever any information about Lessor’s business that is not publicly available, disclosed or made

available by Lessor to Lessee prior to or during the Term of this Agreement, including the scope and price of goods and services Lessor provides and the terms of this Agreement.

(b) **Non-solicitation.** Throughout the Term of this Agreement and for a period of two (2) years after termination of this Agreement for any reason, Lessee agrees not to (1) induce or attempt to induce any employee of Lessor to leave the employ of Lessor, or in any way interfere with the relationship between Lessor and any of its employees, or (2) hire any person who is or was an employee of Lessor and provided services to Lessee at any time during the Term of this Agreement.

43. **Contractual Capacity.** Lessee hereby represents and warrants that Lessee is free and has the authority to enter into this Agreement and that this Agreement does not violate any other agreement or obligation to which Lessee is currently obligated or bound.

44. **Remote Access.** Lessee shall allow Lessor secure, remote access to the cardiac PET system and applicable workstations provided by Lessor for hardware support, maintenance, uptime analysis, software support, and data collection for invoicing. Such access shall be unrestricted and accomplished through a third-party remote access solution, such as TeamViewer. If access is required through VPN, Lessee shall provide such VPN access to Lessor prior to the Date of First Billable Use.

45. **Pro-Rata Adjustments.**

(a) **Reasons for Adjustment.** If the Equipment is deemed inoperable due to an Equipment service related issue or if Isotope is not available due to infusion cart failure or lack of availability from Lessor's supplier, and such inoperability or unavailability results in Lessee's inability to perform cardiac PET imaging on any regularly scheduled weekday service day(s), Lessor shall reduce the Equipment Fee and Billable Minimum Isotope requirement for the month in which such inoperability or unavailability occurs, as set out in this Section 45.

(b) **Equipment Fee Adjustment Calculation.** The amount by which the Equipment Fee will be reduced in any calendar month pursuant to this Section 45 will be equal to the product of the monthly Equipment Fee *multiplied by* a fraction, the numerator of which is the number of non-holiday, weekday scheduled service days that Lessee could not use the Equipment during the calendar month, and the denominator of which is the number of non-holiday weekdays in that calendar month.

(c) **Billable Minimum Adjustment Calculation.** The amount by which the Billable Minimum Isotope requirement will be reduced in any calendar month pursuant to this Section 45 will be equal to the product of the Billable Minimum Isotope requirement *multiplied by* a fraction, the numerator of which is the number of non-holiday, weekday scheduled service days that Lessee could not use the Equipment during the calendar month, and the denominator of which is the number of non-holiday weekdays in that calendar month, rounded down to the next whole number if the result of this calculation is not a whole number.

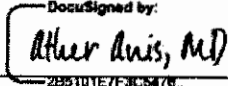
(d) **Certain Limitations on Adjustments.** For clarity, scheduled Equipment preventative maintenance (PMs) checks do not constitute a down day. The pro-rata adjustment does not constitute a credit and cannot be applied against actual exams completed or minimums not met in any other month. Lessee shall be responsible for paying for all Isotope purchases in any month irrespective of any adjustment to the Billable Minimum pursuant to this section.

[Signature page follows]

IN WITNESS WHEREOF, Lessee and Lessor, through their duly authorized representatives, execute and agree to be legally bound by this Agreement as of the Effective Date.


LESSEE:


Heart and Vascular Specialists, P.C.

Signed: Ather Anis, MD
2B5101E7F3C5476...
Print Name: Ather Anis, MD
Title: MD
Date: 3/23/2026

LESSOR:

CDL Nuclear Technologies, LLC

Signed: Chris Baer
87CB8ED2AAA0426...
Print Name: Chris Baer
Title: Chief Commercial Officer
Date: 3/23/2026

Signed: Ron Morosko
F8C862FA752D4D6...
Print Name: Ron Morosko
Title: Chief Operating Officer
Date: 3/23/2026

[Signature page to Equipment Lease, Isotope Sale, and Services Agreement]

Schedule 1

Business Associate Agreement

1. **Background.** This Business Associate Agreement ("**BAA Terms**") are between Lessee (referred to in these BAA Terms as "**Covered Entity**") and Lessor (referred to in these BAA Terms as "**Business Associate**"). Covered Entity and Business Associate agree that the Parties enter into these BAA Terms in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and their implementing regulations set forth at 45 C.F.R. Parts 160 and Part 164 (the "**HIPAA Rules**"). Covered Entity and Business Associate have entered into, and/or will enter into, arrangements whereby Business Associate will perform services on behalf of Covered Entity that require Business Associate to create, maintain, receive or transmit PHI (as defined below) (collectively, the "**Underlying Agreements**"). To the extent Business Associate is acting as a "business associate" (as defined in 45 C.F.R. § 160.103) of Covered Entity pursuant to the Underlying BAA Terms, the provisions of these BAA Terms shall apply.

2. **Definitions.** Capitalized terms not otherwise defined in these BAA Terms shall have the meaning set forth in the HIPAA Rules. References to "PHI" mean Protected Health Information maintained, created, received or transmitted by Business Associate in its capacity as a business associate of Covered Entity.

3. **Uses or Disclosures.** Business Associate will neither use nor disclose PHI except as permitted or required by these BAA Terms or as Required By Law. To the extent Business Associate is to carry out an obligation of a Covered Entity under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of 45 CFR Part 164, Subpart E that apply to such Covered Entity in the performance of such obligation. Business Associate is permitted to use and disclose PHI:

(a) to perform any and all obligations of Business Associate pursuant to the Underlying Agreements, provided that such use or disclosure would not violate the HIPAA Rules, if done by Covered Entity directly;

(b) as otherwise permitted by law, provided that such use or disclosure would not violate the HIPAA Rules, if done by Covered Entity directly and provided that Covered Entity gives its prior written consent;

(c) to perform Data Aggregation services relating to Covered Entity's health care operations;

(d) to report violations of the law to federal or state authorities consistent with 45 CFR § 164.502(j)(1);

(e) as necessary for Business Associate's proper management and administration and to carry out Business Associate's legal responsibilities (collectively "**Business Associate's Operations**"), provided that Business Associate may only disclose PHI for Business Associate's Operations if the disclosure is Required By Law or Business Associate obtains reasonable assurance, evidenced by a written contract, from the recipient that the recipient will: (1) hold such PHI in confidence and use or further disclose it only for the purpose for which it was disclosed or as Required By Law; and (2) notify Business

Associate of any instance of which the recipient becomes aware in which the confidentiality of such PHI was breached; and

(f) to create de-identified information in accordance with 45 CFR §164.514(b), provided that such de-identified information may be used and disclosed only consistent with applicable law.

4. **Safeguards.** Business Associate will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as permitted by these BAA Terms. Business Associate will also comply with the applicable provisions of 45 CFR Part 164, Subpart C with respect to electronic PHI to prevent any use or disclosure of such information other than as provided by these BAA Terms.

5. **Subcontractors.** In accordance with 45 CFR §§164.308(b)(2) and 164.502(e)(1)(ii), Business Associate will ensure that all its Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree by written contract to comply with the same restrictions and conditions that apply to Business Associate with respect to such PHI, including but not limited to the obligation to comply with applicable provisions of 45 CFR Part 164, Subpart C.

6. **Minimum Necessary.** Business Associate will limit its uses and disclosures of, and requests for, PHI to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

7. **Covered Entity Obligations.** Covered Entity shall notify Business Associate of: (a) any limitations in its notice of privacy practices, (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, and (c) any confidential communication request or restriction on the use or disclosure of PHI that Covered Entity has agreed to or with which Covered Entity is required to comply, to the extent any of the foregoing affect Business Associate's use or disclosure of PHI. Covered Entity shall not request Business Associate to use or disclose PHI in a manner not permitted by the HIPAA Rules or other applicable law, shall obtain all permissions or authorizations, if any, required to disclose PHI to Business Associate in order for Business Associate to perform its obligations under the Underlying Agreements, and only disclose to Business Associate the minimum Protected Health Information necessary to allow Business Associate to perform its obligations under the Underlying Agreements.

8. **Access and Amendment.** In accordance with 45 CFR § 164.524, Business Associate shall permit Covered Entity or an Individual (or the Individual's designee) to inspect and obtain copies of any PHI about the Individual that is in Business Associate's custody or control and that is maintained by Business Associate in a Designated Record Set. If the requested PHI is maintained electronically, Business Associate must provide a copy of the PHI in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Business Associate,

TERMS AND CONDITIONS

I. Equipment Lease, Isotopes, Services, and Buildout Allowance.

(a) **Equipment Lease and Isotope Sale.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment and additional items identified in the Equipment and Isotope Schedule (collectively, the "**Equipment**" and each individually, an "**Item**"). Lessor agrees to sell to Lessee, and Lessee agrees to purchase from Lessor, all its requirements for the isotopes identified in the Equipment and Isotope Schedule ("**Isotopes**"). All references to "cardiac PET" or "cardiac PET/CT" in the Agreement mean both cardiac PET and cardiac PET/CT. Lessee represents and warrants that it is (1) the person or entity that will be providing patient consultation, ordering, referral, and services using the Equipment and Isotopes, and billing third party payors for those services, and (2) leasing the Equipment solely for a business purpose and not for personal, family, or household use.

(b) Services.

(1) Lessor shall provide training to Lessee's personnel in the safe use and operation of the Equipment. Lessor shall train and, in its sole discretion, authorize Lessee's designated certified nuclear medicine technologist (the "**Authorized CNMT**") in the safety, use, operation, reporting, and quality control of the Isotope generator and infusion system. The Authorized CNMT shall perform all imaging services under the direct personal supervision of the physician who Lessee designates as its authorized user. Lessee shall exercise sole control over all actions taken by the Authorized CNMT in connection with the rendering of medical services, and Lessor shall in no way supervise, control, or direct the Authorized CNMT's rendering of medical or professional services.

(2) Lessor shall reasonably assist Lessee with Lessee obtaining all certifications, licenses, permits, and other governmental approvals that Lessee requires to complete the construction necessary to prepare the Equipment Location for the installation of the Equipment and to use the Equipment as contemplated by this Agreement (collectively, "**Approvals**"); provided, however, that Lessee bears ultimate responsibility for obtaining all required Approvals. All costs that Lessor incurs in connection with assisting Lessee obtain Approvals (e.g., permit fees, professional fees) will be included in calculating the aggregate amount of Allowance that Lessor provides for purposes of Section 3(c) of this Agreement.

(A) Lessee agrees to diligently pursue obtaining all Approvals and to timely provide all information and support that Lessor requires in connection with assisting Lessee obtain Approvals. Lessee further agrees to provide promptly to Lessor copies of all documents evidencing all Approvals that Lessee obtains.

(B) If the grant of any required Approval is denied or delayed by an issuing authority, Lessee shall diligently pursue, and Lessor shall reasonably assist Lessee with, all appeals, reconsiderations, and reviews of such denial or delay until Lessor advises Lessee that Lessor no longer intends to assist Lessee in pursuing the required Approval. If Lessee does not obtain a required Approval after complying with this subsection (b)(2) and such failure prevents Lessee from installing and using the Equipment as contemplated by this Agreement, Lessor may terminate this Agreement upon written notice to Lessee; provided that, upon such termination, (i) all costs Lessor incurred in connection with assisting Lessee obtain all Approvals and all amounts Lessor paid in connection with design and construction at the Equipment Location will be repaid by Lessee pursuant to Section 3(c)(4) of this Agreement, and (ii) Section 26 of this Agreement will apply according to its terms.

(3) Upon the written request of Lessee, Lessor will assist Lessee obtain through an approved accrediting agency the accreditation required by the Medicare Improvements for Patients and Providers Act of 2008, for Lessee's use of the Equipment and Isotopes in providing patient diagnostic imaging services. Lessor's

Covered Entity and the Individual. Business Associate will, upon receipt of notice from Covered Entity, promptly amend or permit Covered Entity access to amend PHI held in a Designated Record Set by Business Associate so that Covered Entity may meet its amendment obligations under 45 CFR § 164.526.

9. Accounting. Except for disclosures excluded from the accounting obligation by the HIPAA Rules, Business Associate will record for each disclosure that Business Associate makes of PHI the information necessary for Covered Entity to make an accounting of disclosures pursuant to the HIPAA Rules. In the event the U.S. Department of Health and Human Services ("HHS") finalizes regulations requiring Covered Entities to provide access reports, Business Associate shall also record such information with respect to electronic PHI held by Business Associate as would be required under the regulations for Covered Entities beginning on the required compliance date of such regulations. Business Associate will make information required to be recorded pursuant to this Section available to Covered Entity promptly upon Covered Entity's request for the period requested, but for no longer than required by the HIPAA Rules (except Business Associate need not have any information for disclosures occurring before the effective date of these BAA Terms).

10. Books and Records. Business Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI, available upon request to HHS to determine compliance with the HIPAA Rules.

11. Reporting. To the extent Business Associate becomes aware of or discovers any use or disclosure of PHI not permitted by these BAA Terms, any Security Incident involving electronic PHI or any Breach of Unsecured Protected Health Information involving PHI, Business Associate shall promptly report such use, disclosure, Security Incident or Breach to Covered Entity. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made in compliance with 45 CFR § 164.410.

12. Term and Termination. These BAA Terms shall be effective as of the Effective Date of the Underlying Agreements and shall remain in effect until termination of the Underlying Agreements. Either party may terminate these BAA Terms, and may terminate the Underlying Agreements, to the extent the breaching party must process PHI to perform its obligations to the non-breaching party under the Underlying Agreements, effective immediately, if it reasonably determines that the other party has breached a material provision of these BAA Terms and failed to cure such breach within thirty (30) days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party

may terminate these BAA Terms, and may terminate the Underlying Agreements, to the extent the breaching party must process PHI to perform its obligations to the non-breaching party under the Underlying Agreements, effective immediately upon written notice to other party.

13. Effect of Termination. Upon termination of these BAA Terms for any reason, Business Associate will, if feasible, return to Covered Entity or destroy all PHI maintained by Business Associate in any form or medium, including all copies of such PHI. Further, Business Associate shall recover any PHI in the possession of its Subcontractors and return to Covered Entity or securely destroy all such PHI. In the event that Business Associate determines that returning or destroying any PHI is infeasible, Business Associate may maintain such PHI but shall continue to comply with the terms and conditions of these BAA Terms with respect to such PHI and shall limit its further use or disclosure of such PHI to those purposes that make return or destruction of the PHI infeasible. All of Business Associate's obligations under these BAA Terms shall survive termination and remain in effect (a) until Business Associate has completed the return or destruction of PHI as required by this Section, and (b) to the extent Business Associate retains any PHI pursuant to this Section.

14. General Provisions. In the event that any final regulation or amendment to final regulations is promulgated by HHS or other government regulatory authority with respect to PHI, the Parties shall negotiate in good faith to amend these BAA Terms to remain in compliance with such regulations. Any ambiguity in these BAA Terms shall be resolved to permit the Parties to comply with the HIPAA Rules. Nothing in these BAA Terms shall be construed to create any rights or remedies in any third parties or any agency relationship between the Parties. A reference in these BAA Terms to a section in the HIPAA Rules means the section as in effect or as amended. The terms and conditions of these BAA Terms override and control any conflicting term or condition of the Underlying Agreements and replace and supersede any prior business associate agreement in place between the Parties. All non-conflicting terms and conditions of the Underlying Agreements remain in full force and effect. These BAA Terms shall be subject to the limitations of liability specified in the Underlying Agreements.

services will include assisting Lessee with the preparation of Lessee's application documents, submitting the application and fee on behalf of Lessee, and providing ongoing support and consultation to Lessee during the accreditation process. Lessor will assist Lessee obtain accreditation through the approved accrediting agency selected by Lessor.

(A) Lessee will promptly provide all the information and documentation that Lessor requires to prepare and submit Lessee's application for accreditation, and upon receiving accreditation, will comply with all requirements necessary to maintain accreditation. Notwithstanding the services Lessor provides to Lessee, Lessee acknowledges and agrees that the obligation to obtain accreditation is solely that of Lessee, the determination for accreditation is made solely by the accrediting agency, and Lessor provides no representation or warranty that the accrediting agency will accredit Lessee.

(B) Lessee's accreditation will remain in effect for a period of three (3) years from the date the accreditation is granted or until this Agreement is terminated for any reason, whichever is earlier. During the Term of this Agreement, Lessee will notify Lessor in writing at least one hundred eighty (180) days before the date that Lessee's current accreditation will expire whether Lessee intends to have Lessor assist with Lessee's accreditation renewal or whether Lessee will seek accreditation without the assistance of Lessor. Lessee acknowledges that if Lessee seeks accreditation without the assistance of Lessor: (i) no adjustment to the Equipment Fee or any other fee will be made, (ii) Lessee will provide to Lessor upon receipt a copy of the documents evidencing Lessee's accreditation; and (iii) Lessee's failure to obtain accreditation will constitute an Event of Default under this Agreement.

(C) Lessee will pay Lessor Three Thousand Dollars (\$3,000.00) for the costs and fees associated with Lessor assisting Lessee obtain each accreditation, which Lessee will pay within thirty (30) days of Lessor's invoice date. For each accreditation renewal with which Lessor assists thereafter, Lessee will pay Lessor Three Thousand Dollars (\$3,000.00) for the costs and fees associated with each accreditation renewal; provided, however, that Lessor may adjust the amount of costs and fees for any accreditation renewal by providing written notice to Lessee at least one hundred twenty (120) days before the expiration date of Lessee's current accreditation.

(4) Lessor shall provide services to Lessee designed to obtain prior authorization for cardiac PET exams that Lessee will perform using the Equipment in circumstances where payors require prior authorization before agreeing to pay for cardiac PET patient exams ("**Prior Auth Services**"). Prior Auth Services may be delivered as: (i) "Prior Auth Essentials," whereby Lessee's personnel will gather required documentation and submit cases through a provider portal and will access case updates and outcomes exclusively through the provider portal; and (ii) "Prior Auth Plus," whereby Lessee will afford access to its electronic health records (EHR) system, enabling the collection of all necessary case information and the transmittal of case updates and outcomes directly to Lessee's EHR system. For Prior Auth Plus services, Lessee must provide notice of any STAT cases or schedule changes within seventy-two (72) hours. Lessee will be notified if an authorization may not be completed in time, if additional information is required, such as updated insurance, referrals, or a peer-to-peer. The provider portal will remain available as a supplemental resource for Prior Auth Plus services.

(A) Based on Lessee's historical payor mix, the Parties anticipate that Lessee will require Prior Auth Services for an average of fifty (50) patient exams each month for a total of six hundred (600) Prior Auth Services during a period of twelve (12) months. Lessor will provide as a component of the Equipment Fee up to 600 individual Prior Auth Services for Lessee to use during a period of up to twenty-four (24) months, commencing on the date of First Billable Use (the "**Prior Auth Term**").

(B) The Prior Auth Services included as a component of the Equipment Fee are priced as Prior Auth Essentials. If Lessee requests Prior Auth Plus services during the Prior Auth Term for any of

the 600 Prior Auth Services included as a component of the Equipment Fee, Lessor will invoice and Lessee shall pay Twelve Dollars (\$12.00) for each such Prior Auth Plus service.

(C) Lessor will invoice and Lessee shall pay for all Prior Auth Services (i) exceeding the allocation of 600 Prior Auth Services during the Prior Auth Term, or (ii) that Lessor provides after the end of the Prior Auth Term, irrespective of the number of Prior Auth Services that Lessor provides during the Prior Auth Term (collectively, "***Additional Prior Auth Services***"). The price for each Additional Prior Auth Service will be Thirty Dollars (\$30.00) for each Prior Auth Essentials service and Forty-Two Dollars (\$42.00) for each Prior Auth Plus service, which price Lessor may adjust at any time by providing Lessee with at least thirty (30) days prior written notice. Instead of Lessee paying for Additional Prior Auth Services on a per service basis, the Parties may agree to extend the Initial Term of this Agreement in consideration for Lessor providing up to a certain number of Additional Prior Auth Services for an additional fixed period at a fixed price.

(D) Although the Prior Auth Services are included as a component of the Equipment Fee, in compliance with state tax law(s) the value of the Prior Auth Services and any Additional Prior Auth Services will be itemized on a separate line item in each applicable invoice. Lessee shall have the right to terminate Prior Auth Services or Additional Prior Auth Services at any time by providing Lessor with at least thirty (30) days' prior written notice, but any termination of Prior Auth Services or Additional Prior Auth Services will not result in any refund nor any adjustment of any fee or the Initial Term

(c) Buildout Allowance.

(1) Lessor shall provide a buildout allowance to Lessee of up to Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "***Allowance***"), to be used for the actual cost of Approvals and design and construction services at the Equipment Location necessary to install and use the Equipment. Lessee acknowledges that the Allowance does not represent a firm estimate of nor a cap on the costs of Approvals, design, and construction. The amount of the Allowance Lessor provides takes into account the Initial Term of and the Equipment Fee under this Agreement. Lessor shall advance the mutually approved costs on behalf of Lessee directly to the architect, contractor(s), and other service providers as agreed by Lessor and Lessee. If the actual cost of Approvals and design and construction services at the Equipment Location appears reasonably likely to exceed the Allowance, Lessee acknowledges and agrees that Lessor may require Lessee to demonstrate Lessee's ability to pay those costs exceeding the Allowance before Lessor makes any disbursement of the Allowance to Lessee.

(2) Lessor will provide all required information to, and consult with, the selected contractor and/or architect to facilitate proper design and construction. Lessee shall provide a suitable place of installation and all required construction and preparation necessary for installing all Equipment. Lessor shall submit to Lessee, for Lessee's approval, complete plans and specifications ("***Lessor's Plans***") for the design and construction required for the installation and use of the Equipment, including electrical and mechanical specifications. Lessee shall notify Lessor of its approval or disapproval of Lessor's Plans within five (5) days after delivery thereof.

(3) If Lessee disapproves of Lessor's Plans, or any portion thereof, Lessee shall promptly notify Lessor in writing and shall indicate the revisions that Lessee requires before approving Lessor's Plans. Any such revisions must be consistent with manufacturer specifications for siting the Equipment. As soon as reasonably practicable thereafter, Lessor shall revise Lessor's Plans and resubmit the revised plans to Lessee. Lessee must approve all revisions in writing, and once the plans and specifications are approved and initialed by Lessee and Lessor or their respective duly appointed representatives (the "***Final Plans***"), the mutually agreed contractor(s) will perform the work according to the Final Plans.

(d) Purchase Option.

(1) Provided that (A) no Event of Default with respect to Lessee has occurred, (B) Lessee has not assigned this Agreement or any interest herein or in the Equipment (including any sublease), and (C) Lessee has met all minimum purchase and payment requirements under this Agreement and is current in all payments, Lessee shall have the option (the "**Purchase Option**") to purchase at the end of the Initial Term for fair market value the Equipment identified in the Equipment and Isotope Schedule of this Agreement (collectively, the "**Purchased Equipment**").

(2) Lessee must notify Lessor in writing, no later than ninety (90) days before the end of the Initial Term, that Lessee intends to exercise the Purchase Option. Upon Lessee so notifying Lessor, Lessor will obtain up to three estimates or quotes for the current purchase price of a cardiac PET system, processing station, and physician reading station (if applicable), of the same make, model, and year as, and configured substantially similar to, those Items of the Purchased Equipment, and the average of those estimates or quotes will be considered the fair market value of the Purchased Equipment. Neither party is obligated to purchase or sell the Purchased Equipment if it does not accept the fair market value determined pursuant to this paragraph (2).

(3) If Lessee exercises the Purchase Option and continues to comply with the terms and conditions of this Agreement, Lessor will provide to Lessee a quitclaim bill of sale transferring title to the Purchased Equipment on the last day of the Initial Term (the "**Transfer Date**"), provided that: (A) no Event of Default with respect to Lessee occurs after Lessee exercises the Purchase Option, (B) Lessee pays all Equipment Fees and Isotope Fees (including all Billable Minimum requirements) incurred through the Transfer Date; (C) Lessee pays in full the purchase price for the Purchased Equipment; and (D) Lessee agrees to purchase the Purchased Equipment in as-is, where-is condition, with all faults and no representations or warranties of any kind or nature whatsoever, express or implied. Lessor hereby disclaims the implied warranties of merchantability and fitness for a particular purpose with respect to any Purchased Equipment. On and after the Transfer Date, Lessor shall have no obligation or liability to Lessee regarding the Purchased Equipment or the repair, maintenance, and service thereof.

2. Term. The initial term of this Agreement commences on the Effective Date and continues for a period of sixty (60) Billable Months from the Date of First Billable Use of the Equipment (together with all Extension Months (as defined herein), the "**Initial Term**"). The "**Date of First Billable Use**" means the first date on which Lessee uses the Equipment in connection with a patient service that is billable to any third-party payor, and a "**Billable Month**" means any month in which Lessor invoices Lessee, and Lessee pays, the Equipment Fee and an amount equal to or greater than the monthly Billable Minimum, as defined in Section 3(b). A Billable Month does not include any month in which Lessee's monthly invoice has been adjusted to an amount less than the Billable Minimum, unless such adjustment was made pursuant to Section 45, and was the direct result of an Equipment-related service issue. After the Initial Term, this Agreement shall renew on the same terms and conditions for successive one-year periods unless either Party notifies the other Party, at least ninety (90) days prior to the expiration of the then-current term, of its intention not to renew this Agreement. The Initial Term, together with all renewal terms, if any, comprise the "**Term**" of this Agreement.

3. Compensation.

(a) Fees. Lessee shall pay two different fees during the Term: (1) for the lease of Equipment, the provision of the services described herein, and use of the Allowance, a fixed monthly fee ("**Equipment Fee**"), and (2) for the provision of Isotopes, a per dose radiopharmaceutical fee ("**Isotope Fee**"). The monthly Equipment Fee is Sixteen Thousand Dollars (\$16,000.00). The Isotope Fee is Three Hundred Ninety-Nine Dollars (\$399.00) per dose (\$798.00 per patient).

(b) **Billable Minimum.** Based on Lessee's historical perfusion imaging volume, the Parties anticipate that Lessee will perform eighty (80) patient exams per month. Lessee understands and acknowledges that the decaying nature of the radioactive material used to generate the Isotopes requires Lessor to replace the Isotope generators at defined intervals, regardless of the number of patient exams that Lessee performs in any month. In order to offset Lessor's fixed costs to acquire and transport the Isotope generators to Lessee at the required regular intervals, and consistent with Lessee's historical perfusion imaging volume, Lessee hereby agrees to a monthly billable Isotope Fee minimum of thirty-five (35) patient exams, for each of the first six (6) months commencing with the month in which the Date of First Billable Use occurs (the "**Ramp-up Period**"), and forty (40) patient exams each month thereafter for the remainder of the Term (collectively, the "**Billable Minimum**"). Notwithstanding the foregoing Billable Minimum during the Ramp-up Period, Lessee acknowledges and agrees that the Initial Term will be extended for one (1) additional Billable Month for each month during the Ramp-up Period in which Lessee conducts less than forty (40) patient exams, unless Lessee's failure to conduct at least forty (40) patient exams in any month during the Ramp-up Period was due to unavailability of the Equipment or Isotope from Lessor. Whether Lessee would have conducted at least forty (40) patient exams in any month during the Ramp-up Period but for unavailability of the Equipment or Isotope from Lessor will be determined by calculating the average number of patient exams Lessee conducted each service day during the Ramp-up Period month at issue and allocating that daily average to each service day the Equipment or Isotope was unavailable during that month for reasons the Billable Minimum would be adjusted pursuant to Section 45 of this Agreement.

(c) **Allowance.** With respect to the Allowance, the Parties agree to the following:

(1) If the amount Lessor pays in connection with Approvals plus the actual cost of design and construction at the Equipment Location is an amount less than the Allowance by Five Thousand Dollars (\$5,000.00) or less, Lessor will retain any such unexpended portion of the Allowance with no further obligation with respect thereto, in consideration for the services Lessor provides in connection with the Approvals and the design and construction at the Equipment Location. Lessee shall repay the Allowance on a pro-rata basis over the Initial Term of this Agreement as a component of the monthly Equipment Fee, such that Lessee will have fully repaid the Allowance at the end of the Initial Term.

(2) If the amount Lessor pays in connection with Approvals plus the actual cost of design and construction at the Equipment Location is less than the Allowance by an amount exceeding Five Thousand Dollars (\$5,000.00), (A) Lessor and Lessee will execute an amendment to this Agreement reducing the Equipment Fee by a proportionate amount, determined according to the following formula: *Equipment Fee reduction = [Allowance - (amount Lessor pays + \$5,000)] / the number of Billable Months in the Initial Term*, and (B) Lessee shall repay the outstanding balance of such amount Lessor paid on a pro-rata basis over the Initial Term of the Agreement as a component of the monthly Equipment Fee, such that Lessee will have fully repaid the Allowance at the end of the Initial Term.

(3) If the amount Lessor pays in connection with Approvals plus the actual cost of design and construction at the Equipment Location exceeds the Allowance, Lessee shall promptly pay all such costs exceeding the Allowance or request that Lessor pay such costs, which Lessor may pay in such amounts as Lessor determines in its sole discretion. If Lessee requests that Lessor pay such costs, the Initial Term of this Agreement will be extended for one (1) additional Billable Month for each \$5,000 increment of such costs exceeding the Allowance that Lessor agrees to pay (each, an "**Extension Month**"), commencing with the first dollar of each \$5,000 increment. Lessee shall repay the Allowance (including any additional amounts that Lessor agreed to pay) on a pro-rata basis over the Initial Term of this Agreement as a component of the monthly Equipment Fee, such that Lessee will have fully repaid the Allowance at the end of the Initial Term.

(4) If Lessor or Lessee terminates this Agreement prior to the end of the Initial Term for any reason, the entire remaining balance of the amount Lessor paid in connection with Approvals and design and construction at the Equipment Location, including any amounts exceeding the Allowance, shall be due and

payable to Lessor, which Lessor will invoice and Lessee shall pay within fifteen (15) days of the date of Lessor's invoice.

4. **Payment.**

(a) **Payment Terms.** Lessee shall pay all Equipment Fees and Isotope Fees within thirty (30) days of Lessor's invoice date. Lessor will issue invoices twice monthly, at mid-month and month-end. Lessee shall receive its first invoice for the Equipment Fee on the Date of First Billable Use. The monthly Equipment Fee will be billed in advance, and any Billable Minimums will be reconciled on the month-end invoice. If Lessee fails to make any payment when due, Lessee shall pay Lessor a late charge on all overdue amounts equal to two percent (2.0%) of the overdue amount (or the maximum amount permitted by law, if less), to be assessed monthly on the first invoice of the subsequent month. Lessor reserves the right to pass through to Lessee any manufacturer cost increases to the Isotope generator or infusion system as an increase to the Isotope Fee proportionate to the cost increase imposed on Lessor.

(b) **Payment Mechanics.** Lessee shall maintain a separate bank account into which Lessee does not receive deposits or payments from Medicare, Medicaid, or any other federal, state, or local governmental payor for healthcare services (the "**Account**"). Lessor will provide Lessee with access to a secure platform through which Lessee shall provide Lessor, at least sixty (60) days before the scheduled Date of First Billable Use, information regarding the Account sufficient to enable Lessor to initiate debit entries to the Account through the Automatic Clearing House (ACH) system or by electronic check. If Lessee intends to make a change to the Account, it shall provide Lessor with at least thirty (30) days' prior written notice before making any such change and Lessee shall update the Account information through the secure platform made available by Lessor.

(1) Lessee hereby authorizes Lessor to automatically withdraw on the payment due date stated in each invoice from Lessor the amounts due for Equipment Fees, Isotope Fees, Prior Auth fees, applicable taxes, and late charges imposed pursuant to Section 4(a), if any, by initiating an ACH or electronic check debit entry to the Account. Lessee acknowledges and agrees this authorization is continuing, intended to be irrevocable during the Term of this Agreement, and is a fundamental condition to induce Lessor to accept this Agreement.

(2) Lessee shall ensure that before the payment due date stated in each invoice from Lessor that Lessee has available funds in the Account sufficient to pay the full amount stated on Lessor's invoice consistent with Section 4 of this Agreement. Lessee shall be responsible for any fees incurred by Lessor resulting from a rejected ACH debit attempt or rejected electronic check from the Account. Lessor is not responsible for any overdraft or rejected transaction fees that may result from Lessor debiting any amount authorized under the terms of this Agreement.

(c) **Billing Obligations.** Lessee shall be solely responsible for billing all third party payors, including federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) as applicable, for all patient services Lessee provides using the Equipment and Isotopes, and Lessee shall comply with all applicable payor rules and requirements including, without limitation, the accurate reporting of invoices, acquisition costs, and any other costs related to Items and services that Lessor provides pursuant to this Agreement.

5. **Net Lease.** This is a net lease, and Lessee is responsible for all taxes imposed on the provision of Equipment, Isotopes, and services and for the costs of insurance that Lessee is required to maintain pursuant to this Agreement. Lessee shall pay all invoices when due without notice or demand. Lessee's payment obligations are absolute and unconditional and shall not be subject to any reduction, offset, counterclaim, abatement, or defense for any reason.

6. **Acceptance of Equipment.** Lessee shall be deemed to have accepted the Equipment once the Equipment is installed, and Lessor has completed all testing required to confirm its operation in conformance with written manufacturer specifications.

7. **Limited Services Warranty and Disclaimer; Limitation of Liability.**

(a) **Limited Services Warranty.** Lessor warrants to Lessee that (1) it will use commercially reasonable efforts to maintain the Equipment performance in accordance with written manufacturer specifications, and (2) all services Lessor performs in connection with this Agreement will be performed in a professional manner, in accordance with prevailing industry standards. Lessor will at its cost repair or replace any Item that does not perform according to written manufacturer specifications, as set out and subject to the limitations in Section 9 of this Agreement. Lessee acknowledges that Lessor is not the manufacturer of the Equipment, and that the Equipment may be refurbished. Accordingly, Lessee agrees that Lessor's entire liability and Lessee's sole and exclusive remedy for any breach of this warranty or any defect in any Item is limited to Lessor re-performing the service at issue or repairing or replacing the Item at issue. Except as expressly set out in this subsection (a), Lessor makes no warranty, express or implied, regarding the Equipment or any Item, and disclaims any and all warranties, including regarding the design or condition of the Equipment, its fitness for any particular purpose, its merchantability, or the delivery of the Equipment free of the rightful claim of any person by way of infringement or the like.

(b) **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement, Lessor shall not, under any circumstances, be liable to Lessee or any third party for consequential, incidental, indirect, exemplary, punitive, or special damages of any kind arising out of or related to the transactions contemplated by this Agreement, whether such damages are claimed in an action sounding in contract, tort (including negligence), strict liability, or any other legal theory, including, without limitation, loss of anticipated profits, benefits, business, or use, even if Lessor is apprised of the likelihood of such damages occurring or such damages are reasonably foreseeable. The Parties acknowledge and agree that each and every provision of this Agreement providing for limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the Parties to be severable from any other provision, is a separate and independent element of risk allocation, forms the basis of the bargain between the Parties, and is intended to be enforced as such, even if any remedy fails of its essential purpose.

8. **Location and Use of Equipment.** Lessee shall keep each Item at, and shall not remove any Item from, the Equipment Location listed in the Equipment and Isotope Schedule and shall maintain each Item in its sole possession and control. Lessor may inspect the Equipment at any time, and with advance notice, Lessor may enter the premises where the Equipment is located for this purpose. Lessee shall use the Equipment only in the ordinary course of Lessee's business, in accordance with all laws, rules, and regulations applicable to Lessor, Lessee, and the Equipment, the user manual, and all applicable insurance policies and warranties. Lessee shall maintain the Equipment Location (specifically, the PET suite) in accordance with manufacturer room environment requirements. Lessee shall continuously maintain all required permits, licenses, and registrations required for the installation and Lessee's use of the Equipment and Isotopes.

9. **Maintenance and Alterations.** Lessor shall: (a) maintain the Equipment in good repair, working order, condition and appearance, ordinary wear and tear excepted; (b) make all necessary adjustments and repairs to the Equipment; and (c) replace worn or defective components of the Equipment. Lessee shall be responsible for the cost of any software upgrades and/or installation necessary to ensure the functionality of and interoperability between the Equipment and Lessee's electronic medical records system. Lessee agrees not to make any alterations, additions, or improvements to the Equipment. During the Term of this Agreement, Lessee shall provide Lessor and its contracted service provider unrestricted access to the Equipment Location and specifically the PET suite in which the Equipment is located to perform inspections, routine or emergent repair services, replacements, or de-installations, before, during, and after regular business hours. Lessee may initiate emergency

service by contacting Lessor and shall notify Lessor in writing of all details concerning any material damage to or loss of the Equipment. Lessor reserves the right to upgrade or replace any Item when Lessor deems necessary in its sole discretion. Lessee shall be responsible for and pay all repair costs, including, without limitation, labor, overtime, parts, travel, and shipping required to remedy or repair any and all issues affecting the Equipment and the Isotope generator and infusion system arising from or related to Lessee or its personnel's: (u) unauthorized attempts to perform service, modifications, alterations, or physical or software upgrades or additions to the Equipment or the Isotope generator and infusion system; (v) unauthorized Equipment or Isotope generator and infusion system relocation; (w) negligence; (x) misuse or abuse of the Equipment or the Isotope generator and infusion system; (y) failing to maintain the Equipment Location in conformity with manufacturer room environment requirements; and (z) failing to operate the Equipment or the Isotope generator and infusion system in compliance with the user manual for the Equipment or the Isotope generator and infusion system.

10. **Title to Equipment.** Lessee shall keep the Equipment free and clear of all liens, claims, security interests and other encumbrances, and shall not sell, transfer, or sublease any Item to any person or entity. The Equipment is and shall remain the personal property of Lessor, even if any Item is or becomes affixed or attached to any real property or structure.

11. **Return of Equipment.** Upon termination of this Agreement for any reason, Lessee shall return each Item to Lessor in good repair, condition, and working order, ordinary wear and tear resulting from proper use alone excepted, by shipping each Item as Lessor shall direct, crated and freight and insurance prepaid by Lessee, to any destination specified by Lessor within the continental United States.

12. **Supplies and Utilities.** Lessee shall be responsible for all disposable items necessary to complete cardiac PET imaging as described herein, including IV supplies, Isotope injection kits, infusion cart elution vials, lifesaving equipment, table paper, cart paper, image storage disks/drives and other consumable items as required. In addition, Lessee shall furnish all necessary utilities for the Equipment, including, but not limited to, proper power and telephone services as set forth in the Final Plans and required network connections and information technology infrastructure, systems, and management.

13. **Other Documents; Further Assurances.** At Lessor's request, Lessee shall deliver, in form and substance satisfactory to Lessor: (a) evidence of its authority to execute, deliver, and perform this Agreement; (b) financial and other business information concerning Lessee; (c) landlord, mortgagee, and lien waivers; (d) information necessary for Lessor to file financing statements pursuant to the Uniform Commercial Code; and (e) any other documents or instruments with respect to the Equipment or this Agreement as Lessor may consider necessary to reflect Lessor's ownership of and to perfect and protect Lessor's interest in the Equipment. Lessee authorizes Lessor to complete or correct any missing or incorrect information in the Equipment and Isotope Schedule or any related documents.

14. **Equipment Insurance.** During the Term of this Agreement, Lessee shall insure the Equipment against all risk of loss, theft, and damage, pursuant to an "all risk" policy of insurance with endorsements removing, or separate policies covering, all exclusions from the "all risk" policy, in the amount of One Million Dollars (\$1,000,000.00), for each cardiac PET system supplied by Lessor. Lessee shall name Lessor or its assignee as loss payee and as an additional insured on such policy and shall deliver the certificate of insurance or other evidence of binding coverage to Lessor no later than the date the Equipment is delivered to the Equipment Location and annually thereafter in connection with policy renewal. Lessee bears all risk of loss to the Equipment once the Equipment is delivered to the Equipment Location.

15. **Liability Insurance.**

(a) **General Liability.** Lessee shall maintain a commercial general liability policy of insurance written on an occurrence basis, including products/completed operations and contractual liability, in an amount

SECTION V — FINANCIAL DATA

Attachment V.H.2

Financial Statements

DOCUMENTS INCLUDED IN THIS ATTACHMENT:

Heart and Vascular Specialists, P.C. / Loudoun Medical Group, P.C.

FY2023 Income Statement

FY2025 Draft Income Statement

FY2024 Payor Mix

FY2025 Payor Mix

**Loudoun Medical Group, P.C.
Heart and Vascular Specialists
Income Statement Comparison
December 31, 2025**

DRAFT

	CURRENT MONTH			YEAR TO DATE		
	December	November	Variance	2025	2024	Variance
Revenue						
Fee For Service Charges	\$784,442	\$780,571	(\$26,129)	\$10,499,300	\$9,919,450	\$579,850
Adjustments	(426,519)	(441,097)	14,578	(5,735,751)	(5,516,408)	(219,343)
Capitation	0	0	0	0	0	0
Net Patient Revenue	337,923	349,474	(11,551)	4,763,549	4,403,042	360,507
Lab Pod Distribution	0	0	0	0	0	0
Ideal Protein Pod Distribution	0	0	0	0	0	0
Cares Act	0	0	0	0	0	0
Other Revenue	0	0	0	0	0	0
Total Revenue	337,923	349,474	(11,551)	4,763,549	4,403,042	360,507
Operating Expenses						
Physician Salaries	360,552	51,923	308,629	2,584,612	1,773,115	821,497
Physician Benefits	14,982	10,367	4,615	165,725	137,488	28,237
Physician CME/Dues/ Travel	0	0	0	8,083	4,013	4,070
Malpractice Insurance	2,981	2,981	0	36,643	39,655	(3,012)
Physician Expenses	378,515	65,271	313,244	2,805,063	1,954,241	850,822
Staff Salaries and Wages	85,454	61,023	24,431	683,128	420,345	262,783
Staff Benefits	12,924	9,895	3,029	112,057	58,113	53,944
Staff CPE/Dues/Travel	51	406	(355)	4,129	2,284	1,845
Staff Expenses	98,429	71,324	27,105	799,314	478,742	320,572
Contract Labor - Physicians	0	0	0	0	0	0
Lab Pod Distribution	0	0	0	0	0	0
Ideal Protein Pod Distribution	0	0	0	0	0	0
Contract Labor - Non Physicians	0	0	0	0	38,059	(38,059)
Contract Labor	0	0	0	0	38,059	(38,059)
Medical Supplies	20,838	477	20,361	102,483	82,798	19,684
Non-Medical Supplies	907	1,531	(624)	8,023	4,617	1,406
Supplies	21,745	2,008	19,737	108,506	87,415	21,090
Lab Fees	0	0	0	0	0	0
General Insurance	804	504	100	5,033	3,034	1,999
Professional Fees	44,847	39,820	5,027	416,396	343,338	73,058
Purchased Services	13,982	13,714	276	60,898	50,047	10,851
Recruitment Fees	3,079	3,532	(453)	11,071	5,352	5,719
Telephone Expense	1,181	429	752	19,327	4,221	15,106
Equipment Expense	6,687	5,642	1,025	63,740	57,563	6,177
Facility Expense	52,942	8,864	44,078	147,745	106,822	41,123
Depreciation and Amortization	1,926	0	1,926	1,926	0	1,926
Management Service Fees	16,635	13,070	3,565	202,647	137,345	65,302
Bad Debt Expense	38,222	39,529	(1,307)	524,365	495,973	28,392
Other Expenses	180,095	125,104	54,991	1,453,748	1,203,495	250,253
Total Operating Expenses	678,784	263,707	415,077	5,166,631	3,761,953	1,404,678
Income (Loss) from Operations	(340,861)	85,767	(426,628)	(403,082)	641,089	(1,044,171)
Interest Income (Expense)	0	0	0	0	0	0
Investment Income (Expense)	0	0	0	0	0	0
Gain (Loss) on Asset Disposal	0	0	0	0	0	0
Gain (Loss) on Practice Disposal	0	0	0	0	0	0
Division Writeoff	0	0	0	0	0	0
Income (Loss) before Income Taxes	(340,861)	85,767	(426,628)	(403,082)	641,089	(1,044,171)
Income Tax Expense	0	0	0	0	0	0
Net Income (Loss)	(340,861)	85,767	(426,628)	(403,082)	641,089	(1,044,171)

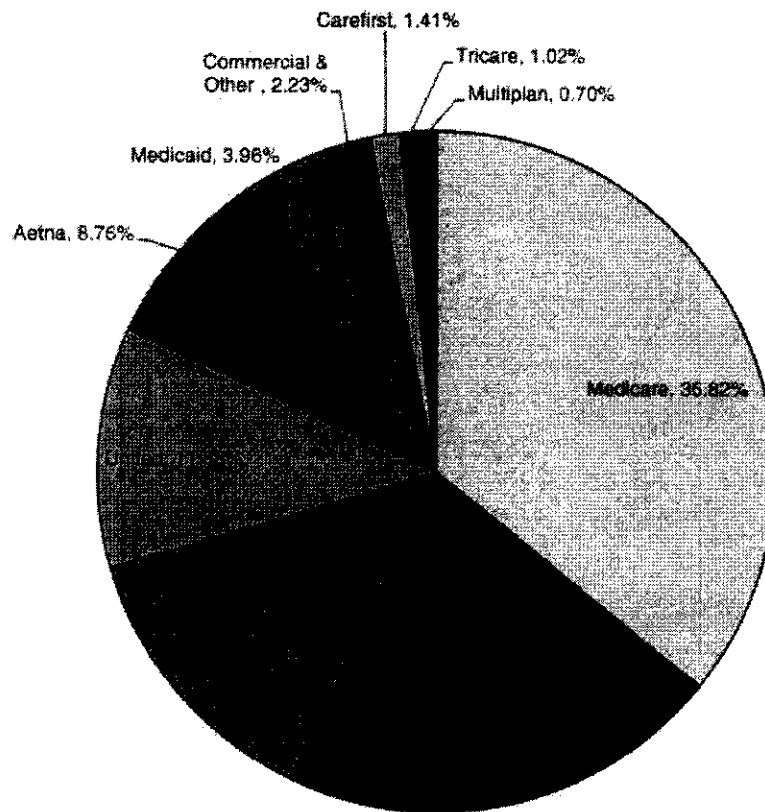
* 2025 deficit resulted from increased Physician salaries in 2025

**Loudoun Medical Group, P.C.
Heart and Vascular Specialists
Income Statement Comparison
December 31, 2023**

	CURRENT MONTH			YEAR TO DATE		
	December	November	Variance	2023	2022	Variance
Revenue						
Fee For Service Charges	\$614,239	\$724,541	(\$110,302)	\$4,588,220	\$0	\$4,588,220
Adjustments	(336,503)	(409,245)	72,742	(2,591,582)	0	(2,591,582)
Capitation	0	0	0	0	0	0
Net Patient Revenue	277,736	315,296	(37,560)	1,996,638	0	1,996,638
Lab Pod Distribution	0	0	0	0	0	0
Ideal Protein Pod Distribution	0	0	0	0	0	0
Cares Act	0	0	0	0	0	0
Other Revenue	0	0	0	0	0	0
Total Revenue	277,736	315,296	(37,560)	1,996,638	0	1,996,638
Operating Expenses						
Physician Salaries	59,208	37,231	21,977	259,671	0	259,671
Physician Benefits	7,910	6,363	1,547	41,195	0	41,195
Physician CME/Dues/ Travel	800	0	800	1,000	0	1,000
Malpractice Insurance	8,449	8,749	(300)	19,464	0	19,464
Physician Expenses	76,367	52,343	24,024	321,330	0	321,330
Staff Salaries and Wages	37,836	37,330	506	267,878	0	267,878
Staff Benefits	5,897	2,381	3,516	37,306	0	37,306
Staff CPE/Dues/Travel	283	4	259	1,012	8	1,004
Staff Expenses	43,996	39,715	4,281	306,196	8	306,188
Contract Labor - Physicians	0	0	0	0	0	0
Lab Pod Distribution	0	0	0	0	0	0
Ideal Protein Pod Distribution	0	0	0	0	0	0
Contract Labor - Non Physicians	3,653	2,826	827	21,499	0	21,499
Contract Labor	3,653	2,826	827	21,499	0	21,499
Medical Supplies	5,581	4,759	822	36,800	0	36,800
Non-Medical Supplies	80	325	(245)	2,870	139	2,731
Supplies	5,661	5,084	577	39,670	139	39,531
Lab Fees	0	0	0	0	0	0
General Insurance	170	173	(3)	1,203	0	1,203
Professional Fees	31,802	25,531	6,271	200,056	0	200,056
Purchased Services	3,529	12,979	(9,450)	25,465	0	25,465
Recruitment Fees	563	317	246	2,067	824	1,243
Telephone Expense	78	0	78	1,670	0	1,670
Equipment Expense	6,023	5,773	250	51,916	3,077	48,839
Facility Expense	7,642	9,609	(1,967)	47,358	0	47,358
Depreciation and Amortization	0	0	0	0	0	0
Management Service Fees	20,854	20,854	0	144,878	0	144,878
Bad Debt Expense	30,712	36,227	(5,515)	229,411	0	229,411
Other Expenses	101,373	111,463	(10,090)	704,024	3,901	700,123
Total Operating Expenses	231,050	211,431	19,619	1,392,719	4,048	1,388,671
Income (Loss) from Operations	46,686	103,865	(57,179)	603,919	(4,048)	607,967
Interest Income (Expense)	0	0	0	0	0	0
Investment Income (Expense)	0	0	0	0	0	0
Gain (Loss) on Asset Disposal	0	0	0	0	0	0
Gain (Loss) on Practice Disposal	0	0	0	0	0	0
Division Writeoff	0	0	0	0	0	0
Income (Loss) before Income Taxes	46,686	103,865	(57,179)	603,919	(4,048)	607,967
Income Tax Expense	0	0	0	0	0	0
Net Income (Loss)	46,686	103,865	(57,179)	603,919	(4,048)	607,967

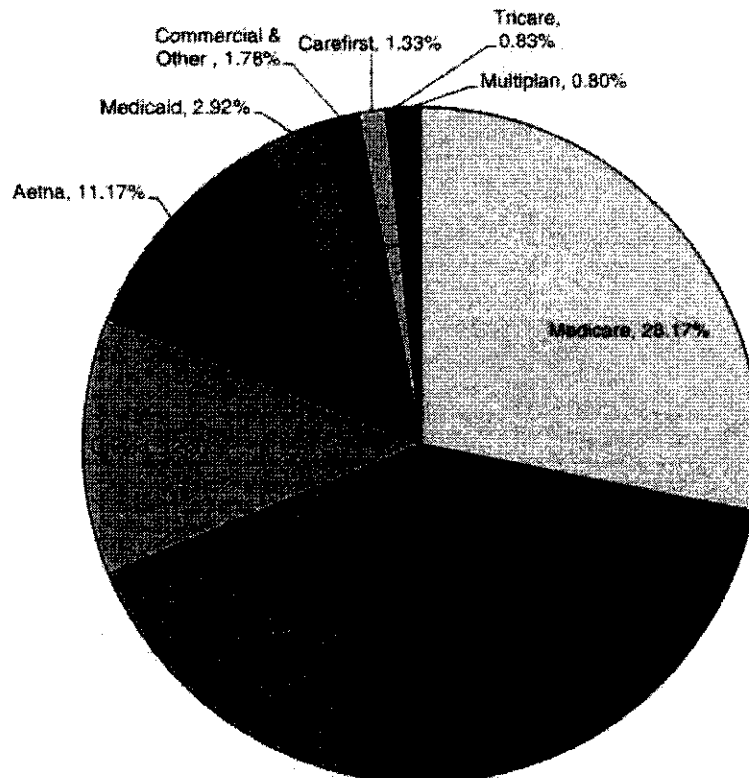
LOUDOUN MEDICAL GROUP, P.C.
Heart Vascular Specialists

December 2025 YTD Payor Mix by Gross Charges



DRAFT

December 2025 YTD Payor Mix by Cash Receipts



SECTION V — FINANCIAL DATA

Attachment V.H.3

Five-Year Pro Forma — HVS Cardiac PET/CT Program

DOCUMENTS INCLUDED IN THIS ATTACHMENT:

HVS PET/CT Pro Forma — Five-Year Financial Projection
Income, Expense, and Capital Budget
Synchronized with CDL Lease Terms, Volume Methodology,
Confirmed Payor Mix, and CPT Code Structure

Heart and Vascular Specialists, P.C. — Cardiac PET/CT Five-Year Pro Forma

Siemens Biograph Horizon 16-slice PET/CT | CDL Equipment Lease signed 3/23/2026 | COPN Request No. VA-8876

	Year 1 (est. 2027)	Year 2 (est. 2028)	Year 3 (est. 2029)	Year 4 (est. 2030)	Year 5 (est. 2031)
VOLUME (Studies per Year)					
SPECT MPI Base Volume (2025)	1,172	1,231	1,292	1,357	1,425
Cohort 1 — SPECT-Derived PET/CT Studies (65% blended conversion)	762	800	840	882	926
Non-SPECT Stress Test Base Volume (2025)	764	802	842	884	929
Cohort 2 — Non-SPECT PET/CT Studies (25% conversion)	191	200	210	221	232
TOTAL ANNUAL PET/CT STUDIES	953	1,000	1,050	1,103	1,158
Monthly Average	79.4	83.3	87.5	91.9	96.5
GROSS REVENUE (CPT 78431 per exam, by payer)					
Medicare	\$978,076	\$1,026,313	\$1,077,629	\$1,132,023	\$1,188,471
Aetna (PPO/HMO)	\$318,799	\$334,521	\$351,247	\$368,977	\$387,375
Anthem / BCBS	\$326,852	\$342,972	\$360,121	\$378,298	\$397,162
Carefirst (PPO/HMO)	\$292,410	\$306,831	\$322,173	\$338,435	\$355,310
Cigna (PPO/HMO)	\$292,410	\$306,831	\$322,173	\$338,435	\$355,310
UHC PPO	\$287,042	\$301,198	\$316,258	\$332,221	\$348,787
Other / Self-Pay	\$199,272	\$209,100	\$219,555	\$230,637	\$242,138
Medicare Advantage	\$78,622	\$82,500	\$86,625	\$90,997	\$95,535
TOTAL GROSS REVENUE	\$2,773,483	\$2,910,266	\$3,055,781	\$3,210,023	\$3,370,068
OPERATING EXPENSES					
CDL Equipment Fee (\$16,000/mo x 12)	\$192,000	\$192,000	\$192,000	\$192,000	\$192,000
Isotope Cost — Rb-82 A9555 (volume x \$798/exam)	\$760,494	\$798,000	\$837,900	\$880,194	\$924,084
CNMT Technologist Salary + Benefits (30% load)	\$97,500	\$101,400	\$105,456	\$109,674	\$114,061
Disposables (\$25/exam)	\$23,825	\$25,000	\$26,250	\$27,575	\$29,000

Stress Agent — Regadenosone (\$12/exam)	\$11,436	\$12,000	\$12,600	\$13,236	\$13,896
Accreditation / Licensure	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Insurance	\$6,500	\$1,800	\$1,800	\$1,800	\$1,800
Practice Overhead Allocation	\$670,500	\$690,500	\$711,500	\$732,500	\$754,500
Electricity — PET/CT Dedicated (\$4,000/mo)	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Charitable Care — Sliding-Scale (2% of gross revenue)	\$55,500	\$58,000	\$61,000	\$64,000	\$67,500
TOTAL OPERATING EXPENSES	\$1,867,755	\$1,928,700	\$1,998,506	\$2,070,979	\$2,146,791

NET OPERATING INCOME (PET/CT Program — Before Income Tax)

Gross Revenue	\$2,773,483	\$2,910,266	\$3,055,781	\$3,210,023	\$3,370,088
Less: Total Operating Expenses	\$1,867,755	\$1,928,700	\$1,998,506	\$2,070,979	\$2,146,791
NET OPERATING INCOME	\$905,728	\$981,566	\$1,057,275	\$1,139,044	\$1,223,297

KEY METRICS

Total Annual Studies	953	1,000	1,050	1,103	1,158
Monthly Average Studies	79.4	83.3	87.5	91.9	96.5
Net Operating Margin	32.7%	33.7%	34.6%	35.5%	36.3%
Average Revenue per Exam	\$2,910	\$2,910	\$2,910	\$2,910	\$2,910
Net Income per Exam	\$950	\$982	\$1,007	\$1,033	\$1,056

COST ALLOCATION METHODOLOGY

Practice overhead is allocated to the PET/CT program using a blended methodology derived from the HVS/LMG 2025 income statement. Space-related costs (facility expense, equipment expense, telephone, and depreciation; total \$232,738) are allocated at 17.3%, representing the ratio of the PET/CT suite footprint (554 SF) to total Suite 405 square footage (3,200 SF); per CDL Concept Plan 5, Rev. A. Non-space shared costs (staff, administration, management fees, supplies, and bad debt; total \$1,712,434) are allocated at the revenue-based rate of the PET/CT program's projected gross revenue as a percentage of total combined practice revenue (\$2.74M / (\$2.74M + \$4.76M)). Physician compensation is excluded from the allocation base as it is not attributable to the PET/CT program. Electricity reflects a dedicated estimate of \$4,000/month for the 480V 3-phase PET/CT camera power draw.

Heart and Vascular Specialists, P.C. — Cardiac PET/CT Five-Year Pro Forma

Siemens Biograph Horizon 16-slice PET/CT | CDL Equipment Lease signed 3/23/2026 | COPN Request No. VA-8876

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