



The RIGHT WAY to sell.
The RIGHT PLACE to buy.

603-427-8131
info@lucideq.com

Confidential General Brokerage Agreement

December 6, 2014

CONFIDENTIAL

1

© 2012 Lucid Equipment LLC. All Rights Reserved.

CONFIDENTIAL UNPUBLISHED PROPERTY OF LUCID EQUIPMENT LLC. USE AND DISTRIBUTION LIMITED SOLELY TO AUTHORIZED PERSONNEL. The use, disclosure, reproduction, modification, transfer, or transmittal of this work for any purpose in any form or by any means without written permission of Lucid Equipment is strictly prohibited.



CONFIDENTIAL GENERAL BROKERAGE AGREEMENT

Attention: Name, Company Name : A Buyer

Name, Company Name : A Seller

This Agreement is made by and between _____, (known as "Seller"), and _____, (known as "Buyer.") Buyer is submitting an offer to Seller in the amount of \$_____ for equipment described in Schedule A of this agreement. The Buyer and Seller recognize Lucid Equipment LLC as their "Agent."

Whereas:

1. **Price:** The "Selling Price" shall be _____ (\$_____) for which the Buyer agrees to buy and the Seller agrees to sell the equipment detailed in Schedule A, subject to the terms and conditions set forth in this Agreement.
2. **Deposit:** "Deposit" shall be 20% of "Selling Price," or _____ (\$_____). Deposit is to be supplied by Buyer no later than two business days from execution of this agreement. The Deposit shall be paid to and held in escrow by the Agent pending resolution of this sale. The balance of the Selling Price shall be paid no later than two business days after inspection and prior to equipment collection.
3. **Inspection:** The Buyer may, solely at the Buyer's expense, inspect the equipment in person or by an agent of his choosing for purposes of verifying the make, model, condition, usage statistics, software, console, functionality, or any other details pertinent to the equipment. The Seller agrees that the Buyer or his agents may examine the equipment in a nondestructive manner after supplying Deposit and making an appointment for these purposes.
4. **Acceptance or Rejection of Equipment:** Buyer shall notify the Agent of either acceptance or rejection of inspected equipment within two business days of physical inspection. This notification shall be in writing. If the equipment is accepted, Buyer shall make payment of remaining balance no later than one business day prior to Removal Date. If rejected, Agent is authorized to return Deposit to Buyer upon receipt of written rejection.
5. **Termination of Agreement:** If the Buyer gives notice of his intention to reject the equipment under the terms of this Agreement, such notice shall constitute termination of the Buyer's obligation to purchase and the Seller's obligation to sell. **HOWEVER, in consideration of hospital operations and therefore patient health, if Seller is, in good**

CONFIDENTIAL

2

© 2012 Lucid Equipment LLC. All Rights Reserved.

CONFIDENTIAL UNPUBLISHED PROPERTY OF LUCID EQUIPMENT LLC. USE AND DISTRIBUTION LIMITED SOLELY TO AUTHORIZED PERSONNEL. The use, disclosure, reproduction, modification, transfer, or transmittal of this work for any purpose in any form or by any means without written permission of Lucid Equipment is strictly prohibited.



faith, unable to find another buyer for equipment prior to delivery of new replacement equipment, Seller shall retain Deposit for the purposes of equipment removal, transport, and staging.

Seller Initials _____

Buyer Initials _____

- 6. Removal: Buyer may select a deinstallation team of his choosing or use a team suggested by Agent. Buyer is solely responsible for removal costs and fees for removal.***

a. Damages:

- i. Buyer is responsible for damages due to negligence on the part of the selected removal team. This does not include necessary destruction and subsequent construction, such as walls being purposefully cut, doors purposefully widened, or roofs purposefully removed for the purposes of equipment extraction.***
- ii. The Seller shall be solely responsible for any repair costs for destruction of premises necessary for the removal of the machine.***

Seller Initials _____

Buyer Initials _____

- b. Date of Removal: Buyer must remove the machine on _____. Buyer understands that the hospital is in the business of maintaining and preserving human health and promoting healing and a failure to remove the machine on this date can result in forced removal and possible loss of deposit and equipment. Whenever possible, Seller will work with Buyer in good faith to allow for reasonable contingencies.***
- c. Equipment Failure or Missing Items on Date of Removal: If Buyer's removal team finds, prior to beginning removal, equipment to be in a state of disrepair not present at time of initial inspection, Buyer can cancel the sale. Buyer also retains rights to remedy in the form of repair or a reasonable price reduction agreed upon by Buyer and Seller. If Buyer and Seller are able to agree to a price reduction, Agent is authorized to return the value of that price reduction to Buyer. Agent retains full commission based on original Selling Price. If Seller is unable to repair the equipment in a timely fashion or if***

CONFIDENTIAL

3



The RIGHT WAY to sell.
The RIGHT PLACE to buy.

603-427-8131
info@lucideq.com

Buyer and Seller are unable to agree to price reduction, Agent shall be authorized to refund Selling Price with no deductions or harm to Buyer. If no agreement can be reached, Seller agrees to pay full commission to Agent that would have been otherwise due.

Seller Initials _____

Buyer Initials _____

7. ***Insurance: Removal team must present valid commercial general liability insurance prior to removal. Commercial General Liability Insurance policy limits shall be not less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.***
8. ***Delivery: If Seller fails to deliver the equipment on _____, Buyer retains the right to cancel this sale. Any such cancellation must be in writing. In the instance Seller fails to deliver this equipment on _____, Seller authorizes Agent to return the complete Deposit upon receipt of written cancellation. Whenever possible, Buyer will work with Seller in good faith to allow for reasonable contingencies.***

Seller Initials _____

Buyer Initials _____

9. ***Shipping: Buyer is solely responsible for any and all shipping costs.***

Buyer Initials _____

10. ***Complete Payment: Buyer shall Complete Payment by furnishing the balance of the Selling Price (Selling Price less Deposit) to Agent and prior to machine collection. Buyer shall Complete Payment twenty-four hours (24 hours) prior to TARGET DATE OF REMOVAL. Agent shall immediately transmit Complete Payment less Agent's Commission to Seller upon receipt.***
11. ***Closing: The "Closing" of the sale shall be deemed completed when Complete Payment less Agent's Commission has been received by Seller from Agent.***

CONFIDENTIAL

4

© 2012 Lucid Equipment LLC. All Rights Reserved.

CONFIDENTIAL UNPUBLISHED PROPERTY OF LUCID EQUIPMENT LLC. USE AND DISTRIBUTION LIMITED SOLELY TO AUTHORIZED PERSONNEL. The use, disclosure, reproduction, modification, transfer, or transmittal of this work for any purpose in any form or by any means without written permission of Lucid Equipment is strictly prohibited.



12. *Possession: Buyer may take possession of equipment only upon completion of Closing.*
13. *Agent Commission: Seller agrees to pay Agent according to commission schedule outlined in Schedule B of this document.*

Seller Initials _____

Agent Initials _____

14. *Approved Costs: Seller shall reimburse Agent for Approved Costs at Closing. All potential costs from repairs, replacement, shipping, consulting, etc. shall be requested in writing and no costs will be developed without Seller approval. Seller is entitled to the actual original invoices for any approved costs and repairs, which are posted to the equipment item page within the Seller's Equipment Dashboard at Lucidequipment.com.*
15. *No Warranties: Buyer expressly agrees that no warranties or representations, expressed or implied, have been or will be made directly or indirectly by the Agent or Seller concerning the condition or use of the equipment. Buyer further expressly agrees that it has not relied upon any oral representation by the Agent or Seller as to the condition or capability of the equipment or associated inventory. Buyer also recognizes and acknowledges that equipment and its inventory may have both apparent and or/hidden defects and Buyer accepts responsibility for determining the condition of the equipment, its inventory, and the existence of any defects. This is an as-is-where-is sale.*

Seller Initials _____

Buyer Initials _____

16. *Seller's Representations: The Seller warrants and/or agrees as follows:*
- a. *Seller has full power and legal authority to execute and perform this Agreement, that it has good and marketable title to the equipment, and that, if necessary, he will obtain permission, prior to closing, from any authority to sell the equipment;*
 - b. *the equipment will be sold free and clear of any mortgages, liens, bills, encumbrances, or claims whatsoever. If any such obligations remain outstanding at the closing, the Seller authorizes the Agent to deduct the funds necessary to satisfy such obligations from the proceeds from the sale.*

CONFIDENTIAL

5

© 2012 Lucid Equipment LLC. All Rights Reserved.

CONFIDENTIAL UNPUBLISHED PROPERTY OF LUCID EQUIPMENT LLC. USE AND DISTRIBUTION LIMITED SOLELY TO AUTHORIZED PERSONNEL. The use, disclosure, reproduction, modification, transfer, or transmittal of this work for any purpose in any form or by any means without written permission of Lucid Equipment is strictly prohibited.



17. Buyer's Representations: The BUYER warrants and/or agrees as follows:

- a. Buyer has full power and legal authority to execute and perform this Agreement and to obtain, prior to closing, if required, the permission of any authority to buy the equipment;**
- b. to deliver the following at closing:**
 - i. funds payable to Agent in an amount equal to the Selling Price as set forth in Paragraph 1;**
 - ii. any and all documents, including authorization, required to complete the purchase;**
- c. to pay any and all applicable taxes such as but not limited to sales tax imposed as a result of this sale to indemnify the Seller and Agent against any obligation to pay such taxes and to furnish proof of such payments upon request of Agent.**

18. Arbitration of Disputes: Any dispute, controversy or claim relating to the Agreement, including but not limited to the interpretation thereof, or its breach or existence, which cannot be resolved amicably by the BUYER and SELLER shall be referred to arbitration, which shall be the sole and exclusive forum for resolution and settlement of any dispute, controversy or claim between the parties. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association then in force and shall be held in the city and state of the Seller, unless the Buyer and Seller mutually agree upon an alternative location. Any award of the arbitral authority shall be final and binding upon the Buyer and Seller with respect to all disputes, claims or controversies therein and the Buyer and Seller shall comply without delay. The arbitral authority shall, in its award, fix and award the costs and reasonable attorney's fees to the prevailing party of the arbitration. The award of the arbitral authority may be enforced by any court having jurisdiction over the party against which the award has been rendered or where assets of the party against which the award has been rendered can be located. The Buyer and Seller further understand and agree that arbitration shall be the sole and exclusive forum for resolving any dispute controversy or claim relating to this Agreement and that neither party shall resort to any court except to compel arbitration, refer questions of law or to confirm, vacate or modify any such award.

19. Hold Harmless: Agent will be held harmless by all parties in all disputes such as but not limited to Buyer failing to perform, Seller failing to make equipment available, Equipment failing inspection, etc., and any consequences thereof.

20. Agency: The Seller and Buyer also acknowledge and agree that in Agent represents the interest of both Seller and Buyer and that such representation shall not render this Agreement voidable.

21. Legal Fees: Should Seller, Buyer or Agent, become party to any litigation or Arbitration involving this Agreement and found not to be at fault, it is agreed that the Seller, Buyer, or Agent shall be reimbursed for costs and attorney's fees by the party(s) found to be at fault.

CONFIDENTIAL

6



The RIGHT WAY to sell.
The RIGHT PLACE to buy.

603-427-8131
info@lucideq.com

22. Miscellaneous Provisions: This Agreement shall:

- a. be construed and interpreted in accordance with, and the arbitral authority shall apply, the substantive and procedural law of the State of the Seller's principal office;*
- b. constitute the entire Agreement between the Buyer and Seller and supersedes all prior discussions, agreements, and understandings of any nature between them, and may not be changed or added to except by agreement in writing and signed by all parties to be bound;*
- c. be binding upon and shall inure to the benefit of and be enforceable by the successors in interest of the Buyer and Seller, including but not limited to heirs, executors, administrators or assigns;*
- d. survive the closing of the transaction and shall not be merged in or otherwise be affected by the execution, tender, delivery, or acceptance of the Bill of Sale or any other documents related to this transaction executed or delivered at or subsequent to the closing.*

CONFIDENTIAL

7

© 2012 Lucid Equipment LLC. All Rights Reserved.

CONFIDENTIAL UNPUBLISHED PROPERTY OF LUCID EQUIPMENT LLC. USE AND DISTRIBUTION LIMITED SOLELY TO AUTHORIZED PERSONNEL. The use, disclosure, reproduction, modification, transfer, or transmittal of this work for any purpose in any form or by any means without written permission of Lucid Equipment is strictly prohibited.



Terms: *The sale of Equipment is subject to the General Terms and Conditions attached hereto and incorporated herein by reference. This equipment is being sold in "as is/where is" condition without any warranties expressed or implied by the seller.*

Seller:	Buyer:	Agent: Lucid Equipment LLC
 Signature	 Signature	 Signature
 Position	 Position	President Position
Name: Company Name: Address: Phone:	Name: Company Name: Address: Phone:	Andy Parker Lucid Equipment LLC 210 West Rd, Unit 7C Portsmouth, NH 03801 Phone: 603-427-8131 Fax: 603-610-8801
 Date	 Date	 Date

CONFIDENTIAL UNPUBLISHED PROPERTY OF LUCID EQUIPMENT LLC. USE AND DISTRIBUTION LIMITED SOLELY TO AUTHORIZED PERSONNEL. The use, disclosure, reproduction, modification, transfer, or transmittal of this work for any purpose in any form or by any means without written permission of Lucid Equipment is strictly prohibited.



The RIGHT WAY to sell.
The RIGHT PLACE to buy.

603-427-8131
info@lucideq.com

SCHEDULE "A"

Equipment Details

Make: EXAMPLE

Model: Lightspeed 16

Serial Number: 342234

Year of Manufacture: 2006

Tube Model: Hercules

Date of Last Tube Replacement: 9/26/13

Approximate Scan Seconds on Tube: 10,020,989 mAs

Approximate Scan Seconds on Gantry: 201,123,543 mAs

Cooling Method: Air

Software Detail: (ICS/IES: VB40B) (IRS: 6.0.2 'IRS_VB40_V2.0_32_2009JUL31_1417') (Bolus Injector: None) (SW Update Packs: ServPack1, FP49, FuncPack51, FuncPack8) (Applications: FP52) (Windows: 5.1 (Build 2600: Service Pack 2))

Software Options: Get Worklist, Cardial_Speed_037, CAP3D_Filter_SSD, MPPS Support, CAP3D_Filter_MIP, CAP3D_Main, CAP3D_VOIMode, Speed_033, Cardio Pron, Cardio Retro, Bolus Track, CA Score, Care Dose, Singo General License, High Speed, Power Tube.

SCHEDULE "B"

CONFIDENTIAL

9

© 2012 Lucid Equipment LLC. All Rights Reserved.

CONFIDENTIAL UNPUBLISHED PROPERTY OF LUCID EQUIPMENT LLC. USE AND DISTRIBUTION LIMITED SOLELY TO AUTHORIZED PERSONNEL. The use, disclosure, reproduction, modification, transfer, or transmittal of this work for any purpose in any form or by any means without written permission of Lucid Equipment is strictly prohibited.



The RIGHT WAY to sell.
The RIGHT PLACE to buy.

603-427-8131
info@lucideq.com

General Commission Schedule

<u>Sale Price</u>	<u>Commission</u>
0 - \$999.99	50%
1k – 4,999.99	40%
5k – 9,999.99	35%
10k – 49,999.99	30%
50k – 99,999.99	25%
100k – 199,999.99	20%
200k – 299,999.99	15%
300k – 399,999.99	12%
400k - ∞	10%

Seller Initials: _____

CONFIDENTIAL

10

© 2012 Lucid Equipment LLC. All Rights Reserved.

CONFIDENTIAL UNPUBLISHED PROPERTY OF LUCID EQUIPMENT LLC. USE AND DISTRIBUTION LIMITED SOLELY TO AUTHORIZED PERSONNEL. The use, disclosure, reproduction, modification, transfer, or transmittal of this work for any purpose in any form or by any means without written permission of Lucid Equipment is strictly prohibited.