

PREMISES OWNER'S AGREEMENT - CINE CT

THIS AGREEMENT ("Agreement") is made and entered into as of the 28th day of April, 1986, by the undersigned (the "Premises Owner") in favor of CITICORP INDUSTRIAL CREDIT, INC. (the "Beneficiary");

W I T N E S S E T H:

WHEREAS, Premises Owner is the owner of improved real property located at 11800 Southwest Highway, Palos Heights, Cook County, Illinois, being more particularly described as Lots 3, 4 and 5 in Einoders Southwest Highway Subdivision, being a subdivision of that part of the West 1/2 of the Southwest 1/4 of Section 24, Township 37 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois (the "Premises"); and
23-24-300-055, (3), -046, (4), (5), -087 D

WHEREAS, it is the understanding and belief of Beneficiary that High Technology, Inc., an Illinois corporation (the "Lessee") is a lessee or sub-lessee of the Premises and has placed on the Premises or from time to time hereafter may place on the Premises certain equipment, including, but not limited to, the equipment described on Exhibit "A" attached hereto and by reference made part hereof (all of such equipment, including, but not limited to, the equipment specified in Exhibit "A" hereto, is hereinafter called the "Equipment"); and

WHEREAS, Beneficiary has been granted a security interest in certain of such Equipment by Lessee; and

WHEREAS, Lessee has requested that Premises Owner execute this Agreement in favor of Beneficiary, and Premises Owner has agreed to do so with the understanding that Beneficiary will rely hereon in undertaking certain transactions with Lessee;

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Premises Owner agrees as follows:

1. The right, title and interest, legal and equitable, of Beneficiary in and to the Equipment shall be superior to any right, claim or interest which the Premises Owner now or hereafter may have therein, and Premises Owner will not assert against any of the Equipment any right, claim or interest, including, without limitation, rights of levy or distraint for

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rent, all of which it hereby postpones in favor of Beneficiary for the term of this Agreement.

2. The Equipment shall remain personal property notwithstanding the manner of its installation in the Premises.

3. Beneficiary may enter onto the Premises in order to remove any Equipment therefrom, so long as Beneficiary repairs any damage to the Premises caused by such removal.

4. This Agreement shall remain in full force and effect so long as Lessee is a lessee or sub-lessee of the Premises or has any Equipment thereon unless and until the Premises Owner receives written notice from Beneficiary that its security interest in the Equipment has been terminated.

5. The provisions of this Agreement may not be modified or terminated orally, and shall be binding upon the successors, assigns and personal representatives of Premises Owner, and upon any successor owner or transferee of the Premises, and shall inure to the benefit of the successors and assigns of Beneficiary.

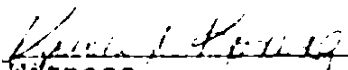
IN WITNESS WHEREOF, Premises Owner has set its hand as of the date first above written.

"PREMISES OWNER"

HTA, LTD.


Witness

By: 
Authorized Representative


Witness

OFFICIAL ACKNOWLEDGMENT

State of Illinois

County of Cook

I hereby certify that Dr. Martin Bruetman, personally known to me to be the General Partner of HTA, LTD., and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that he signed and delivered the afore-said instrument as such representative of HTA, LTD. pursuant to authority vested in him by HTA, LTD. as his free and voluntary act, and as the free and voluntary act and deed of HTA, LTD., for the uses and purposes set forth therein.

Given under my hand and seal as of the 22nd day of April, 1986.

[Signature]
Notary Public

My Commission Expires:

My Commission Expires Nov. 19, 1988

[NOTARY SEAL]

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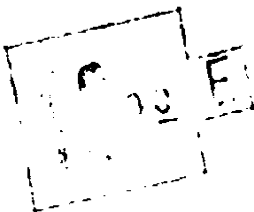
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EXHIBIT A

One (1) System C-100 Cine-CT Scanner System, Serial Number 008, manufactured and/or sold by Imatron, Inc., and including, without limitation, a Kennedy Disc Drive, Serial Number 408-17459, an Array Processor, Serial Number 8514-2390, an RT Ramtek, Serial Number 1819025, an MD Ramtek, Serial Number 1839035, a DAS Serial Number 5N003 and a Matrix Camera, Serial Number A100-01-4T5044, together with an Operator's Console, Physician's Console, Patient Couch Pad, Headholder, Patient Alignment System, Stress Testing Package, Videocassette Recording and Viewing Assembly, Independent Display Console, and all hardware and software used or useful in the operation thereof, all manuals and diagrams relative thereto, all purchase, warranty and service contracts relative thereto, and all attachments, accessories, additions, replacements and substitutions therefor or thereto, all whether now owned or hereafter existing, together with all proceeds and products thereof, including but not limited to rental, lease or use payments and insurance proceeds.

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RETURN TO:

Judy J. Roland
Hansell & Post
56 Perimeter Center East, N.E.
Atlanta, Georgia 30346