

Lona E. Thelen

From: Tyler Rognlie <trognlie@propertyvaluationservices.net>
Sent: Thursday, February 10, 2022 9:37 AM
To: Lona E. Thelen
Subject: Smart Choice MRI sold to CDI Appleton, LLC
Attachments: Project Einstein - Asset Purchase Agreement (Execution Version).pdf

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Good Morning Ms. Thelen,

My client, Center for Diagnostic Imaging, had sent me a message, regarding the communication you had with Aaron Korf, in their tax department, regarding the sale of Smart Choice MRI's assets, to their entity, CDI Appleton, effective November 3rd, 2020.

This was an asset purchase, and not an actual purchase of the business. All assets were reported under the CDI Appleton, LLC entity (account # 31-9-99-0095-40) for the 2021 tax year, and will be for 2022, as well. Since Smart Choice MRI had no assets as of January 1st, 2021, and forward, any active accounts under that name should be inactivated.

Please let me know if you have any questions.

Thanks!



Tyler Rognlie

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “*Agreement*”), dated November 3, 2020, is made and entered into by and among Milwaukee Center for Diagnostic Imaging, LLC, a Wisconsin limited liability company (“*CDI Milwaukee*”); CDI Appleton, LLC, a Wisconsin limited liability company (“*CDI Appleton*”); Center for Diagnostic Imaging, Inc., a Minnesota corporation (“*CDII*”) (each, a “*Buyer*” and collectively the “*Buyers*”); Smart Choice MRI, LLC, a Wisconsin limited liability company (“*Seller*”), and each of the other parties listed on the signature pages hereto (each an “*Owner*” and collectively the “*Owners*” and, together with Seller, the “*Seller Parties*”). Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in Exhibit A.

RECITALS

A. Seller is engaged in the business (the “*Business*”) of providing magnetic resonance imaging services and operating each of the diagnostic imaging centers listed on Schedule A-1 (collectively the “*Milwaukee Centers*”), Schedule A-2 (collectively the “*Appleton Centers*”) and Schedule A-3 (collectively the “*Other Centers*”).

B. Concurrently with the execution and delivery of this Agreement, and as a condition and material inducement to Buyers’ willingness to enter into this Agreement, each Restricted Party has executed and delivered to Buyers a restrictive covenants agreement with CDII (the “*Restrictive Covenants Agreements*”), to be effective as of the Closing.

C. The Seller Parties desire that Seller sell to Buyers, and Buyers desire to purchase from Seller, substantially all of the assets and properties used in operating the Business, all on the terms and subject to the conditions set forth herein.

AGREEMENT

The parties hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets.

(a) Purchased Assets. On the terms and subject to the conditions of this Agreement, at the Closing, Buyers shall purchase from Seller, and Seller shall transfer and deliver to Buyers, all right, title, and interest in and to all of Seller’s assets of every description used in or related to the operation of the Business, whether real, personal or mixed, tangible or intangible, including: (i) all tangible personal property (including machinery, equipment, inventories of materials and supplies (including any medical supplies), manufactured and purchased parts, furniture, and tools); (ii) all Intellectual Property, goodwill associated therewith, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the Laws of all jurisdictions; (iii) the Contracts of or benefiting Seller listed on Schedule 1.1(a) (and only such Contracts) (the “*Assumed Contracts*”) and all rights and benefits under or arising out of the Assumed Contracts; (iv) all claims, deposits, refunds, causes of action, choses in action and rights of recovery, set off and recoupment, as well as any all common law or implied warranties of any manufacturer or vendor; (v) to the extent transferable, each of the Permits

	Location	Address	City	State	Lease
					Amendment to Lease, dated as of August 19, 2016, and that Second Amendment to Lease, dated April 1, 2020 (the " Woodbury Lease ")
9	Appleton	3525 Calumet Street	Appleton	WI	Lease Agreement by and between the Company and Calumet Center, LLC, dated as of April 29, 2015 (the " Appleton Lease ")
10	De Pere / Green Bay	1716 Laurence Drive	De Pere	WI	Lease by and between IA Real Estate, LLC (as Sublandlord) and Lost Dauphin Properties, LLC (as Prime Landlord), dated as of September 6, 2016, as subleased to the Company pursuant to that certain Sublease Agreement by and between IA Real Estate, LLC (as Sublandlord) and the Company (as Subtenant), dated as of December 19, 2018 (together, the " De Pere Lease ") ¹
11	Kenosha	7224 118th Ave	Kenosha	WI	Commercial Lease by and between the Company and Windsor Pointe Investors, LLC, dated as of January 30, 2015 (the " Kenosha Lease ")
12	La Crosse	1580 Heritage Blvd	La Crosse (West Salem)	WI	Lease by and between the Company and Sensible Health, LLC, dated as of December 3, 2018 (the " La Crosse Lease ")
13	Mequon (Office)	10532 N. Port Washington Road, Ste 1B	Mequon	WI	Lease by and between the Company and Concord 30, LLC, dated as of August 26, 2014, as amended by that certain First Amendment, dated as of September 15, 2014, and that certain Second Amendment, dated as of August 3, 2015 (the " Mequon Office Lease ")
14	Richfield	3010 Helsan Drive	Richfield	WI	Lease by and between the Company and Helsan Development Co. LLC, dated as of September 24, 2013 (the " Richfield Lease ")

¹ Company was unable to locate a copy of the Lease by and between IA Real Estate, LLC (as Sublandlord) and Lost Dauphin Properties, LLC (as Prime Landlord), dated as of September 6, 2016.

Parcel #: **PAY 1ST INSTALLMENT - \$ 545.96**
 31999013230
 SMART CH OR
PAY FULL PAYMENT - \$ 545.96
 Bill #: 639472
 BY Jan 31, 2022

SEND THIS STUB AND MAKE CHECK PAYABLE TO:
 CITY OF APPLETON
 FINANCE DEPARTMENT
 PO BOX 2519
 APPLETON, WI 54912



If receipt is needed send a self addressed stamped envelope

Parcel #: **PAY 2ND INSTALLMENT - \$ 0.00**
 31999013230
 SMART CH
DUE BY March 31, 2022
 Bill #: 639472
 REMEMBER TO PAY TIMELY
 TO AVOID INTEREST PENALTY

SEND THIS STUB AND MAKE CHECK PAYABLE TO:
 CITY OF APPLETON
 FINANCE DEPARTMENT
 PO BOX 2519
 APPLETON, WI 54912



If receipt is needed send a self addressed stamped envelope

FOR INFORMATION PURPOSES ONLY - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
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SMART CHOICE MRI LLC

STATE OF WISCONSIN - CALUMET COUNTY
 PERSONAL PROPERTY TAX BILL FOR 2021

Bill No. 639472

Parcel No. 31999013230

Property Address: 3525 E CALUMET ST, Unit #1500

Assessed Value Land	Assd. Value Improve	Tot. Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Total Est. Fair Mkt.	A star in this box means unpaid prior years taxes							
0	26,400	26,400	0.8602027150	0	30,700	30,700								
TAXING JURISDICTION	2020 Est. State Aids Allocated Tax Dist.	2021 Est. State Aids Allocated Tax Dist.	2020 Net Tax	2021 Net Tax	% Tax Change	NET PROPERTY TAX \$ 545.96								
COUNTY	355,171	410,542	123.45	125.02	1.3%	<table border="1"> <tr> <td>Total Due</td> <td colspan="2">FOR FULL PAYMENT BY</td> </tr> <tr> <td>Jan 31, 2022</td> <td>\$</td> <td>545.96</td> </tr> </table>			Total Due	FOR FULL PAYMENT BY		Jan 31, 2022	\$	545.96
Total Due	FOR FULL PAYMENT BY													
Jan 31, 2022	\$	545.96												
LOCAL	1,757,289	1,894,357	224.30	240.66	7.3%									
KIMBERLY SCH	495,649	1,313,170	171.78	152.63	-11.1%									
FOX VALLEY TECH	732,432	824,562	26.99	27.65	2.4%									
DARBOY JT SAN	0	0	0.00	0.00	0.0%									
TOTAL	3,340,541	4,442,631	546.52	545.96	-0.1%									
FIRST DOLLAR CREDIT			0.00	0.00	0.0%									
LOTTERY AND GAMING CREDIT			0.00	0.00	0.0%									
NET PROPERTY TAX			546.52	545.96	-0.1%									
School taxes reduced by school levy tax credit \$ 32.88		Important: This description is for property tax bill only and may not be a full legal description			Net Assessed Value Rate (Does NOT reflect Credits) 0.02068027		Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest (see reverse).							

PRESORTED
 FIRST CLASS MAIL
 U.S. POSTAGE PAID
 UMS

FROM CITY OF APPLETON
 FINANCE DEPARTMENT
 PO BOX 2519
 APPLETON, WI 54912

ADDRESS SERVICE REQUESTED
 IMPORTANT REMINDER
 FIRST INSTALLMENT OR PAYMENT IN FULL

MUST BE MADE BY - Jan 31, 2022

Tax Statement

31999013230
 SMART CHOICE MRI LLC
 737 N MICHIGAN AVE #2200
 CHICAGO IL 60611