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**UMDNJ**  
UNIVERSITY OF MEDICINE &  
DENTISTRY OF NEW JERSEY

For Legal Review

**CONTRACT APPROVAL FORM**

RECEIVED

Date: June 29, 2009

UMDNJ  
Office of Legal Management

Vendor Name: CSI Leasing, Inc.

Requisition#: R0182016

Contract#: C10-026

Bid/Waiver#: N/A

Buyer: Bobby Fitts (BJF)

Comments: Sales Agreement for Early Termination of Existing Lease(C08-266)  
for Visual Sonics Veno 770 – High Resolution in Vivo

Cost: \$232,250.00  
Start Date: 4/1/2009  
End Date: 7/1/2009

12/31/2012

*OK for Fitts to sign  
initial in location*

*WBF 7/2/09*



**SALES AGREEMENT NO. 249355, dated April 7, 2009**

This Agreement is between **CSI LEASING, INC.** (the "Seller") and **UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY** which has its principal place of business at **335 George Street, 2nd Floor; New Brunswick, New Jersey 08903** (the "Buyer").

1. **SALE:** Buyer agrees to buy and Seller, by its written acceptance, agrees to sell the Equipment listed on the attached Exhibit "A" (the "Equipment") on the terms and conditions contained in this Agreement.

2. **EARLY TERMINATION OF EXISTING EQUIPMENT SCHEDULE:** The Equipment is installed at Buyer's location under Equipment Schedule No. One to Master Lease Agreement No. 237730 between the parties (the "Lease"). The Lease is due to expire December 31, 2012. In consideration of Buyer entering into this Agreement, Seller agrees to terminate Buyer's rental obligations under the Lease including, but not limited to, its obligation to timely make all Monthly Rental payments and to pay any and all other charges arising under the Lease, and provided Buyer pays the Sales Price of the Equipment by its due date. Pursuant to the Lease, Buyer remains liable for any personal property tax liability, with respect to the Equipment, which accrued during the Lease term. The Equipment is sold on an "AS IS, WHERE IS" basis, without any warranties of any kind, express or implied.

3. **SALES PRICE:** The Sales price of the Equipment is \$232,<sup>250</sup>~~500~~.00, plus all applicable taxes, which Buyer shall pay by July 1, 2009 by wire transfer to the following bank and account:

First Bank  
ABA #081009428  
For Further Credit to: CSI Leasing, Inc.  
Account #9821914677  
University Of Medicine and Dentistry Of New Jersey  
Sales Agreement No. 249355

Buyer shall pay on demand a late charge on all amounts due under this Agreement which remain unpaid after they are due. The late charge rate is the lower of (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.

4. **SELLER RETAINS TITLE:** Seller retains full title to the Equipment until the later of the termination date of the Lease or the date Seller receives full payment of the Sales Price.

5. **DELIVERY:** The Equipment is already installed and accepted by Buyer pursuant to the Lease.

6. **WARRANTIES:** Seller warrants that (i) on full payment of the Sales price, Seller will pass to Buyer title to the Equipment free and clear of all liens, claims, and encumbrances of any kind except those caused or incurred by Buyer, if any; and (ii) Seller has the full right, power and authority to sell the Equipment. OTHER THAN THE FOREGOING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED WITH RESPECT TO THE CONDITION, DESIGN OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. SELLER HAS NO LIABILITY TO BUYER FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH (i) ANY DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO BUYER, (ii) ANY DEFECT IN THE EQUIPMENT, (iii) THE USE OR PERFORMANCE OF THE EQUIPMENT, OR (iv) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT, OR (v) ANY LOSS OF BUSINESS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, PATENT INFRINGEMENT ACTIONS.

University Of Medicine And Dentistry Of New Jersey  
April 7, 2009

249355-SOL(blb)  
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**CSI LEASING, INC.**  
9990 Old Olive Street Road, Suite 101  
Saint Louis, Missouri 63141  
Tel: 1-800-955-0960  
or 314-997-7010  
Fax: 314-997-7844  
[www.csileasing.com](http://www.csileasing.com)



**EXHIBIT "A"**  
**UNIVERSITY OF MEDICINE AND DENISTRY OF NEW JERSEY**  
**SALES AGREEMENT NO. 249355**

\$232,500.00

<b>VENDOR</b>	<b>TYPE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>FEATURE</b>	<b>UNIT PRICE</b>
MISC	17"	MONITOR	238054A		Included
VISUAL	PULSED	WAVE DOPPLER	238054B		\$9,728.05
VISUAL	ADVANCED	CARDIOVASCUL	238054C		\$15,078.45
VISUAL	RMV 704	SCANHEAD	704237		\$12,646.44
VISUAL	RMV707B	SCANHEAD	707B251		\$12,646.44
VISUAL	RMV 716	SCANHEAD	716076		\$12,646.44
VISUAL	VEVO 770	IMAGING SYS	770120313		\$145,920.50
				100MB ETHRNT	
				120GB HD	
				DVD READ/WRT	
				FOOT PEDAL	
				RMV CONNECTR	
				RMV CONNECTR	
				ROLLING CART	
VISUAL	VEVO INTGR	RAIL SYS III	SR0326		\$23,833.68
				POWER SUPPLY	
				RAT PLATFORM	

EQUIPMENT LOCATION: 191 S. ORANGE AVENUE; NEWARK, NJ 07103



# CSI LEASING, INC.

P.O. Box 775485  
Saint Louis, Missouri 63177-5485  
314.997.7010

TO:

UNIV OF MED AND DENTISTRY NJ  
335 GEORGE STREET  
2ND FLOOR  
NEW BRUNSWICK, NJ 08903  
ATTN: BOBBY FITTS

INVOICE: 819083  
DUE DATE: 07/01/09  
DATE: 04/15/09  
SALESMAN: PO442695

## DESCRIPTION

## AMOUNT

CONTRACT # 249355

SALE:

250  
~~232,500.00~~  
250

SALES TAX:

NEWARK, NJ - 7.000 %

Exempt

~~16,275.00~~  
250

See Attached  
Tax Status letter

REMARKS:

SALE

SEE ATTACHED EXHIBIT "A"

\*\*\*\*\*WIRE TRANSFER\*\*\*\*\*

FIRST BANK ABA #081009428  
FUTURE CREDIT: CSI LEASING  
ACCOUNT #9821914677  
UNIV OF MED AND DENTISTRY OF NJ  
SALES AGREEMENT NO 249355

PLEASE  
REMIT TO

TOTAL →  
AMOUNT DUE

~~248,775.00~~

250,250.00

TERMS AS PER CONTRACT