

*Must be filed within 120 days after Plan is adopted

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

DATE: June 7, 2012

TO: Top Hat Plan Exemption
U.S. Department of Labor
Employee Benefits Security Administration
200 Constitution Avenue, NW, Room N-1513
Washington, D.C. 20210

FROM: Employer: Associated Imaging Services, Inc.

Employer Identification Number: 48-1089145

Address: 3737 Ridgewood
Wichita, KS 67220

This document constitutes the statement required by 29 C.F.R. Section 2520.104-23 to be filed with the Secretary of Labor in respect to a non-qualified deferred compensation plan maintained by the above employer.

The employer currently maintains one (1) Supplemental Executive Retirement Plan effective June 7, 2012 for executives who are members of a select group of management for the purpose of providing non-qualified, unfunded deferred compensation benefits pursuant to Section 409A of the Code. Two (2) employees participate in the "Associated Imaging Services, Inc. Supplemental Executive Retirement Plan." The employer will provide a copy of the applicable agreement to the Secretary of Labor upon request.

ASSOCIATED IMAGING SERVICES, INC.

By: Mark E. Spangler
Mark E. Spangler, President and
authorized plan representative

EBSA/PUBLIC NOTICE
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**ASSOCIATED IMAGING SERVICES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN AGREEMENT**

This Agreement is made this 7th day of June, 2012 by and between Associated Imaging Services, Inc., a Kansas corporation, hereinafter referred to as "Corporation", and Mike Shepherd, an employee of Corporation, hereinafter referred to as "Executive."

WHEREAS, Executive is employed by Corporation and has been for several years, during which time Executive has performed valuable services for Corporation; and

WHEREAS, Executive currently serves as Ultrasound Service Manager for Corporation, and Corporation wishes to benefit from his continued loyalty and service in years to come, to the continued profit of Corporation and to provide for a transition of ownership of the Corporation as detailed herein;

WHEREAS, this Agreement is intended to create an Internal Revenue Code ("IRC") Section 409A non-qualified, unfunded and unsecured supplemental executive retirement plan which will apply to a select group of key employees. Upon the parties' execution of this Agreement, the Corporation shall invest funds as a reserve to meet the Corporation's obligations as set forth herein; however, said funds shall remain a general asset of the Corporation, within reach of the Corporation's creditors, in order to obtain the desired tax results.

At the Corporation's complete discretion, additional assets may be reserved to provide the Executive additional benefits in the future. The deposits on behalf of the Executive by the Corporation are discretionary and may be credited in lump sum or partial amounts at any time selected by the Corporation. The Executive shall receive statements, on no less than an annual basis, reflecting the investment gain and loss regarding the reserve account as described herein, which may contain an investment in life insurance insuring the Executive's life. No contributions from the Executive shall be required pursuant to this Agreement. All costs incurred to implement the terms of this Agreement, including administration, shall be borne exclusively by the Corporation. However, notwithstanding anything herein to the contrary, Executive shall bear all federal, state and local (or other) income taxes upon receipt of his benefits (through direct payment or payment to an escrow account as discussed below) as detailed herein.

NOW, THEREFORE, in order to reward and encourage such continued loyal and valuable service, and to plan for a transition of ownership of the Corporation, the parties agree as follows:

ARTICLE I

The Corporation shall cause an asset reserve account to be established for the Executive for bookkeeping purposes only as to the liability owed to the Executive under this Agreement. Said account shall initially contain a deposit of approximately \$10,000.00. Such account for the Executive shall not be segregated except by way of identification on the books and records of the Corporation and shall receive all of the Corporation's contributions called for in this Agreement, and record all the gains, income, losses, and withdrawals and payments, expenses, costs, charges,

and recoveries, etc. as in the sole determination of the Corporation are applicable to the Executive's account. The details of the selection, investment and maintenance of the notional assets to be placed into each individual account on behalf of Executive shall be at the sole and exclusive discretion of the Corporation and may include but is not limited to, by way of example, life insurance. If life insurance is utilized, under no circumstance shall this Agreement be funded with the death proceeds of said policy, only the accumulated cash value of same, up to \$70,000.00, plus earnings and losses, if any, on said amount.

The Corporation shall elect the manner in which the assets in the notional asset reserve account of the Executive are invested between assets and within an asset to the extent the asset may have subaccounts. The Corporation reserves the right, in its sole and exclusive discretion, to make new allocations, reallocations, transfer and rebalances to the Executive's account. Executive shall not have a security interest of any kind in the reserve account and only maintains the rights of a general creditor of the Corporation.

ARTICLE II

A. Distribution During Executive's Lifetime. Subject to the restrictions which follow, if Executive continues his active employment with the Corporation as a full-time employee until February 1, 2019, then within thirty (30) days following said date, he shall receive, in lump sum fashion, all benefits which have accrued on behalf of the Executive through the investment of the initial \$10,000.00, plus any other additions which are made in the future, as described above, with a maximum benefit of \$70,000.00, plus any related investment earnings/losses. In addition to the longevity requirement above, it is agreed that prior to February 1, 2019, the parties will negotiate in good faith regarding the drafting and execution of a stock purchase agreement whereby Executive agrees to purchase a portion of the Corporation's issued and outstanding stock to be agreed upon at a later date. If an agreement regarding the stock purchase cannot be reached, or if prior to February 1, 2019 Executive informs the Corporation that he does not wish to purchase the Corporation stock, the Executive shall have no right to the proceeds described pursuant to this Agreement.

Assuming the Executive enters into the stock purchase agreement contemplated above, said \$70,000.00, shall be paid into an escrow account established by the Corporation and shall ultimately be used in its entirety to fund the stock purchase. If no agreement can be reached, all proceeds which would have been payable on behalf of Executive will be retained by the Corporation.

B. Death During Employment. If Executive is a full-time employee of Corporation and dies before February 1, 2019 or before a binding stock purchase agreement is executed and closed as described above, Corporation shall pay to the Executive's beneficiary, in the month following the month of Executive's death, all benefits which have accrued on behalf of the Executive through the investment of the initial \$10,000.00, plus any other additions which are made in the future, as described herein. No benefit shall be paid to the Executive's beneficiary if it is determined that the Executive's death was due to suicide. Notwithstanding anything herein to the contrary, the Executive or any of his beneficiaries, heirs or successors shall not be entitled to

any death benefits of any life insurance which are owned by the Corporation and which become payable due the Executive's death.

C. Disability. Should the Executive, while in the employ of Corporation, become disabled Executive shall receive no proceeds of this Agreement. For purposes of this Agreement, disabled/disability shall mean that the Executive cannot perform the specific job requirements of the job he held at the time of disability for at least twelve (12) months.

D. Sale and/or Assignment of the Majority of the Corporation's Stock and or Assets. If the Corporation chooses to sell its stock and/or assets to a new owner the Corporation shall have the right to terminate this Agreement and Executive shall receive none of the proceeds pursuant to this Agreement.

E. No Other Payments. Corporation shall make no payments to Executive under this Agreement other than those specified in herein.

ARTICLE III

A. Forfeiture of Benefits. Executive shall forfeit all rights to any and all benefits he could be entitled to under this Agreement if:

1. Resignation. Executive leaves Corporation's service any time prior to the entry of the entry and closing of a binding stock purchase agreement.

2. Termination. Executive is discharged by Corporation prior to the entry of the entry and closing of a binding stock purchase agreement.

3. Disability. Executive becomes disabled as described above.

B. No Acceleration of Benefits. As required by the IRC, the benefits provided for under this Agreement may not be accelerated and paid at an earlier time than specified herein, either at the option of the Executive or in the discretion of Corporation or any other person.

ARTICLE IV

A. Assignment of Benefits. No assignment, pledge, hypothecation, collateralization, loan, lien or attachment of any of the benefits payable pursuant to the provisions of this Agreement shall be valid or recognized by Corporation. None of the payments provided for by this Agreement shall be subject to seizure for payment of any debts or judgments against Executive or any beneficiary, through divorce (QDRO or otherwise), civil or criminal proceedings or otherwise; nor shall Executive or any beneficiary have the right to transfer, modify, anticipate, or in any way encumber any rights or benefits under this Agreement.

B. Amendment. During the lifetime of Executive, this Agreement may be altered, amended, or revoked at any time in whole or in part by written agreement of the parties.

Notwithstanding the foregoing, no amendment to this Agreement shall be effective to the extent that it has the result of decreasing an executive's potential benefit accrued prior to the date of the amendment or which could cause a violation of IRC 409A, or other provision of the IRC. However, the Plan may be amended at any time, if in the sole opinion of the Corporation, such amendment is necessary to ensure this Agreement is treated as a non-qualified supplemental executive retirement plan under Code Section 409A, other provision of the IRC.

C. Unsecured Promise. The provisions of this Agreement represent the unsecured promises of Corporation. The benefits described herein are not secured by any rights to specific assets of Corporation and are subject to the general creditors of the Corporation. The rights accruing to the Executive or any beneficiary hereunder shall be solely those of an unsecured creditor of the Corporation. Furthermore, this Agreement shall not be construed as a contract of employment between the Corporation and Executive.

D. ERISA. The arrangement described in this Agreement is an unfunded benefit plan for select executive employees. The plan fiduciary is the Secretary of Corporation. Any claim under the plan should be filed in writing with said Secretary, and the Secretary shall respond to such claim in writing, in plain understandable language, making detailed and specific reference to material facts and to the terms of this Agreement, and explaining how and when benefits will be paid, or why they will not be paid. If a claim under the plan is denied, notice of such denial shall be provided within ninety (90) days or less following the receipt of a claim by the Secretary of the Corporation.

E. Binding on Heirs, etc. This Agreement is solely between Corporation and Executive, and shall be binding upon the parties to this Agreement, their heirs, assigns, successors, estate, executors, and administrators.

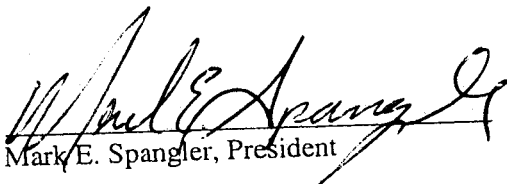
F. Severability. If any portion of this Agreement is held to be invalid or otherwise not enforceable, the remainder shall have force and effect to the full extent permitted by law.

G. Entire Agreement. This Agreement represents the final and entire agreement between the parties, and supersedes all prior or contemplated agreements, express or implied, written or unwritten.

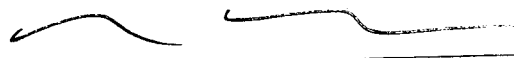
IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first above written.

CORPORATION:

ASSOCIATED IMAGING SERVICES, INC.

By: 
Mark E. Spangler, President

EXECUTIVE:


MIKE SHEPHERD

**ASSOCIATED IMAGING SERVICES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN AGREEMENT
DESIGNATION OF BENEFICIARY**

Pursuant to the terms of the Associated Imaging Services, Inc. Supplemental Executive Retirement Plan Agreement, dated JUNE 7TH, 2012, between myself and Associated Imaging Services, Inc., I hereby designate the following beneficiary(ies) to receive any payments which may be due under such Agreement after my death:

Primary Beneficiary: KATMARINA L. SHEPHERD
(If multiple primary beneficiaries are named all will share equally unless otherwise noted)

Contingent Beneficiary(ies): JACOB L. OLDEN
(If multiple contingent beneficiaries are named all will share equally unless otherwise noted)

This designation hereby revokes any prior beneficiary designation which may have been in effect regarding the above referenced Agreement.

Date: 6-7-2012

Debra L. Darrah
Witness
Print Name: Debra L. Darrah

MIKE SHEPHERD
Executive
Print Name: MIKE SHEPHERD

Acknowledged By: Ken Gander Sec. / Treas
Corporation Officer Title

6/7/2012
Date

**ASSOCIATED IMAGING SERVICES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN AGREEMENT**

This Agreement is made this 7th day of June, 2012 by and between Associated Imaging Services, Inc., a Kansas corporation, hereinafter referred to as "Corporation", and Grant Norris, an employee of Corporation, hereinafter referred to as "Executive."

WHEREAS, Executive is employed by Corporation and has been for several years, during which time Executive has performed valuable services for Corporation; and

WHEREAS, Executive currently serves as Account Representative for Corporation, and Corporation wishes to benefit from his continued loyalty and service in years to come, to the continued profit of Corporation and to provide for a transition of ownership of the Corporation as detailed herein;

WHEREAS, this Agreement is intended to create an Internal Revenue Code ("IRC") Section 409A non-qualified, unfunded and unsecured supplemental executive retirement plan which will apply to a select group of key employees. Upon the parties' execution of this Agreement, the Corporation shall invest funds as a reserve to meet the Corporation's obligations as set forth herein; however, said funds shall remain a general asset of the Corporation, within reach of the Corporation's creditors, in order to obtain the desired tax results.

At the Corporation's complete discretion, additional assets may be reserved to provide the Executive additional benefits in the future. The deposits on behalf of the Executive by the Corporation are discretionary and may be credited in lump sum or partial amounts at any time selected by the Corporation. The Executive shall receive statements, on no less than an annual basis, reflecting the investment gain and loss regarding the reserve account as described herein, which may contain an investment in life insurance insuring the Executive's life. No contributions from the Executive shall be required pursuant to this Agreement. All costs incurred to implement the terms of this Agreement, including administration, shall be borne exclusively by the Corporation. However, notwithstanding anything herein to the contrary, Executive shall bear all federal, state and local (or other) income taxes upon receipt of his benefits (through direct payment or payment to an escrow account as discussed below) as detailed herein.

NOW, THEREFORE, in order to reward and encourage such continued loyal and valuable service, and to plan for a transition of ownership of the Corporation, the parties agree as follows:

ARTICLE I

The Corporation shall cause an asset reserve account to be established for the Executive for bookkeeping purposes only as to the liability owed to the Executive under this Agreement. Said account shall initially contain a deposit of approximately \$10,000.00. Such account for the Executive shall not be segregated except by way of identification on the books and records of the Corporation and shall receive all of the Corporation's contributions called for in this Agreement, and record all the gains, income, losses, and withdrawals and payments, expenses, costs, charges, and recoveries, etc. as in the sole determination of the Corporation are applicable to the

and recoveries, etc. as in the sole determination of the Corporation are applicable to the Executive's account. The details of the selection, investment and maintenance of the notional assets to be placed into each individual account on behalf of Executive shall be at the sole and exclusive discretion of the Corporation and may include but is not limited to, by way of example, life insurance. If life insurance is utilized, under no circumstance shall this Agreement be funded with the death proceeds of said policy, only the accumulated cash value of same, up to \$70,000.00, plus earnings and losses, if any, on said amount.

The Corporation shall elect the manner in which the assets in the notional asset reserve account of the Executive are invested between assets and within an asset to the extent the asset may have subaccounts. The Corporation reserves the right, in its sole and exclusive discretion, to make new allocations, reallocations, transfer and rebalances to the Executive's account. Executive shall not have a security interest of any kind in the reserve account and only maintains the rights of a general creditor of the Corporation.

ARTICLE II

A. Distribution During Executive's Lifetime. Subject to the restrictions which follow, if Executive continues his active employment with the Corporation as a full-time employee until February 1, 2019, then within thirty (30) days following said date, he shall receive, in lump sum fashion, all benefits which have accrued on behalf of the Executive through the investment of the initial \$10,000.00, plus any other additions which are made in the future, as described above, with a maximum benefit of \$70,000.00, plus any related investment earnings/losses. In addition to the longevity requirement above, it is agreed that prior to February 1, 2019, the parties will negotiate in good faith regarding the drafting and execution of a stock purchase agreement whereby Executive agrees to purchase a portion of the Corporation's issued and outstanding stock to be agreed upon at a later date. If an agreement regarding the stock purchase cannot be reached, or if prior to February 1, 2019 Executive informs the Corporation that he does not wish to purchase the Corporation stock, the Executive shall have no right to the proceeds described pursuant to this Agreement.

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B. Death During Employment. If Executive is a full-time employee of Corporation and dies before February 1, 2019 or before a binding stock purchase agreement is executed and closed as described above, Corporation shall pay to the Executive's beneficiary, in the month following the month of Executive's death, all benefits which have accrued on behalf of the Executive through the investment of the initial \$10,000.00, plus any other additions which are made in the future, as described herein. No benefit shall be paid to the Executive's beneficiary if it is determined that the Executive's death was due to suicide. Notwithstanding anything herein to the contrary, the Executive or any of his beneficiaries, heirs or successors shall not be entitled to

any death benefits of any life insurance which are owned by the Corporation and which become payable due the Executive's death.

C. Disability. Should the Executive, while in the employ of Corporation, become disabled Executive shall receive no proceeds of this Agreement. For purposes of this Agreement, disabled/disability shall mean that the Executive cannot perform the specific job requirements of the job he held at the time of disability for at least twelve (12) months.

D. Sale and/or Assignment of the Majority of the Corporation's Stock and or Assets. If the Corporation chooses to sell its stock and/or assets to a new owner the Corporation shall have the right to terminate this Agreement and Executive shall receive none of the proceeds pursuant to this Agreement.

E. No Other Payments. Corporation shall make no payments to Executive under this Agreement other than those specified in herein.

ARTICLE III

A. Forfeiture of Benefits. Executive shall forfeit all rights to any and all benefits he could be entitled to under this Agreement if:

1. Resignation. Executive leaves Corporation's service any time prior to the entry of the entry and closing of a binding stock purchase agreement.
2. Termination. Executive is discharged by Corporation prior to the entry of the entry and closing of a binding stock purchase agreement.
3. Disability. Executive becomes disabled as described above.

B. No Acceleration of Benefits. As required by the IRC, the benefits provided for under this Agreement may not be accelerated and paid at an earlier time than specified herein, either at the option of the Executive or in the discretion of Corporation or any other person.

ARTICLE IV

A. Assignment of Benefits. No assignment, pledge, hypothecation, collateralization, loan, lien or attachment of any of the benefits payable pursuant to the provisions of this Agreement shall be valid or recognized by Corporation. None of the payments provided for by this Agreement shall be subject to seizure for payment of any debts or judgments against Executive or any beneficiary, through divorce (QDRO or otherwise), civil or criminal proceedings or otherwise; nor shall Executive or any beneficiary have the right to transfer, modify, anticipate, or in any way encumber any rights or benefits under this Agreement.

B. Amendment. During the lifetime of Executive, this Agreement may be altered, amended, or revoked at any time in whole or in part by written agreement of the parties.

However, the Plan may be amended at any time, if in the sole opinion of the Corporation, such amendment is necessary to ensure this Agreement is treated as a non-qualified supplemental executive retirement plan under Code Section 409A, other provision of the IRC.

C. Unsecured Promise. The provisions of this Agreement represent the unsecured promises of Corporation. The benefits described herein are not secured by any rights to specific assets of Corporation and are subject to the general creditors of the Corporation. The rights accruing to the Executive or any beneficiary hereunder shall be solely those of an unsecured creditor of the Corporation. Furthermore, this Agreement shall not be construed as a contract of employment between the Corporation and Executive.

D. ERISA. The arrangement described in this Agreement is an unfunded benefit plan for select executive employees. The plan fiduciary is the Secretary of Corporation. Any claim under the plan should be filed in writing with said Secretary, and the Secretary shall respond to such claim in writing, in plain understandable language, making detailed and specific reference to material facts and to the terms of this Agreement, and explaining how and when benefits will be paid, or why they will not be paid. If a claim under the plan is denied, notice of such denial shall be provided within ninety (90) days or less following the receipt of a claim by the Secretary of the Corporation.

E. Binding on Heirs, etc. This Agreement is solely between Corporation and Executive, and shall be binding upon the parties to this Agreement, their heirs, assigns, successors, estate, executors, and administrators.

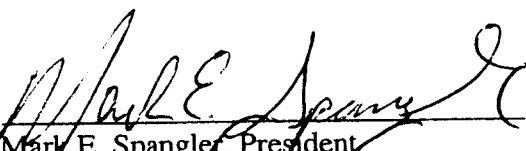
F. Severability. If any portion of this Agreement is held to be invalid or otherwise not enforceable, the remainder shall have force and effect to the full extent permitted by law.

G. Entire Agreement. This Agreement represents the final and entire agreement between the parties, and supersedes all prior or contemplated agreements, express or implied, written or unwritten.

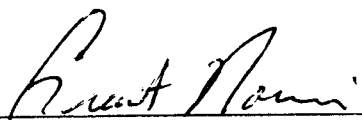
IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first above written.

CORPORATION:

ASSOCIATED IMAGING SERVICES, INC.

By: 
Mark E. Spangler, President

EXECUTIVE:


GRANT NORRIS

**ASSOCIATED IMAGING SERVICES, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN AGREEMENT
DESIGNATION OF BENEFICIARY**

Pursuant to the terms of the Associated Imaging Services, Inc. Supplemental Executive Retirement Plan Agreement, dated June 7, 2012, between myself and Associated Imaging Services, Inc., I hereby designate the following beneficiary(ies) to receive any payments which may be due under such Agreement after my death:

Primary Beneficiary: Alissa Norris
(If multiple primary beneficiaries are named all will share equally unless otherwise noted)

Contingent Beneficiary(ies): Grant + Alissa Norris Children (Jewel, Easter, Aspen)
(If multiple contingent beneficiaries are named all will share equally unless otherwise noted)

This designation hereby revokes any prior beneficiary designation which may have been in effect regarding the above referenced Agreement.

Date: 6-7-2012

Debra L. Darrah
Witness
Print Name: Debra L. Darrah

Grant Norris
Executive
Print Name: Grant Norris

Acknowledged By: Joe Jim Spangler Sec./Treas.
Corporation Officer Title

6/7/12
Date



Top Hat Plan Exemption
U.S. Dept. of Labor
Employee Benefits Security Administration
200 Constitution Avenue, N.W.
Room N-1513
Washington, D.C. 20210

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