

Mobile Diagnostic Imaging, Inc.

6500 Barrie Road, Suite 150

Edina, MN 55435

952/920-6500

Confidential Rental Agreement

Mobile Diagnostic Imaging, Inc ("MDI") will lease the premises, personnel, services, equipment and supplies at _____ (the "Premises") leased or owned by _____ (the "Clinic") as designated on the attached floor plans and parking spaces (Schedules A & B) according to the following terms:

1. **Leased Premises:** MDI shall be entitled to the use of (a) the space designated on Schedule A and the use of 5 (five) parking spaces, (b) the equipment and supplies listed on Schedule B, in each instance for one day each month and the shared use of all common areas at the Premises (i.e., waiting rooms, lavatories, reception, files, etc.) during such time periods. **The Clinic** shall provide MDI with the use of **The Clinic's** personnel in connection with its services at the Premises on a "leased-employee" basis.
2. **Leased Services, Equipment and Supplies:** **The Clinic** agrees to provide, or cause to be provided to MDI, in addition to Premises, leased personnel and equipment (as provided above) and the following items and services (collectively the "Services"): (i) maintenance of the Premises, and equipment including housekeeping and janitorial services; (ii) record storage; and (iii) necessary utility services (including telephone, fax, and Email) for the Premises; (iv) patient information sheets, including but limited to address, telephone, date of birth, and insurance identification. MDI shall be responsible for all costs of the radiologist, the technologist, film, and the operation of the mobile unit.
3. **Term:** The term of this Agreement shall commence as of **11/01/06** (the "Commencement Date") or when the first Mobile MRI services commence and shall continue for a period of **one (1) year**.
4. **Fees:** MDI shall pay **The Clinic** a use fee of _____. This fee is to be paid 60 days following each use of the premises, services, supplies and equipment for a **full day**. For a **half day**, MDI shall pay **The Clinic** a use fee of _____. Such fees shall be inclusive of any applicable sales and/or use taxes.
5. **Insurance:** MDI agrees to keep in full force and effect comprehensive public liability in the amount of not less than two million (**\$2,000,000.00**).
6. **Termination:** This Agreement may be terminated at any time by either party, without cause, on 30 days prior written notice. This Agreement may also be terminated by either party in the event of the material breach of the terms of this Agreement (if such breach has not been cured within ten (10) days after written notice thereof), or for other good and valid cause as determined by the respective parties. Upon any such termination, **The Clinic** shall be entitled to receive the accrued but unpaid fees owed to it as of the date of termination and shall not be entitled to any additional payments hereunder or otherwise.
7. **Licenses and Permits, Maintenance of Equipment:** **The Clinic** agrees to maintain the Premises (including all equipment located therein) in good working order in compliance

with all applicable federal and state laws, including, without limitation, the rules and regulations established by the Minnesota Department of Health, and shall obtain all necessary permits and other licenses as may be required under the laws of the State of Minnesota.

8. **Records:** All records, with respect to Clinic patients shall belong to **The Clinic**.
9. **Assignment and Subletting:** MDI and **The Clinic** shall have the right to assign this Agreement or sublet all or any portion of the Premises and Services provided hereunder to an affiliated entity or to an entity providing medical and/or health related services.
10. **Confidentiality:** This Agreement is confidential. It cannot be released to third parties without the expressed written consent of **MDI**.
11. **Cancellation by MDI:** If MDI cancels a site visit because of technical problems beyond its control, rent shall only be paid for the return visit.
12. **Laws:** This Agreement shall be governed by the laws of the State of Minnesota without giving effect to the rules of conflicts of law.
13. **Other Terms:**

By your signature below, please confirm that the foregoing accurately sets forth our agreement.

Agreed and accepted:

By: _____
_____, D.C.

Date

By: _____
Michael A. Appleman, Ph. D.
Chief Executive Officer
Mobile Diagnostic Imaging, Inc

Date

SCHEDULE A

(Leased Reception and parking area)

Diagram the Leased Reception Area:

Diagram the Leased Parking Area:

SCHEDULE B

(Leased Equipment)

Number of Telephones _____

Number of Fax Machines _____

Number of Computers _____

Number of Copiers _____

Internet Access Yes _____ No _____

General Office Equipment:
(staplers, adding machines, etc.)

General Offices Supplies:
(paper, pens, pencils, clips, tape, etc.)