



## State of Connecticut Office of Health Care Access Letter of Intent Form Form 2030

All Applicants involved with the proposal must be listed for identification purposes. A proposal's Letter of Intent (LOI) form must be submitted prior to a Certificate of Need application submission to OHCA by the Applicant(s), pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please complete and submit Form 2030 to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

### SECTION I. APPLICANT INFORMATION

If this proposal has more than two Applicants, please attach a separate sheet, supplying the same information for each additional Applicant in the format presented in the following table.

	Applicant One	Applicant Two
Full legal name	<i>Mobile 3D Imaging Corporation</i>	
Doing Business As	<i>Facial Imaging Mobile</i>	
Name of Parent Corporation	<i>Mobile 3D Imaging Corp.</i>	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	734 Park Lane Valley Stream, NY 11581	
Identify Applicant Status: P for Profit or NP for Nonprofit	PROFIT	
Does the Applicant have Tax Exempt Status?	Yes	No <input checked="" type="checkbox"/>
Contact Person, including Title/Position: This Individual will be the Applicant Designee to receive all correspondence in this matter.	<i>Robert Meehan Dir. Of Marketing</i>	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	<i>11 Ocean View Ave, Greenwich, CT 06830</i>	
Contact Person Telephone Number	<i>203 885 2719</i>	
Contact Person Fax Number	<i>203 778 6962</i>	

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 CONNECTICUT OFFICE OF  
 HEALTH CARE ACCESS

**SECTION II. GENERAL APPLICATION INFORMATION**

- a. Project Title: *Operation of Mobile Dental Cone Beam CT Scanner*
- b. Project Proposal: **Applicant is seeking to operate a Mobile Dental Cone Beam CT Scanner in Connecticut**
- c. Type of Project/Proposal, please check all that apply:

**Inpatient Service(s):**

- Medical/Surgical       Cardiac       Pediatric       Maternity
- Trauma Center       Transplantation Programs
- Rehabilitation (specify type) \_\_\_\_\_
- Behavioral Health (Psychiatric and/or Substance Abuse Services)
- Other Inpatient (specify) \_\_\_\_\_

**Outpatient Service(s):**

- Ambulatory Surgery Center       Primary Care       Oncology
- New Hospital Satellite Facility       Emergency       Urgent Care
- Rehabilitation (specify type) \_\_\_\_\_       Central Services Facility
- Behavioral Health (Psychiatric and/or Substance Abuse Services)
- Other Outpatient (specify) Dental 3D Imaging\_

**Imaging:**

- MRI       CT Scanner       PET Scanner
- CT Simulator       PET/CT Scanner       Linear Accelerator
- Cineangiography Equipment       New Technology: \_\_\_\_\_

**Non-Clinical:**

- Facility Development       Non-Medical Equipment       Renovations
- Change in Ownership or Control       Land and/or Building Acquisitions
- Organizational Structure (Mergers, Acquisitions, & Affiliations)
- Other Non-Clinical: \_\_\_\_\_

- d. Does the proposal include a Change in Facility (F), Service (S)/Function (Fnc) pursuant to Section 19a-638, C.G.S.?

- Yes       No

If you checked "Yes" above, please check the appropriate box below:

- New (F, S, Fnc)       Additional (F, S, Fnc)       Replacement
- Expansion (F, S, Fnc)       Relocation       Termination of Service

Reduction

Change in  
Ownership/Control

e. Will the Capital Expenditure/Cost of the proposal exceed \$3,000,000, pursuant to Section 19a-639, C.G.S.?  Yes  No

If you checked "Yes" above, please check the boxes below, as appropriate:

- New equipment acquisition and operation
- Replacement equipment with disposal of existing equipment
- Major medical equipment
- Change in ownership or control

f. Location of proposal, identifying Street Address, Town and Zip Code:

**Cone Beam CT Scans will be performed at Connecticut Dentists Offices, Unit is mobile and will be based out of Valley Stream, NY**

g. List each town this project is intended to serve:

**Primary service area is Fairfield County, CT.**

h. Estimated starting date for the project: **Upon Approval**

i. If the proposal includes change in the number of beds provide the following information:

Type	Existing Staffed	Existing Licensed	Proposed Increase or (Decrease)	Proposed Total Licensed
<b>Not Applicable</b>				

**SECTION III. ESTIMATED CAPITAL EXPENDITURE/COST INFORMATION**

- a. Estimated Total Project Expenditure/Cost: **\$275,000**
- b. Please provide the following tentative capital expenditure/costs related to the proposal:

Major Medical Equipment Purchases*	\$411	\$175,000
Medical Equipment Purchases*		
Non-Medical Equipment Purchases* <b>Outfitted 2009 Ford E350 Vehicle</b>		<b>\$100,000</b>

Land/Building Purchases  
 Construction/Renovation  
 Other (Non-Construction) Specify: \_\_\_\_\_

**Total Capital Expenditure**

Major Medical Equipment – Fair Market Value of Leases Medical  
 Equipment – Fair Market Value of Leases  
 Non-Medical Equipment – Fair Market Value of Leases\*  
 Fair Market Value of Space – Capital Leases Only

**Total Capital Cost**

**Total Project Cost**

Capitalized Financing Costs (Informational Purpose Only)

\* Provide an itemized list of all medical and non-medical equipment to be purchased and leased.

- c. If the proposal has a total capital expenditure/cost exceeding \$20,000,000 or if the proposal is for major medical equipment exceeding \$3,000,000, you may request a Waiver of Public Hearing pursuant to Section 19a-643-45 of OHCA's Regulations? Please check your preference.

Yes                       No

- 1. If you checked "Yes" above: please check the appropriate box below indicating the basis of the projects eligibility for a waiver of hearing
  - Energy Conservation               Health, Fire, Building and Life Safety Code
  - Non Substantive

- 2. Provide supporting documentation from elected town officials (i.e. letter from Mayor's Office).

- d. Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
<i>Cone Beam CT Scanner</i>	<i>Newtom</i>	<i>Vgi</i>	<i>1</i>	<i>\$175,000</i>

Note: Provide a copy of the vendor contract or quotation for each major medical/imaging equipment.

- e. Type of financing or funding source (more than one can be checked):
  - Applicant's Equity               Capital Lease               Conventional Loan
  - Charitable Contributions               Operating Lease               CHEFA Financing

- Funded Depreciation                       Grant Funding
- Other (*specify*) \_\_\_\_\_

**SECTION IV. PROJECT DESCRIPTION**

**In paragraph format**, please provide a description of the proposed project, highlighting each of its important aspects, on at least one, but not more than two separate 8.5" X 11" sheets of paper. At a minimum each of the following items need to be addressed, if applicable.

1. List the types of services are currently being provided. If applicable, provide a copy of each Department of Public Health (DPH) license held by the Applicant.

***PLEASE SEE ATTACHED FOR QUESTIONS 1-8***

2. List the types of services being proposed and what DPH licensure categories will be sought, if applicable.

3. Identify the current population served and the target population to be served.

4. Identify any unmet need and describe how this project will fulfill that need.

5. Are there any similar existing service providers in the proposed geographic area?

6. Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.

7. Who will be responsible for providing the service?

8. Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?

**AFFIDAVIT**

**To be completed by each Applicant**

Applicant: Mobile 3D Imaging

Project Title: Operation of Mobile Dental cone Beam CT Scanner in Connecticut

I, Marvin Rosenberg, DDS  
(Name) (Position - CEO or CFO)

of Mobile 3D Imaging being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that Mobile 3D Imaging complies with the appropriate and (Facility Name)

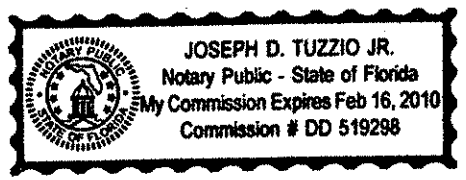
applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

Marvin Rosenberg, DDS 7/27/09  
Signature Date

Subscribed and sworn to before me on July 27, 2009

[Signature]  
Notary Public/Commissioner of Superior Court

My commission expires: 2-16-10



pg 7 of 8

**STATE OF CONNECTICUT  
OFFICE OF HEALTH CARE ACCESS  
LETTER OF INTENT/WAIVER FORM 2030**

**SECTION IV. QUESTIONS 1-8**

**FACIAL IMAGING MOBILE, INC. - 3D IMAGING FOR DENTISTRY**

Facial Imaging Mobile, Inc. represents the foremost of craniofacial digital imaging technology, and is proposing to provide dentists in the State of Connecticut and their patient's access to the first mobile imaging center on wheels in the State. The van is operated by trained and qualified personnel, has a Cone Beam Computerized Tomography scanner, and will travel to the dentist's office by appointment for same day scan and immediate viewing by the dentist. The scans are fee for service and are competitive to medical CT scans. Reports to the dentist are provided by certified Oral Maxillofacial Radiologists in addition to software capabilities to view the anatomical structures. Facial Imaging also eliminates the time in scheduling, visiting a medical imaging center, and turn around time for the dentist to receive the scans, and represents the ultimate in customer service to the dental profession and patients in the State of Connecticut.

The following paragraphs address the fulfillment of the unmet needs of the dental profession in gaining easier and faster access to this technology, description of the positive health benefits of Cone Beam CT scans to the dentist and his/her patients and its impact on the dental health care delivery system in the State, reduction of risk factors and medical-legal complications, and a comparison of current state of the art Cone Beam Computerized Tomography vs. traditional medical CT. There are no similar existing mobile dental imaging service providers in the State.

More and more dentists are using CT (Computerized Tomography) scanners of the craniofacial structures for patient imaging and diagnostics as a new and vital part of their practices. The result is volumetric images of the jaws that greatly increase the quality and accuracy of radiographic interpretation, diagnostics, and treatment. When using three dimensional CT imaging, as compared to the standard and flat two dimensional dental and panographic radiographs, the clinicians have the most accurate anatomic information of the craniofacial structures by using technologically advanced digital imaging devices.

Recognized benefits for patients of CT scans in dental practice include greatly improved diagnostics, patient education, treatment planning for restorative dentistry and for the placement of dental implants in optimal sites, TMJ (temporo-mandibular joint) conditions and disorders, detect infection and hard and soft tissue pathology in the jaws and surrounding structures, fractures, impacted teeth, orthodontic cephalometrics and evaluation, periodontal defects, developmental and congenital deformities, airway analysis, and endodontic problems. Immediate access to three dimensional images of the craniofacial structures provide the dentist and patient with greater convenience, service and efficiency, important and often times vital information in the timeliest manner, optimal treatment outcomes as a result of more timely and superior diagnostics with greater opportunities for success, and reduction of risk factors.

**Cone Beam Computerized Tomography (CBCT) is currently the ideal three dimensional radiological modality for dentistry, and is rapidly becoming the CT standard of excellence. This is primarily due to significantly lower doses of radiation exposure compared to medical CT's, and is far safer for patients. CBCT provides a high quality of the produced images, less distortion and greater accuracy compared to medical CT's. Additionally, the CBCT provides for the patient to be placed in an upright seating position with the X-ray tube and panel detector rotating around the patient's head. Cone beam CT scanner can take both jaws in total scan time of approximately 8.5-15 seconds with 3.6-6 seconds of actual exposure time, which is less radiation than one would receive with a full series of dental periapical radiographs. FDA reports from the European Commission that the radiation dose comparison of a medical CT of the head is equivalent to the effective dose of 100 number of chest X-rays (PA film). This is 200-300 times the radiation required for dental panoramic radiography and represents a potential health risk.**

**The medical CT scanner requires a separate scan of each jaw, maxilla and mandible, with resultant double the levels of radiation, whereas the CBCT scanners can take both jaws at the same time with very low levels of radiation, thereby only exposing the patient one time for both jaws. The CBCT is a far safer system in terms of clinically significant lower levels of radiation for achieving three dimensional imaging required for dentistry. It is accurate to one-tenth of a millimeter (0.1 mm) while medical CT scanners are off by more than 0.5 mm. This may be a significant difference when precise and exact planning is required for dental procedures such as extractions of impacted teeth, management of pathologic lesions and fractures, and placement of dental implants in proximity to critical anatomical structures such as the mandibular canal, maxillary sinus, and adjacent teeth. Injury to the neurovascular bundle within the mandibular canal can result in permanent facial paresthesia, and perforation of the sinuses creates the possibility of antral infections.**

**The American Academy of Oral and Maxillofacial Radiology recommends that clinicians planning implant cases employ three dimensional cross sectional imaging for most cases. Additionally, the Academy recognizes that CBCT is the current technology of choice. CBCT currently is also used in a number of medical applications including ENT, Computerized Tomography Angiography (CTA), and mammography. In Science Daily ( January 1, 2008) it has been reported that, "Cone-beam breast CT provides exceptional tissue contrast and can potentially reduce examination time with comparable radiation dose compared to conventional 2D mammography, according to a new study by a team of researchers from the University of Texas, M. D. Anderson Cancer Center in Houston."**

**The New England Journal of Medicine published a widely acclaimed review article in November 29<sup>th</sup>, 2007 by David Brenner, Ph.D., and Eric Hall, Ph.D. from the Center for Radiological Research at Columbia University Medical Center entitled, Computed Tomography-An Increasing Source of Radiation Exposure. They state that the potential carcinogenic effects from using medical CT scans may be underestimated or overlooked. It is estimated that more than 62 million CT scans per year are currently given in the United States, compared to three million in 1980. Because CT scans result in a far larger radiation exposure compared with conventional plain film X-ray and cone beam CT's, this has resulted in a marked increase in the average personal radiation exposure in the US, which has about doubled since 1980, largely because of the increased CT usage. This represents a potential long term public health problem.**



TO **Mobile 3-D Imaging**  
**734 Park lane**  
**Valley Stream NY 11581**

SHIP TO **Same**

QTY	ITEM # DESCRIPTION	UNIT PRICE		LINE TOTAL
1	Complete NewTom VG Scanning Unit- FLEX	\$191,000		\$170,000
1	NewTom NNT Software EXPERT key			
1	SCAN key			
2	PROFESSIONAL software key Computer and monitor applicable to NewTom specifications at time of purchase			
1	Software Certificate up to \$3,000 for choice of software Installation of NewTom VG and related components – Unit will be available with-in (6) weeks from date of deposit for intallation			
	Four (4) year limited warranty. – includes service, parts & labor Extended warranty \$6,500 per year Unlimited telephone support and software upgrades for a period of five years for NewTom NNT software.			
1	Syrias Intraoral camera- N/C Unlimited professional NNT software keys for referral dentist to view cases On-site 2 Day Training- provided by AFP Imaging Education Department; Shipping for install La Boit, in Ohio			1,500
			QUOTE VALID UNIT 04/07/08	
			TOTAL	171,500



**SALES ORDER Terms of  
Purchase**

NewTom VG  
(North American Agreement)

**AFP Imaging Corporation**

**DATE: APRIL 8, 2008**

250 Clearbrook Road, Elmsford, NY 10523  
Phone 914-592-6100 Fax 888-487-7469

- 50 % Due within the term of the Quotation Period, no later than 10 days after signature of documents
- 30% Due on shipping
- 20% Due upon completion of installation
- **Total Purchase Price** (excluding tax) \$171,150

**DELIVERY / INSTALLATION SCHEDULE**

Delivery will be scheduled after receipt of signed Purchase Agreement and "good funds" Customer's Deposit. Delivery is subject to availability from manufacturer. Delivery and installation will be scheduled as soon as possible.

NEWTOM VG PRE-INSTALLATION GUIDE SHOULD BE REVIEWED FOR SITE COMPLIANCE WITH INSTALLATION GUIDELINES PRIOR TO SCHEDULING OF INSTALLATION. Will be sent to La Boit upon acceptance

The NewTom will be installed at the following location: La Boit, Ohio

**AFP Imaging Corporation**

**Daniel Fields- House Account**

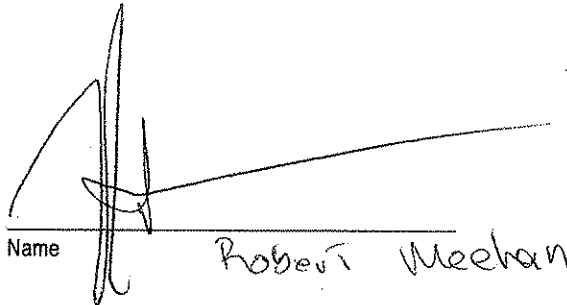
Daniel F. Fields  
Name



Signature

Title- EVP

Date April 07, 2008



Name

Robert Meehan

Signature

Sr. Sales / Marketing

Title

April 07, 08

Date

Name

Signature

Title

Date

## TERMS AND CONDITIONS NewTom Mobile Unit

THIS PURCHASE AND LICENSE AGREEMENT, and all attachments (the "Agreement"), effective on the date of the final signature as set forth on the signature page of this agreement (the "Effective Date"), is made by and between **AFP Imaging Corporation**, a New York limited liability company located at: 250 Clearbrook Rd., Elmsford NY 10523 and the "Customer" as noted on Page 1 of this Agreement.

Subject to the terms and conditions of this Agreement, AFP Imaging Corporation, desires to (i) sell one (1) QR-NewTom-VG digital volumetric scanner ("NewTom"); (ii) license the Software necessary to operate the NewTom(s); (iii) perform installation and training services; (iv) sell optional hardware; and (v) license optional Software to Customer; and

In consideration of the terms and conditions of the Agreement and for other good and valuable consideration, the parties agree as follows:

### 1. DEFINITIONS

- 1.1 "Delivery" shall mean transfer of physical possession of the Products to Customer which shall occur subsequent to the completed installation.
- 1.2 "Event of Default" is defined in Section 11 of this Agreement.
- 1.3 "Facility" shall mean Customer's location for Delivery of the NewTom and peripheral equipment.
- 1.4 "Hardware Products" are the NewTom(s) and any purchased peripheral equipment as listed in this agreement.
- 1.5 "Information" shall mean any materials concerning, or supplied with, the Licensed Software or the Services.
- 1.6 "Licensed Software" shall have the meaning set forth in Section 3.1.
- 1.7 "Operational Software" is the software that is required to operate the NewTom.
- 1.8 "Optional Software" is the interpretive software available for licensing by AFP Imaging Corporation and selected for use by the Customer.
- 1.9 "Operational Software Improvements" is any software supplied by AFP Imaging Corporation at no cost to the Customer to correct, or patch any deficiencies in the operational and/or optional software.
- 1.10 "Purchase Agreement" shall mean this entire agreement as well as any attachments thereto.
- 1.11 "Products" is the Software as well as any Hardware Products, which the Customer may purchase.
- 1.12 "Software Upgrades" future software designed to improve the imaging and performance of the NewTom, which may be made available to the Customer to purchase.
- 1.13 "Services" means the installation and training services provided in connection with this Agreement.
- 1.14 "Shrink-Wrap Software" shall mean software developed and sold by outside sources unrelated to AFP Imaging Corporation or the manufacturer of the NewTom.
- 1.15 "System Maintenance Services Agreement" is a separate agreement entered into by the parties providing for certain non-warranty support services.
- 1.16 "Software" means the Operational Software and any Optional Software licensed under this Agreement.
- 1.17 "Warranty" shall mean the express warranty made by AFP Imaging Corporation as set forth in this Agreement.
- 1.18 "Warranty Period" is the period of time the NewTom is under Warranty and shall run for 12 months from the date of completion of installation, unless otherwise specified.

### 2. SALE OF THE HARDWARE PRODUCTS

- 2.1 AFP Imaging Corporation agrees to sell the Products to Customer, and Customer agrees to purchase and take possession of the Products.
- 2.2 Customer understands that all rights and licenses to use the NewTom(s) and the Software are limited to the rights and licenses granted by the manufacturers to AFP Imaging Corporation. The License shall be valid for the longest period allowable by law unless terminated earlier pursuant to the terms of this Agreement (the "Term").
- 2.3 Customer shall pay all taxes assessed on the Products resulting from the purchase, possession or use of the Products.

### 3. LICENSED SOFTWARE

3.1 Upon completion of the installation and payment of all amounts due, AFP Imaging Corporation grants to Customer a fully-paid, personal, limited, revocable, non-transferable and non-exclusive license to use the Software and the Information (collectively, the "Licensed Software") furnished pursuant to this Agreement. Such Licensed Software is provided solely for the purpose of operating the NewTom. Customer understands and agrees that each NewTom has dedicated Licensed Software that shall only be used with the designated NewTom. Use of the Licensed Software on more than one NewTom is strictly prohibited.

3.2 Customer shall use its best efforts to ensure that any users of the Licensed Software and all associated Information comply with the terms and conditions of this Agreement. Customer shall refrain from taking any steps designed to derive a source code equivalent to the Software licensed under this Agreement.

3.3 Other than as expressly permitted in this Agreement, Customer shall not photocopy or store or transmit electronically any Licensed Software or Information without AFP Imaging Corporation's prior express written consent. Customer shall return to AFP Imaging Corporation all Software and information licensed to Customer under this Agreement immediately upon the termination or expiration of this Agreement. Customer shall not attempt to modify the Software and shall comply with any restrictions which apply to any third party software supplied in connection with this Agreement.

3.4 If the terms of this Agreement differ from the terms of any agreement packaged with the Software, the terms of the agreement in the packaged Software shall, to the extent that such terms differ and are enforceable, govern. AFP Imaging Corporation does not grant any license for any commercially available, over-the-counter, Shrink Wrap software transferred to Customer pursuant to this Agreement.

3.5 No right to use the Licensed Software or Information is granted to Customer except as provided in this Agreement.

3.6 Customer agrees that

a. All proprietary rights in the Licensed Software and Information, including any copyrights, are the sole property of AFP Imaging Corporation or AFP Imaging Corporation's supplier.

b. Customer agrees to allow AFP Imaging Corporation to install any recommended Operational Software Improvements, if necessary. Customer acknowledges that refusal to allow such installation may affect Customer's ability to continue to effectively use the then in-place Software, and shall give AFP Imaging Corporation the right, in its sole discretion, to terminate this Agreement and/or any System Maintenance Agreement or warranty agreements then in effect. When available, Customer may purchase new releases of the Software Upgrades at the then-current prices.

c. There are no express warranties as to the content or performance of the Licensed Software or Information. Customer takes the Licensed Software and Information in an "as is" condition; and

d. All implied warranties as to the Licensed Software are expressly disclaimed, including, without limitation, implied warranties of merchantability and fitness for a particular purpose or any implied warranty of truthfulness, accuracy or non-infringement. Customer bears the entire risk as to the quality and performance of Shrink-Wrap Software, and should the Shrink-Wrap Software prove defective, customer assumes the cost of all-necessary service.

3.7 Customer agrees that it has no ownership interest in, nor the right to use, any trade name or trademark of AFP Imaging Corporation or any of its affiliates.

3.8 Customer agrees to give immediate written notice to AFP Imaging Corporation of any infringement or suspected infringement of the copyright related to any Licensed Software, which Customer is permitted to use pursuant to this Agreement.

3.9 a. All elements of the Software (i) are confidential information and are a trade secret of AFP Imaging Corporation or its licensor(s), entrusted by AFP Imaging Corporation to Customer by virtue of an important relationship of confidence created under this Agreement. Software is to be used only in the manner expressly permitted by this agreement (ii) Customer recognizes it is a commercially valuable, proprietary product of AFP Imaging Corporation or its licensor(s), the design and development of which have involved the expenditure of substantial amounts of money and the use of skilled development experts; and (iii) is provided to Customer pursuant to a license that reserves all rights and benefits afforded under federal copyright law and is not a general "publication" entitling Customer to receive any further notification of any copyrights of AFP Imaging Corporation or its licensor(s).

b. Throughout the Term and for a period of three years after the expiration of the Term, Customer shall keep strictly confidential any information obtained pursuant to this Agreement or any other agreement between Customer and AFP Imaging Corporation, unless prior written consent is furnished or a court or agency of competent jurisdiction, orders Customer to disclose such information. If such disclosure is ordered, Customer shall first notify AFP Imaging Corporation in writing prior to disclosing any information and cooperate with AFP Imaging Corporation if AFP Imaging Corporation elects to contest and/or avoid such ordered disclosure. Customer shall exercise a reasonable degree of care to preserve and safeguard the proprietary information.

c. The terms of this Section shall not apply to any of the information that Customer can conclusively show (i) was created independently by the Customer; (ii) is or has become generally known to the public by someone other than Customer, or (iii) was received by Customer from a third party unrelated to AFP Imaging Corporation having legitimate possession of the information and the legal right to transmit the same arising either by contract or fiduciary duty with AFP Imaging Corporation.

### 4. PURCHASE PRICE AND TITLE

4.1 Customer shall pay the Purchase Price to AFP Imaging Corporation pursuant to the payment schedule set forth in this Agreement.

4.2 Risk of loss to the Products passes to Customer upon completed installation of the equipment. The Purchase Price includes shipping, transportation and insurance during transportation from the manufacturer to the Port of Entry. AFP Imaging Corporation shall arrange and pay for transportation, insurance and storage of the Products from the Port of Entry to the Facility. Any ancillary costs associated with AFP Imaging Corporation being unable to deliver and install the Products, including additional storage costs, costs associated with the Technician being delayed on-site, travel costs, etc., shall be borne by the Customer.

4.3 Title to the Hardware Products shall pass to the Customer upon Customer satisfying all the terms and conditions of this agreement. Title to the Licensed Software and the Information shall remain vested in AFP Imaging Corporation throughout the Term of the Agreement.

## 5. PAYMENT

5.1 Along with the signed Purchase Agreement, Customer shall pay to AFP Imaging Corporation via bank wire made payable to AFP Imaging Corporation, a non-refundable initial payment as set forth under the price and payment terms of this Agreement. If AFP Imaging Corporation does not receive this payment along with this executed Agreement within the designated Quotation Period, this Agreement shall be null and void and neither party shall have any further obligation or claim against the other for damages or equitable relief of any kind.

5.2 If Customer fails to pay AFP Imaging Corporation any part of the Purchase Price when due, interest shall accrue and be paid to AFP Imaging Corporation, in addition to the unpaid part of the Purchase Price, at the rate of 18% per annum or the highest rate allowed under applicable law, whichever is higher, on the unpaid amount.

## 6. INSTALLATIONS AND TRAINING

6.1 AFP Imaging Corporation will schedule an installation date upon receipt of the executed Purchase Agreement and initial payment. Any installation dates subsequently established shall be subject to availability of the Products and any transportation considerations that may arise. AFP Imaging Corporation shall make reasonable efforts to honor established installation dates.

6.2 Prior to, or concurrent with, the installation of the Products:

a. Customer agrees that AFP Imaging Corporation shall have unrestricted access to the installation site during Customer's regular business hours; and

b. Customer agrees to:

(i) Remove all obstacles, from the installation site, which may affect AFP Imaging Corporation's ability to complete the installation, as well as conduct a site survey to determine accessibility to the site of the NewTom. In the event AFP Imaging Corporation is unable to move the NewTom into the room after reasonable efforts to do so, Customer agrees to pay for storage of the NewTom as well as to pay for any additional costs AFP Imaging Corporation may incur for follow up visits to install the machine in alternate areas;

(ii) Provide all necessary heat, air conditioning and lighting for AFP Imaging Corporation to complete the installation;

(iii) Ensure that the installation site contains all improvements necessary for the proper installation and operation of the Products; and

(iv) Dispose of any Product crating or packaging materials.

If any of the conditions of this section are not met and AFP Imaging Corporation incurs costs resulting from any delay, Customer shall immediately reimburse AFP Imaging Corporation for these costs.

6.3 AFP Imaging Corporation will provide basic operational training for authorized users; such training shall include instruction on the operation of the Products, including patient positioning, safety procedures and methods of obtaining patient data. User Manual(s) shall be provided to Customer.

## 7. LIMITED EXPRESS WARRANTY

7.1 AFP Imaging Corporation warrants (the "Warranty") to Customer only that the Products, excluding any Shrink-Wrap Software, will be installed in a competent manner and will be free of defects in material and workmanship during the Warranty Period. During the Warranty Period, AFP Imaging Corporation shall service the Products, and make necessary repairs without charge, provided, however, that Customer shall pay for replacement of non-defective parts required for a repair, and AFP Imaging Corporation shall not be required to make any repairs or replace any parts if the Products have been abused or not operated in accordance with the User Manuals and other documentation delivered to Customer in connection with the Services.

7.2 This Warranty shall not cover the correction, through reprogramming or otherwise, of any "bugs" or viruses in any of the Software (except through the reinstallation of such Software) or any Products subjected to undue physical or electrical stress, including lack of a steady, uninterrupted electrical supply in which the Equipment will be adequately protected from power surges, spikes and/or interruptions. Customer is responsible to ensure the supply of 220v at the point of hook-up. Furthermore, this Warranty shall become null and void if, during the Warranty Period, Customer performs, or arranges for the performance by a third party of, any service, repair or modification to any Products. Customer shall in no way alter, nor enter the machine without express written authorization by an Officer of AFP Imaging Corporation. There are no third party beneficiaries of the express Warranty set forth in this Section. No representative of AFP Imaging Corporation may modify this Warranty. Customer shall be responsible for monitoring the lapse of this Warranty Period.

7.3 Unless the parties have entered into a System Maintenance Services Agreement, all products and services not covered by the Warranty or other terms of this Agreement shall be sold and performed in accordance with AFP Imaging Corporation's then-current time, expense and materials rates. Customer agrees to pay for products and services not covered by the Warranty at such rates in effect at the time the products are delivered and the services are performed. AFP Imaging Corporation will provide Customer copies of current rates and terms upon request.

7.4 The warranties contained in this Agreement are expressly in lieu of any other express or implied warranties.

7.5 AFP Imaging Corporation expressly disclaims any warranty not specifically assumed under this agreement and makes no representation regarding compliance with any state, provincial, or local law, building code or ordinance relating to the installation or operation of the products ("local laws"). Customer acknowledges that customer is solely responsible for compliance with such local laws.

## 8. LIMITATION OF LIABILITY

AFP Imaging Corporation shall not be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, or for lost profits, savings or revenue of any kind, regardless of whether AFP Imaging Corporation has been advised of the possibility of such damages.

## 9. FDA REPORTING REQUIREMENTS

Customer acknowledges that the NewTom(s) are subject to governmental reporting requirements including those requirements described in FDA regulation part 803 (21 CFR 803 et seq.). Customer shall comply with all federal and state reporting requirements relating to adverse events or other reportable events. Customer shall immediately provide to AFP Imaging Corporation all information about such adverse or reportable events. Customer shall timely provide to AFP Imaging Corporation any and all information necessary for AFP Imaging Corporation to comply with governmental reporting requirements applicable to AFP Imaging Corporation. Customer shall provide reasonable access to its facilities and the NewTom(s) to authorized governmental inspectors. Customer shall immediately forward a copy of any inspection report it receives to AFP Imaging Corporation. Customer will cooperate with AFP Imaging Corporation, the manufacturer and any governmental authority in the event of a recall of the NewTom(s), and shall permit AFP Imaging Corporation or the manufacturer access to its facilities and the NewTom(s) to take field corrective action. If, in the event of a manufacturer's recall, it is necessary to transport the NewTom(s) for further remedial action, AFP Imaging Corporation shall pay for the costs and expenses of transporting the NewTom(s) to the manufacturer or elsewhere, as the case may be, and its return transportation. If, in the event of a regulatory recall or other event not the responsibility of AFP Imaging Corporation, it is necessary to transport the NewTom(s) for further remedial action, Customer shall pay for the costs and expenses of transporting the NewTom to the manufacturer or elsewhere, as the case may be, and its return transportation. AFP Imaging Corporation shall use reasonable efforts to make any onsite modifications or alterations to the equipment to obviate the need to remove the equipment from the facilities in order to make them compliant with any regulatory agency mandated changes. Any purported delegation of Customer's obligations under this Section 9 is void.

## 10. PURCHASE AGREEMENT TERMINATION

10.1 Either party may terminate this Agreement in the event of a material breach by the other party if such breach continues uncured for a period of five (5) days after receipt of written notice from the party claiming the breach.

10.2 This Agreement terminates automatically, if either party is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business or if a receiver is appointed on account of either party's insolvency. In the event of termination, relevant portions of this agreement shall remain in effect, as the parties effectuate the termination.

## 11. EVENTS OF DEFAULT AND REMEDIES UPON AN EVENT OF DEFAULT

11.1 Each of the following is an event of default under this Agreement:

a. Customer's failure to promptly pay any amount of money required under this Agreement;

b. The failure of Customer to perform any of the terms of this Agreement, including the refusal to accept delivery of the Products.

11.2 Upon Default by Customer, and while such Default continues, AFP Imaging Corporation shall have no further obligation to Customer, and shall retain the right to terminate this Agreement and any licenses granted hereunder, immediately upon the expiration of the applicable cure period set forth in this Agreement.

11.3 Upon termination by AFP Imaging Corporation as set forth in this agreement, Customer hereby agrees that all payments previously made to AFP Imaging Corporation shall be forfeited, with all monies being retained by AFP Imaging Corporation and that AFP Imaging Corporation shall retain the right:

a. Without demand or notice, to enter the Facility peaceably and repossess the Hardware Products and the Software without any further liability to Customer and without being deemed guilty of any trespass, conversion or wrongful entering or taking; and

b. To take any further action available to AFP Imaging Corporation at law or in equity, including any actions designed to make AFP Imaging Corporation whole financially.

11.4 The remedies set forth in this Agreement are not exclusive remedies, and any remedy provided to AFP Imaging Corporation in this Agreement shall be deemed to be a cumulative remedy. The exercise by AFP Imaging Corporation of any one or more of the remedies provided herein or by law shall not waive any other remedy available to AFP Imaging Corporation under this Agreement or any applicable law.

11.5 Customer agrees that any unauthorized disclosure of any Information or other violation of this Agreement would cause irreparable damage and harm to AFP Imaging Corporation entitling AFP Imaging Corporation to an injunction or other equitable relief prohibiting such violation of this Agreement, and further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

## 12. FORCE MAJEURE

If, because of weather, acts of God, strikes or other labor disputes, customs or supplier delays or interruptions, or acts of war, terrorism or insurrection or other unavoidable cause, which are not the fault of AFP Imaging Corporation, AFP Imaging Corporation is unable to perform its obligations hereunder, such non-performance shall not be considered a breach of this Agreement.

## 13. GENERAL

13.1 This Agreement constitutes the entire integrated agreement of the parties (except the System Maintenance Services Agreement, if applicable) and supersedes all prior understandings and agreements, whether written or oral. Any modifications of this Agreement must be in writing and signed by the respective authorized representatives.

13.2 If any provision of this Agreement is deemed illegal or unenforceable by a court or agency of competent jurisdiction, then, all other provisions of this Agreement shall remain in full force and effect and the unenforceable provision shall be liberally construed and revised by such court or agency in order to carry out the intentions of the parties.

13.3 Failure to insist on the strict compliance with any provision of this Agreement shall not operate as a waiver of any subsequent breach by the breaching party.

13.4 The terms and conditions of any additional support services available through AFP Imaging Corporation Customer Service are outside the scope of this Agreement and shall be subject to the terms and conditions of a separate written agreement.

13.5 The headings in this Agreement are inserted for convenience only and do not affect the meaning or interpretation of this Agreement.

13.6 This Agreement shall be construed and governed in accordance with the local laws of the State of New York except for its choice of law rules if such rules would require the application of substantive law of a jurisdiction other than the laws of the State of Florida. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby excluded and shall not apply to this Agreement.

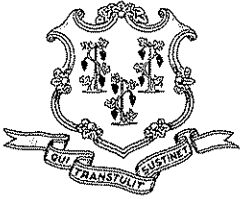
13.7 All communications required or permitted under this Agreement shall be in writing and shall be deemed given when (a) delivered personally, (b) sent by confirmed facsimile machine, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid. All communications will be sent to the receiving party's address set forth in this Agreement unless the Parties have been notified in writing of a change of address.

13.8 Throughout this Agreement, the masculine gender shall be deemed to include the feminine gender (and the neuter), and the singular shall be deemed to include the plural, and vice versa.

13.9 Customer may not assign this Agreement without AFP Imaging Corporation's prior written consent, which consent shall not be unreasonably withheld.

13.10 Customer acknowledges this is a commercial and not a consumer transaction. Any variation of these terms and conditions shall not be deemed to be a part of this Agreement and shall not be binding upon AFP Imaging Corporation.

13.11 It is Customer's exclusive responsibility to secure any regulatory licenses or permits necessary to legally operate the equipment.



STATE OF CONNECTICUT  
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

CRISTINE A. VOGEL  
COMMISSIONER

August 7, 2009

Certified Mail: 7005 0390 0001 3506 9815

Mr. Robert Meehan  
Director of Marketing  
Mobile 3D Imaging Corporation d/b/a Facial Imaging Mobile  
11 Ocean View Ave.  
Greenwich, CT 06830

RE: Letter of Intent; Docket Number: 09-31428-LOI  
Mobile 3D Imaging Corporation d/b/a Facial Imaging Mobile  
Operation of Mobile Dental Cone Beam CT Scanner  
Filing Fee

Dear Mr. Meehan:

On August 7, 2009, we received your Letter of Intent form along with your check in the amount of \$1,000.00. The check is being returned, as there is no filing fee requirement when submitting a Letter of Intent. Your check in the amount of \$1,000.00 is attached to this letter.

Please feel free to contact me if your have any questions at (860) 418-7001.

Sincerely,

Kimberly R. Martone  
Director of Operations

KRM

Attachment: Check#1143

**MOBILE 3D IMAGING**  
734 PARK LANE  
VALLEY STREAM, NY 11581

DATE 8/5/2009

1143

83-1482/670  
700

PAY TO THE ORDER OF

Connecticut office of health care Access \$1,000.00

One thousand

DOLLARS



America's Most Convenient Bank®

FOR \_\_\_\_\_

Mobile 3D Imaging Corporation  
D/B/A Facial Imaging Mobile  
11 Ocean View Ave.  
Greenwich, CT 06830  
203 885 2719

RECEIVED

2009 AUG 17 A 11: 24

CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

August 12, 2009

Mr. Hal Oberg  
Supervisor  
State of Connecticut  
Office of Health Care Access  
410 Capitol Avenue, MS # 13HCA  
P.O. Box 340308  
Hartford, CT 06134

**RE: Letter of Intent: Docket Number 09-31428-LOI  
Mobile 3D Imaging Corporation, D/B/A Facial Imaging Mobile  
Operation of Mobile Dental Cone Beam CT Scanner**

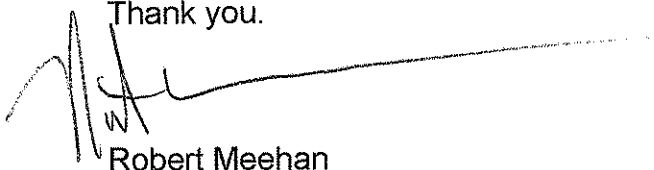
Dear Mr Oberg,

I spoke to you on August 10th concerning my company's Letter of Intent. This notice is to provide additional information to Section 2 (F) of our original LOI, please accept the following change:

**Location of Proposal, Identifying St. Address (Section 2 F): 62 Mount Pleasant Road, Newtown, Connecticut, 06470**

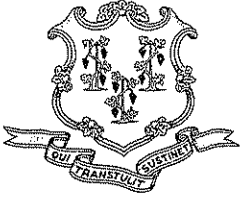
Please let me know if you have any further questions or require additional information.

Thank you.



Robert Meehan  
Director of Sales and Marketing





STATE OF CONNECTICUT  
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

CRISTINE A. VOGEL  
COMMISSIONER

August 27, 2009

Robert Meehan  
Director of Marketing  
Mobile 3D Imaging Corporation  
d/b/a Facial Imaging Mobile  
11 Ocean View Avenue  
Greenwich, CT 06830

RE: Mobile 3D Imaging Corporation d/b/a Facial Imaging Mobile  
Proposal to Operate a Mobile Dental Cone Beam Computed Tomography Scanner  
Letter of Intent Completeness Letter

Dear Mr. Meehan:

On August 7, 2009, the Office of Health Care Access ("OHCA") received the Certificate of Need Letter of Intent ("LOI") Form 2030, regarding the proposal of Mobile 3D Imaging Corporation d/b/a Facial Imaging Mobile ("Applicant") to operate a Mobile Dental Cone Beam Computed Tomography Scanner.

On August 17, 2009, OHCA received additional information dated August 12, 2009, regarding a confirmation of location in the proposed LOI. Upon OHCA's review of the matter in accordance with the LOI requirements set forth in Chapter 368Z of the Connecticut General Statutes OHCA finds that the information submitted remains deficient, and that additional information and/or clarification is required.

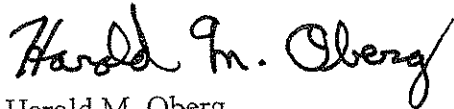
1. In response to the notice provided in Section II. f., of your letter, you indicated that the location for the proposed project of a mobile dental cone beam computed tomography scanner is at 62 Mount Pleasant Road in Newtown, Connecticut. In order to fulfill the statutory requirement to identify "the town where the project is or will be located", indicate if the address in Newton is the location where the service will be provided. If it is not, please identify the service location(s).
2. Identify the provider of the patient services. Is the Applicant the service provider or the equipment owner? If the Applicant is the equipment owner, identify the patient care provider(s).

In responding to the questions contained in this letter, please repeat the question prior to providing your response, paginate and date your response (i.e., each page in its entirety), and submit an original and four (4) copy sets of your responses to the OHCA.

Please note that until OHCA receives the information required by Section 19a-638(a)(4), of the C.G.S. your filing does not constitute a complete Letter of Intent.

If you have any questions concerning this letter and if you wish to meet with the agency regarding this matter, please feel free to contact me at (860) 418-7001.

Sincerely,



Harold M. Oberg  
Certificate of Need Supervisor

HMO:dd

\*\*\*\*\*  
\*\*\* ERROR TX REPORT \*\*\*  
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TX FUNCTION WAS NOT COMPLETED

TX/RX NO 0508  
RECIPIENT ADDRESS 912037786962  
DESTINATION ID  
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TIME USE 00'36  
PAGES SENT 0  
RESULT NG #0018 BUSY/NO SIGNAL



STATE OF CONNECTICUT  
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: ROBERT MEEHAN  
FAX: (203) 778-6962  
AGENCY: MOBILE 3D IMAGING CORPORATION  
FROM: HAL OBERG  
8/27/09  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
NUMBER OF PAGES: 2  
*(including transmittal sheet)*

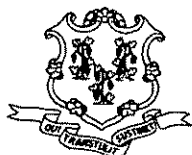
Comments: Docket 09-31428-LOI

**PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.**

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 0512  
RECIPIENT ADDRESS 912037786962  
DESTINATION ID  
ST. TIME 08/28 13:42  
TIME USE 00'42  
PAGES SENT 3  
RESULT OK



STATE OF CONNECTICUT  
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: ROBERT MEEHAN  
FAX: (203) 778-6962  
AGENCY: MOBILE 3D IMAGING CORPORATION  
FROM: HAL OBERG  
8/27/09  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
NUMBER OF PAGES: 2  
*(including transmittal sheet)*

Comments: Docket 09-31428-LOI

**PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.**