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CARLOS M. BADIOLA, M.D.
DENNIS D. FERGUSON, M.D.



CHRISTOPHER LEARY, M.D.
FOLCO SCAPPATICCI, M.D.
JOHN M. WALKER, M.D.

FARMINGTON IMAGING CENTER TRULY OPEN MRI

353D Scott Swamp Road, Farmington, CT 06032
Tel (860) 677-7682 • Fax (860) 674-1171

October 17, 2015

Ms. Kimberly Martone
Director, Office of Health Care Access
410 Capitol Avenue, MS #13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Dear Attorney Martone,

As per our recent telephone conversation, enclosed is a request for a CON determination relating to the Farmington Imaging Center, LLC.

As we discussed, the purpose of this request is to ensure that no CON is required for the Farmington Imaging Center to continue to own and operate its CT and MRI equipment. The relevant facts are as I relayed to you and Steven Lazarus during our recent conference call.

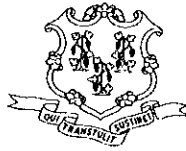
I'd like to thank you and Steven Lazarus for taking the time to discuss this matter with me by telephone and for considering our request. Please contact me if you have any questions regarding this matter.

Sincerely,


Carlos M. Badiola, MD

Copy to: Steven Lazarus

Enclosures



State of Connecticut Office of Health Care Access CON Determination Form Form 2020

All persons who are requesting a determination from OHCA as to whether a CON is required for their proposed project must complete this Form 2020. The completed form should be submitted to the Director of the Office of Health Care Access, 410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. PETITIONER INFORMATION

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

	Petitioner	Petitioner
Full Legal Name	The Farmington Imaging Center, LLC	
Doing Business As	Same	
Name of Parent Corporation	N/A	
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	353 Scott Swamp Road, Farmington, CT 06032	
What is the Petitioner's Status: P for profit and NP for Nonprofit	P	
Contact Person at Facility , including Title/Position: This Individual at the facility will be the Petitioner's Designee to receive all correspondence in this matter.	Carlos M. Badiola, M.D.	

Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	353 Scott Swamp Road, Farmington, CT06032	
Contact Person's Telephone Number	860-657-6916	
Contact Person's Fax Number	860-584-0541	
Contact Person's e-mail Address	carlioso@yahoo.com	

SECTION II. GENERAL PROPOSAL INFORMATION

- a. Proposal/Project Title: Farmington Imaging Center Ownership of MRI and CT Scanners
- b. Estimated Total Project Cost: None
- c. Location of proposal, identifying Street Address, Town and Zip Code: 353 Scott Swamp Road, Farmington, CT 06032
- d. List each town this project is intended to serve: Avon, Bristol, Burlington, Canton, Farmington, Plainville, Plymouth/Terryville, Simsbury, Southington, West Hartford
- e. Estimated starting date for the project: Upon OHCA Approval.

SECTION III. PROPOSAL DESCRIPTION

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 elements need to be addressed, if applicable:

1. If applicable, identify the types of services currently provided and provide a copy of each Department of Public Health license held by the Petitioner.
2. Identify the types of services that are 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.

SECTION IV. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)

Petitioner: The Farmington Imaging Center, LLC

Project Title: Farmington Imaging Center Ownership of Assets

I, Carlos M. Badiola, M.D., Member
(Name) (Position – CEO or CFO)

of The Farmington Imaging Center, LLC being duly sworn, depose and state that the
(Organization Name)

information provided in this CON Determination form is true and accurate to the best of my
knowledge.

Carlos Badiola

Oct. 17, 2015

Signature

Date

Subscribed and sworn to before me on October 17th 2015

Amanda K Chapdelaine
Notary Public/Commissioner of Superior Court

My commission expires: AMANDA K. CHAPDELAINE
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2018

PROPOSAL DESCRIPTION

This Certificate of Need Determination request is being filed by The Farmington Imaging Center, LLC (“FIC” or “Petitioner”), a member-managed Connecticut limited liability company wholly owned by seven radiologists who each own an equal interest. These physicians are: Carlos M. Badiola, M.D., Stewart E. Bober, M.D., Allen Currier, M.D., Christopher J. Leary, M.D., Folco Scappaticci, M.D., John M. Walker, M.D and Dennis D. Ferguson, M.D. Six of the seven physician-members of FIC separately own Radiologic Associates, P.C. (“RAPC”) a radiology practice that provides diagnostic and interventional radiology services to patients in the greater Bristol and Farmington area. Dr. Ferguson had been a shareholder in RAPC until his retirement in 2013.

The purpose of this CON Determination is to clarify ownership of certain MRI and CT scanners that FIC has owned and operated at its Scott Swamp Road location in Farmington since 2004 and 2006, respectively, and ensure that no CON is needed for FIC to continue such ownership and operation in the future.

Background

In July of 2003, in contemplation of opening a joint venture imaging center between itself and Bristol Hospital called Open MRI of Farmington, RAPC received a CON Determination that it could acquire an MRI unit at a cost below the then statutory threshold of \$400,000. *See* Attachment A, CON-DTR 03-30098 (Stipulations 3 and 4). The MRI asset was at all times intended to be owned by the joint venture entity, Open MRI of Farmington, LLC, which was not formed until August of 2003 and whose initial members, the RAPC physicians, did not enter into an Operating Agreement until October 29, 2003. *See* Attachment B, Operating Agreement of Open MRI of Farmington, LLC (and, in particular, LLC Purpose at Section 1.7, p. 3). In March of 2004, Open MRI of Farmington, LLC, did in fact purchase the MRI unit and has continually owned and operated it since April 2004. *See* Attachment C, Invoices and Cancelled Checks.

In July 2004, after receiving a challenge to the rights to continue using the Open MRI of Farmington name, the name of the LLC was changed to Petitioner’s present name, Farmington Imaging Center, LLC. *See* Attachment D, Articles of Amendment Changing Name of LLC (and, in particular, certifications 2-3 at p. 1, and nature of business at Article 2 on p. 2).

On October 28, 2005, RAPC received another CON Determination permitting the acquisition of a CT scanner for use at FIC’s Farmington facility. The unit had been used at RAPC’s joint venture imaging center with Bristol Hospital, the Bristol Radiology Center. The cost of the CT scanner was also below the then statutory threshold of \$400,000. Although FIC and the Bristol Radiology Center were both already established by 2005, RAPC sought the CON Determination for FIC’s Farmington facility as well as a CON Determination for replacement of a CT unit for the Bristol Radiology Center based on RAPC’s provision of management services for both facilities. *See* Attachment E, CON-DTR 05-30495 (and, in particular, Stipulations 8, 10-11 on p. 2). As was the case with the MRI unit, it was always intended that FIC own and operate the CT unit. Accordingly, FIC not only paid for the CT unit, it also paid the cost of removing it from the Bristol Radiology Center and installing it on FIC’s premises. *See* Attachment F, Invoice, Product and Services Contract and Cancelled Checks.

Conclusion

The facts and circumstances set forth above make clear that the MRI and CT units were purchased by FIC and have been continuously owned and operated by FIC. Also, because FIC was originally intended to be a joint venture entity with Bristol Hospital like the Bristol Radiology Center, it is equally clear that it was intended that FIC hold these assets separate and apart from RAPC, an entity in which Bristol Hospital could not have ownership due to Connecticut's corporate practice of medicine laws. *See* C.G.S. §33-182c. It has also been FIC, not RAPC, that has maintained and carried the cost of these imaging units on its balance sheet since the time of their acquisition (as such term is defined at R.C.S.A. § 19A-630-1(1)) and up to the present day.

Based on the foregoing, Petitioner respectfully requests that OHCA determine that no CON is required for FIC to continue to own and operate this equipment.

ATTACHMENT A



JOHN G. ROWLAND
GOVERNOR

STATE OF CONNECTICUT
OFFICE OF HEALTH CARE ACCESS

MARY M. HEFFERNAN
COMMISSIONER

July 7, 2003

Carlos Badiola, M.D.
Radiologic Associates, P.C.
985 Farmington Avenue
Bristol, CT 06010

Re: Certificate of Need Determination Report Number 03-30098-DTR
Radiologic Associates, P.C.
Open MRI of Farmington

Dear Dr. Badiola:

On June 11, 2003, the Office of Health Care Access ("OHCA") received your CON Determination request regarding the acquisition of an open magnetic resonance imaging ("MRI") unit for a new imaging center, Open MRI of Farmington, to be located on Route 6 in Farmington, Connecticut. OHCA has reviewed the information contained in the request and makes the following findings:

1. Radiologic Associates, P.C. ("RAPC") is a private practice radiology group consisting of eight Board certified radiologists.
2. RAPC, as a joint venture with Bristol Hospital, provides imaging services at the Bristol Radiology Center ("BRC") at 25 Collins Road in Bristol, Connecticut.
3. The volume of MRI procedures performed at the BRC has steadily increased since opening on April 30, 2001. The BRC averages a two-week back-log of patients waiting for an open MRI examination.
4. Based on a zip code analysis, RAPC is proposing to acquire an open MRI unit for a new imaging center, Open MRI of Farmington ("OMF"), to be located on Route 6 in Farmington in close proximity to Routes 84 and 177.
5. The OMF will be operated in a similar manner to the RAPC and be a joint venture between RAPC and Bristol Hospital.

An Equal Opportunity Employer

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308
Telephone: (860) 418-7001 • Toll free (800) 797-9688
Fax: (860) 418-7053

Radiologic Associates, P.C.
July 7, 2003

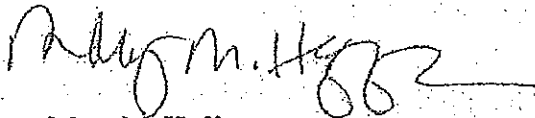
03-30098-DTR
Page 2

6. The service area of OMF will include the towns of Bristol, Burlington, Farmington, Plainville, Southington and the Terryville section of Plymouth.
7. RAPC proposes to obtain a Picker Proview 0.23T Open MRI from Philips Medical Systems at a quoted cost of \$304,599.
8. The capital cost associated with the acquisition of the MRI unit, including construction/renovations and non-medical equipment is \$390,950.
9. Funds for the project will be provided by a conventional loan.
10. RAPC radiologists will provide the MRI interpretation services.
11. RAPC has contracts or billing relationships with all major HMOs, private commercial insurers, Medicare and Medicaid.

Based on the above findings, OHCA has determined that Radiologic Associates, P.C.'s proposal to acquire an open MRI unit for its new imaging center, Open MRI of Farmington, will not require Certificate of Need approval from OHCA pursuant to Section 19a-639 of the Connecticut General Statutes.

Thank you for providing information to OHCA regarding this proposal. If you have any questions concerning this letter, please contact Steven Lazarus at (860) 418-7012.

Sincerely,



Mary M. Heffernan
Commissioner

MMH:lkg
w/cert/prgsrv/2003/condet/30088-DTR

ATTACHMENT B

**OPERATING AGREEMENT
OF
OPEN MRI OF FARMINGTON, LLC**

Dated as of: October 29, 2003

**OPERATING AGREEMENT
OF
OPEN MRI OF FARMINGTON, LLC**

DATE OF AGREEMENT; PARTIES

This Agreement, dated as of _____, 2003 is among the following parties (the "Initial Members"):

John Walker, M.D.
Carlos Badiola, M.D.
Stewart Bober, M.D.
Dennis Ferguson, M.D.
Christopher Leary, M.D.
Folco Scappaticci, M.D.

OPEN MRI OF FARMINGTON, LLC (the "LLC") shall be a party to the Agreement.

BACKGROUND

1. The Initial Members intend to form the LLC under the Limited Liability Company Act of the State of Connecticut (the "LLC Act"), Connecticut General Statutes, § 34-100 *et seq.*, for the principal purpose of owning and leasing MRI equipment and leasing and subleasing commercial real estate.
2. This Agreement sets forth the agreement among the parties as to the internal affairs of the LLC and the conduct of its business.

TERMS AND CONDITIONS

The parties, intending to be legally bound, agree as follows:

Section 1 PRELIMINARY PROVISIONS

1.1 BINDING EFFECT OF AGREEMENT; EFFECTIVE DATE

This Agreement shall bind the Initial Members when all of them have signed it. The effective date of the Agreement (the "Effective Date") shall be the date on which the last of the Initial Members to sign and date it shall have done so.

1.2 ACCEPTANCE OF ARTICLES OF ORGANIZATION

Each Initial Member hereby acknowledges that the member has carefully reviewed the Articles of Organization (the "Articles") as set forth in the attached Exhibit A and that they are acceptable to the members.

1.3 AMENDMENT OF AGREEMENT AND ARTICLES

Except as otherwise expressly provided in this Agreement, no amendment of the Agreement or of the Articles shall be valid unless it is in writing and is signed by all of the members.

1.4 FORMATION OF LLC

The Initial Members have caused the Articles to be filed with the Secretary of State of the State of Connecticut. The Articles as filed are identical in form and content to those set forth in Exhibit A.

1.5 ENTITY STATUS OF LLC

Upon its formation, the LLC shall be a legal entity separate and distinct from its members.

1.6 LLC NAME

The name of the LLC shall be Open MRI of Farmington, LLC

1.7 LLC PURPOSE

The LLC's principal purpose shall be owning and leasing MRI equipment and leasing and subleasing commercial real estate. The LLC shall not engage in any business in which, under the LLC Act or other applicable law, LLCs are not permitted to engage.

1.8 LLC POWERS

In pursuing its lawful purposes, the LLC shall be empowered to do all things that LLCs are permitted to do under the LLC Act.

1.9 LLC PRINCIPAL PLACE OF BUSINESS

Upon its formation, the LLC's principal place of business shall be 353 Scott Swamp Road, Farmington, Connecticut 06032. The members may change the LLC's principal place of business from time to time upon the affirmative vote of members holding a majority of member votes.

1.10 LLC DURATION

The duration of the LLC shall be indefinite.

1.11 IDENTITY OF MEMBERS

On the date of formation of the LLC, the Initial Members shall be the only members of the LLC. Additional and Substituted Members (as defined in Section 6) shall be admitted to the LLC in accordance with Section 6.

1.12 LIMITED LIABILITY OF MEMBERS

No member shall be personally obligated to any third party for any debt, obligation or liability of the LLC solely by reason of being a member. Members shall be liable for their personal conduct as provided by law.

1.13 BUSINESS ASSET PROTECTION

The members intend that to the maximum extent permitted by the LLC Act and by other applicable law, the assets of the LLC shall be unavailable to satisfy obligations incurred by the members in their personal capacity.

1.14 LLC MANAGEMENT STRUCTURE

The LLC shall be managed by the members. The members' information rights shall be governed by Section 3, their voting rights by Section 4, and their dispute resolution rights by Section 20. Their management titles and certain other matters affecting their management rights, responsibilities and compensation shall be governed by Section 7. Their fiduciary duties and liabilities shall be governed by Sections 8 through 14.

1.15 TAXATION OF LLC AND MEMBERS

Under federal tax law and to the maximum extent possible under the tax laws of each state and the District of Columbia, the LLC and its members shall be taxable as a partnership and as partners.

The provisions of this Agreement shall be construed and applied in such a manner as to ensure full compliance with the provisions of the Internal Revenue Code applicable to partnerships and partners and with the regulations thereunder.

1.16 ANNUAL ACCOUNTING PERIOD OF LLC

The LLC's annual accounting period for financial and tax purposes shall be the calendar year.

1.17 LLC METHOD OF ACCOUNTING

The LLC shall use the cash method of accounting to compute its taxable income.

1.18 ADDITION OF LLC AS PARTY TO AGREEMENT

A member has signed this Agreement on behalf of the LLC, and the LLC is a party to the Agreement.

Section 2 MEMBER CONTRIBUTIONS

2.1 CLASSES OF MEMBERS

The LLC shall have a single class of members. Except as otherwise expressly provided in this Agreement, each member shall have the same rights, duties, privileges, authority and liabilities as each other member.

2.2 CONTRIBUTIONS TO BE MADE BY MEMBERS IN EXCHANGE FOR THEIR MEMBERSHIPS

Promptly after the LLC's formation, the Initial Members shall, in exchange for their memberships, make contributions to the LLC of cash, non-cash property and services and promises of cash, non-cash property and services as provided in the attached Exhibit C in accordance with any deadlines set forth in that exhibit.

Members admitted to the LLC after its formation shall make contributions in exchange for their memberships as set forth in amendments to that exhibit.

2.3 VALUATION OF NON-CASH CONTRIBUTIONS

Before any member makes a contribution to the LLC in a form other than money, the members shall determine the value of that contribution in dollars. This determination shall be made by the affirmative vote of members holding a majority of member votes exclusive of the votes of the member making the contribution, and, in the absence of fraud, shall be conclusive.

2.4 CONDITIONS FOR ENFORCEABILITY OF PROMISES TO MAKE CONTRIBUTIONS

No promise by a member to make a contribution to the LLC shall be enforceable unless set forth in this Agreement or in another writing signed by the member.

2.5 COMPROMISES OF PROMISES TO MAKE CONTRIBUTIONS

No promise by a member to make a contribution to the LLC shall be compromised except by the affirmative vote of all of the other members.

2.6 DUTY OF DISABLED MEMBERS, ETC., TO MAKE CONTRIBUTIONS

Each member and the member's representative or successor (as the case may be) shall be obligated to perform any promise by the member to make a contribution to the LLC even if the member is prevented from doing so because of disability, death, or otherwise.

2.7 PENALTIES FOR FAILURE TO CONTRIBUTE

If, by the date specified in Exhibit C, if any, any member (a "Defaulting Member") fails to make a contribution required in that exhibit, the other members by vote of members holding a majority of member votes (exclusive of the votes of the Defaulting Member) may impose upon the Defaulting Member any penalty that the other members agree is reasonable in the circumstances, including:

- (a) Reduction or elimination of the Defaulting Member's proportionate interest in the LLC;
- (b) Forfeiture of all or a portion of the Defaulting Member's Membership Rights (as defined in Section 2.8); or
- (c) Sale of all or a portion of the member's Membership Rights.

In determining which penalty to apply under this Section 2.7, the members shall consult with the LLC's tax adviser under Section 16.

2.8 DEFINITION OF MEMBERSHIP RIGHTS

For purposes of this Agreement, the membership rights of a member (the member's "Membership Rights") shall mean the totality of a member's rights as a member under the Agreement and the LLC Act, including both economic and non-economic rights,

2.9 NO INTEREST ON CONTRIBUTIONS

The members shall earn no interest on their contributions under this Section 2.

2.10 NO REQUIREMENT OF CONTRIBUTIONS EXCEPT AS IN EXHIBIT C

No member shall have a duty to make a contribution to the LLC except as provided in Exhibit C.

2.11 MEMBER LOANS TO LLC

The Initial Members shall make loans to the LLC in accordance with the attached Exhibit D.

2.12 MEMBER GUARANTEES OF LLC OBLIGATIONS

The members shall guarantee the obligations of the LLC in accordance with the attached Exhibit E.

2.13 MEMBERS' AGREEMENT AS TO ADEQUACY OF LLC CAPITAL

Each member hereby acknowledges and agrees that in the member's considered opinion, the contributions, loans and guarantees provided for in this Section 2 and in related exhibits are reasonably sufficient to meet the initial capital needs of the LLC.

2.14 MISCELLANEOUS BENEFITS TO BE PROVIDED BY MEMBERS TO LLC

The members shall provide to the LLC the benefits identified in the attached Exhibit F in accordance with the deadlines and other terms set forth in that exhibit. These benefits may include, for example, sales, leases or licenses of member property to the LLC.

Section 3 RIGHTS AND DUTIES OF MEMBERS WITH RESPECT TO LLC INFORMATION

3.1 MEMBERS' ACKNOWLEDGEMENT OF IMPORTANCE OF LLC INFORMATION

The members hereby acknowledge the critical importance of LLC information as a basis for their exercising their rights and performing their duties under this Agreement. The right of the members to have access to and to use LLC information and certain related rights are addressed in Section 3.2. The members' duty to provide information to one another is addressed in Sections 11 and 12. Their duty to maintain the confidentiality of certain LLC information is addressed in Section 13. The LLC's duty to compile and maintain certain non-tax information and records is addressed in Section 15. The LLC's duty to compile and maintain and to provide to the members certain tax information is addressed in Section 16.5.

3.2 MEMBERS' RIGHT OF ACCESS TO LLC INFORMATION, ETC.

Subject to Section 13.1 (concerning the confidentiality of certain LLC information) and any applicable federal or state laws and regulations, including laws and relations concerning the privacy of employee medical information, each member shall be entitled to have access to all information and records in the possession and control of the LLC and to copy and use this information and these records for any purpose reasonably related to the member's membership.

Section 4 MEETINGS AND DECISION-MAKING

4.1 MEETINGS

The members shall meet at least once each year to discuss and evaluate the condition of the LLC's business and internal affairs and the members' performance and, to the extent appropriate, to agree on means of improving them. Each member shall make every reasonable effort to participate in each such meeting in person, by telephone or otherwise.

4.2 MEMBERS' RIGHT TO BE HEARD

Each member shall have a reasonable opportunity to be heard by the other members on all matters relating to the business and internal affairs of the LLC ("LLC Matters") and to influence the decision of those matters.

4.3 CONSENSUS

The members shall seek diligently and in good faith to decide all LLC Matters by consensus. They shall decide LLC Matters by voting only if they cannot achieve consensus.

4.4 MATTERS ON WHICH MEMBERS MAY VOTE

Except as otherwise expressly provided in this Agreement, each member shall have the right to vote on all LLC Matters.

4.5 NUMBER OF VOTES THAT MEMBERS MAY CAST

Except as otherwise expressly provided in this Agreement, each member shall have one vote on each LLC Matter.

4.6 NUMBER OF VOTES NECESSARY TO DECIDE LLC MATTERS

Except as otherwise expressly provided in this Agreement, each LLC Matter shall be decided by the affirmative vote of members holding a majority of member votes.

4.7 METHOD OF VOTING

Members may vote in person, by phone, by e-mail, by fax or by any other reasonable means.

4.8 RECORDS OF MEETINGS AND DECISIONS

Promptly after the LLC's formation, the members shall appoint a member as the secretary of the LLC. The secretary shall have responsibility for preparing and for promptly circulating among the members written records of:

- (a) All significant points made the members at LLC meetings; and
- (b) All significant member decisions by consensus or vote.

No delay or failure of the secretary to perform these functions shall affect the validity of any decision by the members.

Section 5 ALLOCATIONS AND DISTRIBUTIONS TO THE MEMBERS; RELATED MATTERS

5.1 DEFINITION OF ALLOCATION

For purposes of this Agreement, an allocation of LLC profits to a member shall mean an apportioning of those profits on the books of the LLC for distribution to the member upon the satisfaction of the conditions for distributions set forth in this Agreement.

5.2 STATUS OF MEMBERS AS CREDITORS OF LLC WITH RESPECT TO ALLOCATIONS OF PROFITS

With respect to profits allocated to a member under this Agreement, the member shall have the status of a creditor.

5.3 FORMULA FOR ALLOCATIONS OF LLC PROFITS AND LOSSES AMONG THE MEMBERS

The LLC shall allocate its profits and losses to the members in proportion to their respective contributions to the LLC;

PROVIDED:

- (a) Allocations in Respect of Contributed Non-Cash Property. If a member makes a contribution of non-cash property to the LLC, the LLC shall allocate its income, gains, deductions, losses and other tax items to the member in respect of this contribution in accordance with Internal Revenue Code section 704 (c) (1) (A) and the regulations thereunder.
- (b) Allocations Disproportionate to Capital Contributions. If the LLC allocates any of its profits and losses to a member in a manner that is disproportionate to the member's share of LLC contributions, the LLC shall make this allocation in compliance with the requirements of Internal Revenue Code Section 704(b) and the regulations thereunder.

For purposes of this Section 5.3, contributions shall (except as otherwise expressly provided in this Agreement) include only the value of contributions which the LLC has actually received from the members and has not returned.

5.4 DEFINITION OF DISTRIBUTION, INTERIM DISTRIBUTION AND LIQUIDATING DISTRIBUTION

- (a) Definition of Distribution; Exclusion of Compensation. For purposes of this Agreement, a distribution of the profits or other assets of the LLC to a member (a "Distribution") shall mean a transfer of these profits or other assets to a member in the member's capacity as a member in cash, by check or otherwise. Payments specifically identified in this Agreement as compensation to members for services to or on behalf of the LLC shall not be deemed to be Distributions within the meaning of this Agreement.
- (b) Interim Distribution. For purposes of this Agreement, an interim distribution (an "Interim Distribution") shall mean any Distribution except a Distribution:
 - (i) In connection with the LLC's purchase of the member's LLC Interest (as defined in Section 5.5); or
 - (ii) In connection with the LLC's liquidation.
- (c) Liquidating Distribution. For purpose of this Agreement, a liquidating distribution (a "Liquidating Distribution") shall mean any Distribution except an Interim Distribution.

5.5 DEFINITION OF LLC INTEREST

For purposes of this Agreement, a member's LLC interest shall mean:

- (a) The member's share of the LLC's profits and losses; and
- (b) The member's right to receive distributions of the LLC's assets.

5.6 FORMULA FOR ALLOCATIONS OF INTERIM DISTRIBUTIONS AMONG THE MEMBERS

The LLC shall allocate Interim Distributions among the members in accordance with the same formula on the basis of which it allocates its profits and losses among them.

5.7 DISTRIBUTIONS IN KIND

If this Agreement or applicable law require the LLC to make a Distribution to any member:

- (a) The member may not require the LLC to make this Distribution except in the form of cash; and
- (b) The LLC may not compel a member to accept the Distribution except in the form of cash.

5.8 NO LLC DUTY TO MAKE INTERIM DISTRIBUTIONS

The LLC shall have no duty to make Interim Distributions to the members except as expressly provided in this Agreement or as determined from time to time by the unanimous affirmative vote of the members;

PROVIDED, that the LLC shall make Interim Distributions in accordance with the provisions of Section 17.8 to the extent necessary to enable members to pay taxes on their shares of LLC profits.

5.9 LIQUIDATING DISTRIBUTIONS

The LLC shall make Liquidating Distributions to members in connection with its purchase of their Membership Rights in accordance with Section 6. The LLC shall make Liquidating Distributions to members in connection with the liquidation of the LLC in accordance with Section 5.10.

5.10 PAYMENTS AND DISTRIBUTIONS OF LLC ASSETS IN CONNECTION WITH LLC'S LIQUIDATION

Upon completion of the LLC's winding-up, and, to the extent reasonably practicable, on or before the date of termination of the LLC's legal existence, the LLC shall (subject to any applicable provisions of section 704 (b) of the Internal Revenue Code and other applicable federal and state law) pay out its assets in connection with its liquidation in the following order:

- (a) Payment of Creditors. First, the LLC shall pay (or shall make adequate provision to pay) its creditors.
- (b) Distributions to Members of Allocated Assets. Second, the LLC shall distribute its assets to members in satisfaction of its liabilities for Interim Distributions to them under this Agreement.
- (c) Distributions to Members to Return Their Contributions. Third, the LLC shall distribute its assets to members for the return of their contributions.

- (d) Distributions in Accordance with Section 5.3. Fourth, the LLC shall distribute its assets to members in accordance with the allocation formula set forth in Section 5.3.

5.11 CAPITAL ACCOUNT – DEFINITION

A member's capital account (the member's "Capital Account") shall mean the dollar amount of the member's claim on the capital of the LLC (or, if the member has a negative capital account, of the LLC's claim on the capital of the member).

5.12 DUTY OF LLC TO COMPUTE MEMBERS' CAPITAL ACCOUNTS

The LLC shall compute the Capital Account of each member (as defined in Section 5.11) on a reasonably current basis.

5.13 METHOD OF COMPUTING MEMBERS' CAPITAL ACCOUNTS

Except as otherwise required by U.S. Treasury Regulation Section 1.704-1(b)(iv) and other applicable U.S. Treasury Department regulations as in effect from time to time, the LLC shall compute the Capital Account of each member as follows:

- (a) Addition of Amount of Money. The LLC shall add to the member's Capital Account the amount of any money that the member contributes to the LLC.
- (b) Addition of Fair Market Value of Property. The LLC shall add to the member's Capital Account the fair market value of any property that the member contributes to the LLC (net of liabilities secured by this property that the LLC assumes or takes subject to under Internal Revenue Code Section 752).
- (c) Addition of Allocations. The LLC shall add to the member's Capital Account any LLC profits or other assets that it allocates to the member.
- (d) Subtraction of Losses. The LLC shall subtract from the member's Capital Account any LLC loss that it allocates to the member.
- (e) Subtraction of Distributions of cash. The LLC shall subtract from the member's Capital Account the amount of any cash that it distributes to the member.
- (f) Subtraction of Fair Market Value of Distributions of Property. The LLC shall subtract from the member's Capital Account the fair market value of any property that it distributes to the member.

5.14 UNLAWFUL DISTRIBUTIONS

The LLC shall make no Unlawful Distribution of its assets to any member. Except as otherwise provided under the LLC Act, a distribution shall be an Unlawful Distribution within the meaning of this Agreement in either of the following circumstances:

- (a) Net Worth Test. A distribution shall be an Unlawful Distribution if, immediately after the distribution, the aggregate value of the LLC's liabilities would exceed the aggregate value of its assets.

(b) Solvency Test. A distribution shall be an Unlawful Distribution if, as a result of the distribution, the LLC would be unable to pay its reasonably foreseeable obligations as they become due.

5.15 LIABILITY FOR AUTHORIZING OR RECEIVING UNLAWFUL DISTRIBUTIONS

Members who vote to authorize Unlawful Distributions or who receive these distributions shall be liable as provided in the LLC Act.

5.16 DRAWS

During the fiscal year of the LLC, members shall be entitled to receive Draws on their shares of projected LLC profits for that year in accordance with the attached Exhibit G. For purposes of this Agreement, a Draw shall mean an Interim Distribution by the LLC to a member during a given year on the basis of a projection as to the member's share of LLC profits for that year.

5.17 REIMBURSEMENT OF EXPENSES

If any member incurs a reasonable expense on behalf of the LLC and reasonably documents this expense to the LLC, the LLC shall reimburse the member or manager for this expense as promptly as reasonably possible after receiving this documentation.

5.18 MISCELLANEOUS BENEFITS TO BE PROVIDED TO MEMBERS BY THE LLC

In addition to the benefits described above in this Section 5, the LLC shall provide miscellaneous benefits to its members in accordance with the attached Exhibit H. These benefits may include, for example, the hiring of members as LLC consultants and the sale, lease and license of LLC property to members.

Section 6 ADMISSIONS OF ADDITIONAL MEMBERS; TRANSFERS AND PLEDGES OF MEMBERSHIP RIGHTS

6.1 ADMISSION OF ADDITIONAL MEMBERS TO THE LLC

The members shall admit no person as an additional member of the LLC after the LLC's formation (an "Additional Member") except upon the affirmative vote of members holding a majority of member votes.

6.2 RESTRICTION ON RIGHT OF MEMBERS TO TRANSFER OR PLEDGE THEIR MEMBERSHIP RIGHTS

Except the consent of other members holding a majority of member votes (exclusive of member votes held by the member in question):

- (a) No member shall transfer all or any part of the member's rights as a member (whether these rights are economic or non-economic) to any transferee (a "Substituted Member"), including another member; and
- (b) No member shall pledge all or any part of the member's rights to any person.

6.3 DEFINITION OF TRANSFER

For purposes of this Section 6, "transfer" shall include:

- (a) Transfers by sale;
- (b) Transfers by gift;
- (c) Transfers (whether by will, trust or otherwise) taking effect on the death of the transferor; and
- (d) Involuntary transfers, including transfers by operation of law and pursuant to divorce and bankruptcy decrees.

6.4 SIGNATURE OF AGREEMENT AS CONDITION FOR ADMISSION AND ADDITIONAL AND SUBSTITUTED MEMBERS

No person shall be admitted as an Additional or Substituted Member of the LLC until the Additional or Substituted Member signs this Agreement (as it may be amended from time to time before the admission of the Additional or Substituted Member).

6.5 RIGHT OF LLC AND OTHER MEMBERS TO ACQUIRE A MEMBER'S LLC INTEREST UPON THE MEMBER'S DISSOCIATION

Except as otherwise provided in this Agreement, the LLC may require a member to promptly sell all or any part of the member's LLC interest to the LLC or to the other members for its then fair value and upon other reasonable purchase terms if:

- (a) The member is dissociated from the LLC under Section 7; or
- (b) An arbitrator orders such a sale under Section 20 on the ground that it is fair and reasonable in the circumstances.

6.6 ELECTION UNDER INTERNAL REVENUE CODE SECTION 754

Before any member transfers any of the member's rights as a member to any person, the members shall negotiate in good faith and shall agree whether to file an election under Internal Revenue Code section 754 to adjust the basis of LLC property in connection with that transfer.

6.7 BUY-SELL ARRANGEMENTS

Except as expressly set forth in this Agreement:

- (a) No Puts. No member shall have the right to require the LLC or the members to purchase all or any part of the member's Membership Rights.
- (b) No Calls. The LLC and the members shall have no right (including any right of first refusal or similar right) to require a member to sell all or any of these rights to the LLC or to other members.

6.8 TRANSFERS AND PLEDGES OF MEMBERSHIP RIGHTS IN BREACH OF THIS AGREEMENT

Transfers and pledges of Membership Rights in breach of the terms of this Agreement shall be void and of no effect.

6.9 REQUIRED PURCHASE

Notwithstanding any other provisions of this Operating Agreement, the LLC shall purchase, and the estate of a deceased member shall sell to the LLC, the entire membership interest of a deceased member for its fair value at the time of death of such member and upon other reasonable purchase terms. If the LLC and the estate of the deceased member cannot agree on the purchase price or other purchase terms, these matters shall be decided by arbitration under Section 20 hereof.

Section 7 MEMBER DISSOCIATIONS

7.1 EVENTS OF DISSOCIATION

A member shall be dissociated only upon the occurrence of one of the following events:

- (a) Death, Etc. A member who is an individual shall be dissociated upon the member's death (or, if the member is an entity, upon incurring a dissolution or equivalent event).
- (b) Disability. A member who is an individual shall be dissociated upon incurring a Total Disability (as defined in Section 7.4).
- (c) Bankruptcy. A member shall be dissociated upon incurring bankruptcy.
- (d) Resignation. A member shall be dissociated upon resigning from the LLC in accordance with Section 7.7.
- (e) Transfer of Entire LLC Interest. A member shall be dissociated upon transferring the member's entire LLC interest to another person.
- (f) Expulsion. A member shall be dissociated upon being expelled from membership in the LLC in accordance with Sections 7.8 and 7.9.

- (g) Sale, etc., of management rights. A member shall be dissociated upon selling or otherwise transferring all of the member's management rights (as defined in Section 7.2).

7.2 CERTAIN CONSEQUENCES OF DISSOCIATION

Except as otherwise expressly provided in this Agreement, a member who is dissociated from the LLC shall immediately lose all of the member's management rights.

For purposes of this Agreement, management rights shall mean all rights of a member as a member except the member's right to receive allocations of LLC profits and losses and distributions of LLC assets.

7.3 NO DISTRIBUTIONS, ETC., TO DISSOCIATED MEMBERS IN CONNECTION WITH THEIR DISSOCIATION

Except as otherwise provided in this Agreement, a member's dissociation shall not entitle the member to receive any distribution of LLC profits or other assets or to receive any payment for the member's LLC interest.

7.4 DEFINITION OF TOTAL DISABILITY

A member shall be deemed to have incurred a Total Disability within the meaning of Section 7.1 (b) if, by reason of any physical or mental disability, the member is unable to participate significantly in the business and internal affairs of the LLC for 180 consecutive days.

7.5 DETERMINATION OF TOTAL DISABILITY

Whether a member has incurred a Total Disability and the date on which the member has incurred a Total Disability shall be determined by the vote of other members holding a majority of member votes (except the votes of the member about whose disability they are voting). All such determinations shall be subject to review in arbitration under Section 20.

7.6 DEFINITION AND EFFECTIVE DATE OF RESIGNATION

For purposes of this Section 7, the resignation of a member means the member's voluntary renunciation of the member's right to participate in the business and internal affairs of the LLC by voting, signing contracts and otherwise. A member shall be deemed to have resigned from the LLC within the meaning of this Section 7 on the effective date of the notice of resignation described in Section 7.7.

7.7 RIGHT OF MEMBERS TO RESIGN FROM LLC; NOTICE OF RESIGNATION

A member may without liability resign as a member of the LLC by giving written notice of resignation to the other members. The resignation shall be effective 60 days after all of the other members have received the notice.

7.8 MEMBER EXPULSIONS

A member may be expelled from the LLC in the following circumstances:

- (a) Breach of Agreement. The member materially breaches this Agreement and fails to cure the breach within a reasonable time after receiving notice of it;
- (b) Certain Misconduct. The member engages in misconduct that causes or is likely to cause a material adverse impact on the reputation of the LLC or on its business; or
- (c) Fraud or Illegality. The member engages in fraudulent or illegal actions relating to the business or internal affairs of the LLC.

7.9 VOTING REQUIREMENT FOR EXPELLING A MEMBER

- (a) LLC Has At Least Three Members. If the LLC has at least three members and one or more members wish to expel a member, the member may be expelled by the affirmative vote of other members holding at least two thirds of member votes (excluding the votes of the member sought to be removed).
- (b) LLC Has Two Members. If the LLC has only two members, either member may petition an arbitrator to order the expulsion of the other.

7.10 PURCHASE OF EXPELLED MEMBER'S LLC INTEREST

If the LLC or the other members exercise their right under Section 6.5 to purchase the LLC interest of an expelled member and if the LLC and the other members cannot agree with the expelled member on the purchase price or on the other terms of this purchase, these matters shall be decided by arbitration under Section 20.

In deciding any such arbitration, the arbitrator shall consider all relevant factors, including the effect on the LLC of the conduct of the expelled member resulting in the expulsion.

Section 8 MEMBERS' TITLES AND FUNCTIONAL RESPONSIBILITIES AS MEMBERS; RELATED MATTERS

8.1 MEMBERS' TITLES

In exercising their responsibilities as members of the LLC, the members may use the title "manager," "president," or any other title approved by affirmative vote of members holding a majority of member votes. _____, M.D. shall serve as President of the LLC until such time as he may be replaced by an affirmative vote of members holding a majority of member votes.

8.2 MEMBERS' RIGHT TO BIND LLC

The President shall have the right to bind the LLC in dealings with third parties;

PROVIDED, that except with the advance approval of members holding a majority of member votes, the President shall not bind the LLC under any contract or related series of contracts involving an aggregate financial exposure to the LLC exceeding \$10,000.

8.3 MEMBERS' MANAGEMENT RESPONSIBILITIES – IN GENERAL

Except as otherwise set forth in this Agreement, each member shall have general responsibility for managing the business and internal affairs of the LLC. Members shall have any additional management responsibilities that are set forth in this Agreement or that the members may determine from time to time by affirmative vote of members holding a majority of member votes.

8.4 MEMBERS' RESPONSIBILITY TO OBTAIN TAX IDENTIFICATION NUMBER, INSURANCE, BANK ACCOUNT, ETC.

Before or promptly after the LLC begins its business activities, the members shall do the following:

- (a) Tax Identification Numbers. They shall obtain for the LLC a federal tax identification number and any necessary state tax identification numbers.
- (b) Bank Accounts. They shall open any necessary bank accounts for the LLC.
- (c) Insurance. They shall obtain on commercially reasonable terms insurance policies covering all reasonably foreseeable LLC business risks.
- (d) Miscellaneous. They shall do all other things necessary or useful in connection with the commencement of the LLC's business.

8.5 MEMBERS' RESPONSIBILITY TO ENSURE LLC'S COMPLIANCE WITH LAWS AND REGULATIONS, ETC.

Before the LLC conducts business in this State or in any other any state, the members shall ensure that the LLC is in compliance with all applicable federal, state and local laws, regulations and ordinances, including federal and state tax and securities laws, laws governing the registration and taxation of foreign LLCs, and regulations governing specific professions, trades and businesses.

8.6 MEMBER TIME COMMITMENTS AND SPECIFIC RESPONSIBILITIES

Each member shall commit time to the LLC and shall be responsible for LLC functions as set forth in the attached Exhibit I. The members hereby acknowledge and agree that the time commitments and member functional responsibilities set forth in Exhibit I comprehensively address the LLC's initial operational needs.

8.7 MEMBER COMPENSATION AND WORK-RELATED BENEFITS

The members shall be compensated for their services as members and shall receive work-related benefits from the LLC, including health and life insurance, paid vacation and sick leave, in accordance with Exhibit J.

Section 9 MEMBERS' DUTY OF LOYALTY

9.1 DUTY OF LOYALTY – GENERAL RULE

In all LLC Matters, each member shall, except otherwise provided in this Agreement, act exclusively and zealously in the best interest of the LLC.

9.2 DUTY NOT TO COMPETE AGAINST THE LLC, ETC.

In any geographical area where the LLC is engaged in a specific line of business or has definite plans (as evidenced by LLC documents) to engage in that line of business, no member during the period of the member's membership and until the second anniversary of the date on which the member ceases to be a member:

- (a) Shall compete directly or indirectly against the LLC; or
- (b) Shall induce or seek to induce any other member or any employee of the LLC to work for any other business.

PROVIDED, that the member may take actions inconsistent with Sections 9.2(a) or (b) upon disclosing all material facts to the other members and obtaining the advance consent of other members holding a majority of member votes (exclusive of the member votes, if any, of the member who wishes to compete against the LLC).

9.3 DUTIES WITH RESPECT TO LLC BUSINESS OPPORTUNITIES

If a member learns (whether in the course of LLC business or otherwise) of a business opportunity potentially valuable to the LLC, the member shall promptly disclose the opportunity to the LLC and shall not exploit the opportunity for the member's personal benefit unless:

- (a) Within 15 business days after receiving notice of the opportunity, the LLC rejects it; or
- (b) After accepting it, the LLC fails to exploit it with reasonable promptness and diligence.

Whether the LLC shall accept the opportunity shall be decided in each case by the affirmative vote of other members holding a majority of member votes (exclusive of the member votes, if any, of the member who wishes to exploit the opportunity).

9.4 DUTIES IN DOING BUSINESS WITH LLC

No member shall engage directly or indirectly in any business arrangement or transaction with the LLC on the member's own behalf or on behalf of a disclosed or undisclosed third party except:

- (a) After making full disclosure to the LLC; and
- (b) After receiving the advance consent of other members holding a majority of member votes (exclusive of the member votes, if any, of the member wishing to engage in business with the LLC).

The terms of any business engagement permitted under this Section 9.4 shall be arm's-length terms.

9.5 DUTY TO AVOID IMPROPER PERSONAL BENEFITS

If any member directly or indirectly receives from any person a monetarily significant benefit, including cash, in connection with the member's activities as a member of the LLC, the member shall promptly transfer this benefit to the LLC;

PROVIDED, that the member may retain the benefit if authorized to do so:

- (a) By this Agreement; or
- (b) By the advance consent of other members holding a majority of member votes (exclusive of the member votes, if any, of the member in question).

9.6 OTHER COMMITMENTS

Except with the advance consensus of the other members or upon the affirmative vote of members holding a majority of member votes (exclusive of the votes of the member in question), no member shall commit any substantial time or effort to any professional activity except the member's activities under this Agreement and the practice of medicine by each member as a physician for Radiologic Associates of Bristol, P.C.

Section 10 MEMBERS' DUTY OF CARE

10.1 DUTY OF CARE

The members shall perform their membership responsibilities under this Agreement to the best of their abilities;

PROVIDED, that the members shall be liable for violations of their duty of care under this Agreement only as provided in Section 10.2.

10.2 PERSONAL LIABILITY OF MEMBERS

The members shall be personally liable to the LLC for money damages and other relief only if, in exercising their membership responsibilities:

- (a) They fail to exercise the skill, care and diligence that an ordinarily prudent person would exercise under similar circumstances; and
- (b) They are unable to rely on the defenses to liability set forth in Sections 10.3 and 10.4.

10.3 NO MEMBER LIABILITY IF MEMBER RELIES ON LLC INFORMATION, ON OTHER LLC MEMBERS, ETC.

No member as a member shall be personally liable to the LLC or to the members for any claim of violation of the member's duties under this Section 10 to the extent that, with respect to the matter in question, the member has acted in reasonable reliance on:

- (a) LLC records;
- (b) Other LLC members, employees, officers, agents or consultants of the LLC;
- (c) Other persons whom, at the time of the action, the member reasonably believed to be competent in the matter in question; or
- (d) Any provision of this Agreement.

10.4 NO MEMBER LIABILITY FOR ACTIONS TAKEN IN GOOD FAITH, ETC.

No member shall be personally liable for a breach of any duty of the member under this Section 10 if, with respect to the matter in question, the member has acted:

- (a) In good faith;
- (b) In the reasonable belief that the action was in the best interest of the LLC; and
- (c) With reasonable diligence.

Section 11 MEMBERS' DUTY OF COOPERATION

Each member shall promptly cooperate to the fullest reasonable extent with the other members in seeking the success of the LLC and shall make every reasonable effort to support the other members' activities on behalf of the LLC.

Section 12 MEMBERS' DUTY OF CANDOR IN FORMING THE LLC

12.1 REPRESENTATIONS BY ALL MEMBERS

Each member warrants in the member's capacity as a member as follows:

- (a) Freedom of Member to Enter into Agreement, Etc. The member is legally free to enter into this Agreement and to perform the member's obligations under the Agreement in accordance with its terms and is not prevented from doing so by order of any court or other governmental authority, by any agreement with a third

party (including an employment agreement, noncompetition agreement or nondisclosure agreement) or by any other cause.

- (b) Good Faith, Full Disclosure, Etc., in Negotiating Terms of Agreement. In negotiating and entering into this Agreement, the member has acted fairly and in good faith and has disclosed to the other members all information reasonably likely to be relevant to them in determining whether to enter into the Agreement.
- (c) Access to Legal Advice, Etc. Before accepting the terms of this Agreement, the member has had every reasonable opportunity to consider these terms and to review them with the member's personal attorney.
- (d) Free Acceptance of Terms, Etc. The member has accepted the terms of this Agreement knowingly and freely.

12.2 DUTY TO UPDATE

If, after a member signs this Agreement, the member discovers that any of the above representations were erroneous when made by him or have become erroneous, the member shall immediately so advise the other members.

Section 13 MEMBERS' DUTY OF CANDOR IN OPERATING THE LLC

13.1 DUTY OF CANDOR

In all LLC matters, each member shall deal honestly with the other members, and, promptly after becoming aware of any idea or information that is material to the business and affairs of the LLC, shall disclose it to the other members;

PROVIDED, that no member shall be required to disclose any information under this Section 13 that is confidential under any federal or state law concerning individual privacy.

13.2 NO ADVERSE TREATMENT

No member shall receive any adverse treatment from the LLC or the other members for any good faith exercise of the member's duty of candor under Section 13.1.

Section 14 MEMBERS' DUTY OF CONFIDENTIALITY

14.1 MEMBERS' DUTY TO MAINTAIN CONFIDENTIALITY OF LLC INFORMATION

- (a) Maintenance of Confidentiality of Confidential Information. The members shall use every reasonable means to maintain the confidentiality of Confidential Information (as defined in Section 14.2).
- (b) No Disclosure of Confidential Information to Third Parties. Except as required in conducting the business and internal affairs of the LLC or by

federal or state law, the members shall not disclose Confidential Information to any third party.

- (c) Copying of Media Containing Confidential Information. The members shall make copies of documents and other media containing Confidential Information only for the benefit of the LLC.
- (d) Use of Confidential Information. The members shall use Confidential Information only for the benefit of the LLC.
- (e) Return of Confidential Information. Promptly after ceasing to be members, the members shall return to the LLC all documents and other media in their possession or control that contain Confidential Information.

14.2 DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, Confidential Information means:

- (a) The terms of this Agreement;

PROVIDED, that a member may disclose these terms on a confidential basis to his or her spouse and professional advisers;
- (b) Information that the LLC maintains in confidence;
- (c) Information that the member knows to be proprietary to the LLC;
- (d) Financial information relating to the LLC and to the members;
- (e) Information relating to LLC marketing and business plans and strategies;
- (f) Information concerning the design and manufacture of LLC products and concerning methods of providing LLC services;
- (g) Information in LLC personnel files and similar files relating to LLC members and employees;
- (h) Information entrusted to the LLC in confidence by third parties; and
- (i) Information reasonably designated by the members as Confidential Information.

14.3 EXCEPTIONS TO DUTY OF CONFIDENTIALITY

Section 14.1 shall not apply to the following types of information:

- (a) Information Already Possessed by the Recipient, Etc. It shall not apply to information already lawfully possessed by a member (a "Recipient") before its disclosure to the member lawfully obtains from another source after receiving it from the LLC.

- (b) Information in the Public Domain. It shall not apply to information that is already in the public domain at the time of its disclosure to the Recipient or that thereafter enters the public domain through no fault of the Recipient.
- (c) Information Whose Disclosure Is Ordered by a Court, Etc. It shall not apply to information whose disclosure is permitted or required by final order of a court of competent jurisdiction.
- (d) Information Disclosed in Arbitration. It shall not apply to information whose disclosure is made on a confidential basis to an arbitrator in an arbitration under Section 20; and
- (e) Information Disclosed by LLC without Restriction, Etc. It shall not apply to information that the LLC discloses without restriction to any person other than the Recipient.

14.4 BINDING EFFECT; TERMINATION

This Section 14:

- (a) Shall bind each Recipient even after the Recipient ceases to be a member; and
- (b) Shall terminate upon the termination of the legal existence of the LLC.

Section 15 MEMBERS' DUTIES OF GOOD FAITH AND FAIR DEALING; MISCELLANEOUS FIDUCIARY PROVISIONS AND RELATED PROVISIONS

15.1 DUTIES OF GOOD FAITH AND FAIR DEALING

In all LLC matters, members in their capacity as members shall act in good faith and shall deal fairly with the LLC and with the members.

15.2 RESTRICTION OF FIDUCIARY DUTIES, ETC.

The members shall be subject to fiduciary duties and to liability for breaches of these duties only as provided in this Agreement.

15.3 WHO MAY MAKE A CLAIM AGAINST A MEMBER

Any member in the member's capacity as a member may make a claim under or relating to this Agreement against any other member.

15.4 FORUM; REMEDIES

Subject to any contrary provisions in Section 20 (relating to arbitration):

- (a) Any claim against a member in the member's capacity as a member shall be decided in arbitration under Section 20.

- (b) In any such arbitration, the arbitrator may impose any legal or equitable remedy that the arbitrator determines to be reasonable in the circumstances.

15.5 STANDARD OF PROOF OF CLAIM

Any claim against a member under or relating to this Agreement shall be deemed to be proven if supported by a preponderance of the evidence.

15.6 INDEMNIFICATION OF MEMBERS

If any person makes a claim against a member under or relating to this Agreement, the LLC shall indemnify the member for reasonable expenses and for damages or settlement amounts reasonably incurred by the member in respect of the claim if other members holding a majority of member votes (exclusive of the member votes, if any, of the member who is the subject of the claim) determine that indemnification is reasonable in the circumstances.

15.7 ADVANCEMENT OF ARBITRATION AND LITIGATION EXPENSES TO MEMBERS

The LLC shall advance arbitration and litigation expenses to a member for the defense of claims against a member under or relating to this Agreement if both of the following conditions are met:

- (a) Probability of No Liability. Other members holding a majority of member votes (excluding the member votes, if any, of the member who is the subject of the claim) determine that it is probable that the member is not liable for the claim.
- (b) Promise by Member to Return Advances, Etc. The member promises to return all such advances to the LLC if the court, arbitrator or other relevant tribunal deciding the claim finds that the member is liable for it.

15.8 LIABILITY INSURANCE FOR MEMBERS

Whether the LLC shall maintain an insurance policy to cover a liability of a member arising from a claim against the member under or relating to this Agreement shall be determined by the affirmative vote of members holding a majority of member votes (exclusive of votes held by the member in question).

Section 16 LLC INFORMATION AND RECORDS

16.1 INFORMATION AND RECORDS TO BE MAINTAINED BY LLC

The LLC shall maintain at its principal place of business:

- (a) A current and a past list, setting forth in alphabetical order the full name and last known mailing address of each member and manager, if any;
- (b) A copy of the articles of organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the articles of amendment have been executed;

- (c) Copies of the limited liability company's federal, state and local income tax returns and financial statements for the three most recent years or, if such returns and statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the members to enable them to prepare their federal, state and local tax returns for such period;
- (d) Copies of any effective written operating agreements, and all amendments thereto, and copies of any written operating agreements no longer in effect; and
- (e) Other writings, if any, prepared pursuant to a requirement in this Agreement.

16.2 BOOKS OF ACCOUNT

The LLC shall maintain books of account concerning the business and affairs of the LLC that are:

- (a) Accurate;
- (b) Reasonably current; and
- (c) In compliance with financial and other standards normally applicable to the records of business organizations generally similar to the LLC in size and business activities.

Section 17 LLC TAX PLANNING AND COMPLIANCE

17.1 IMPORTANCE OF TAX PLANNING AND COMPLIANCE

The parties acknowledge the importance to the LLC and the members of:

- (a) Competent tax planning for the LLC and for the members as members; and
- (b) Full compliance by the LLC and by the members with federal and state tax requirements applicable to the LLC and the members in their capacity as such.

17.2 APPOINTMENT AND REPLACEMENT OF LLC TAX ADVISER

In connection with its formation and on a continuing basis thereafter, the members hereby appoint as the LLC's tax adviser the individual or firm identified in the attached Exhibit K. This individual or firm shall have expertise in all areas of tax practice relevant to the needs of the LLC and its members in their capacities as such and in particular in the field of federal partnership taxation.

The members may replace the LLC's tax adviser from time to time upon the affirmative vote of members holding a majority of member votes.

17.3 COOPERATION WITH TAX ADVISER

The parties shall cooperate with the LLC's tax adviser to the maximum reasonable extent to ensure adequate LLC tax planning and compliance.

17.4 LLC TAX RETURNS

On a timely basis each year, the LLC shall accurately complete and file its federal tax return and all applicable state returns.

17.5 LLC PROVISION OF TAX INFORMATION TO MEMBERS

As soon as reasonably possible after the close of each of its taxable years, the LLC shall provide each member with completed federal and state tax forms and with all other documents and information relevant to the federal and state tax liabilities of the member as a member of the LLC;

PROVIDED, that each member shall have sole responsibility for preparing and timely filing the member's federal and state tax returns and for paying the member's taxes, and the LLC shall have no responsibility or liability with respect to these matters.

17.6 LLC COMPUTATION AND RECORDING OF MEMBERS' CONTRIBUTIONS, ETC.

The LLC shall compute on a current basis and in accordance with applicable U.S. Treasury Department regulations the contributions of each member to the LLC and the member's adjusted tax bases in the member's LLC interest.

The LLC shall maintain current and accurate records concerning members' contributions and adjusted tax bases and, promptly after the request of any member, shall make these records available to the member.

17.7 PLANNING OF INDIVIDUAL TRANSACTIONS

Before undertaking any major transaction involving the LLC or any member in the member's capacity as a member:

- (a) Consultation with partnership tax experts. The LLC and each affected member shall consult with one or more partnership tax experts concerning the tax implications of the transaction.
- (b) Tax Elections, Etc. The LLC and affected members shall make any tax elections and shall take any other actions necessary or appropriate in the circumstances to ensure tax compliance and maximum lawful tax avoidance.

The issue of the fairness of the transaction to the LLC and to the members shall be subject to arbitration under Section 20.

17.8 TAX DISTRIBUTIONS

If any member requires a distribution of all or any portion of the member's share of LLC profits in order to pay the member's federal or other taxes on the member's share of these

profits for any taxable year, the LLC shall, to the extent that its financial condition reasonably permits, make this distribution to the member on a timely basis;

PROVIDED, that as a condition for the distribution, the LLC may, under reasonable conditions of confidentiality, require the member to disclose to the LLC's tax adviser relevant information concerning the member's tax and financial affairs.

17.9 TAX MATTERS PARTNER

The members shall appoint a member to serve as the LLC's tax matters partner for purposes of unified administrative and judicial federal tax proceedings under Internal Revenue Code section 6231 (a) (1).

Section 18 LLC DISSOLUTION, WINDING-UP AND LIQUIDATION

18.1 DEFINITION OF LLC DISSOLUTION, ETC.

For purposes of this Agreement, the following terms shall have the following meanings:

- (a) Dissolution. The dissolution of the LLC shall mean the cessation of its normal business activities and the beginning of the process of winding up its business and internal affairs and of liquidating it.
- (b) Winding-up. The winding-up of the LLC shall mean the process of concluding its existing business activities and preparing for its liquidation.
- (c) Liquidation. The liquidation of the LLC shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the members.

18.2 EVENTS CAUSING DISSOLUTION

The LLC shall be dissolved in the following situations:

- (a) Vote of the Members. The LLC shall be dissolved upon the affirmative vote of members holding a majority of member votes.
- (b) Government Order. The LLC shall be dissolved upon the issuance of an order of dissolution by a court or by the Secretary of State or
- (c) Arbitrator's Order. The LLC shall be dissolved upon the issuance of an order of dissolution by an arbitrator under Section 20.

18.3 EFFECTIVE DATE OF DISSOLUTION OF LLC BY VOTE OF MEMBERS

The dissolution of an LLC by vote of the members shall be effective on the date specified in that vote or, if the members do not specify a date, then on the date of completion of the vote.

18.4 DETERMINATION OF DATE FOR DELIVERY OF CERTIFICATE OF CANCELLATION AND FOR EFFECTIVE DATE OF CERTIFICATE

The date on which the LLC shall deliver a certificate of cancellation to the Secretary of State for filing and the effective date of this certificate shall be determined by the affirmative vote of members holding a majority of member votes.

18.5 CESSATION OF LLC'S LEGAL EXISTENCE

Unless a court or administrative authority duly and finally determines otherwise, the LLC shall cease to exist as a legal entity on the effective date set forth in the certificate of cancellation.

18.6 DISSOLUTION BY ARBITRATOR

Upon petition by any member, an arbitrator under Section 20 may issue an order dissolving the LLC on one or more of the following grounds:

- (a) Fraud in Obtaining Articles. The LLC has obtained its articles of organization through fraud;
- (b) Abuse of Authority. The LLC has exceeded or abused the authority conferred upon it by law;
- (c) Business Fraud, Etc. The LLC has conducted its business in a persistently fraudulent or illegal manner;
- (d) Abuse of Power. The LLC has abused its power contrary to the public policy of this State;
- (e) Deadlock. There is a deadlock in LLC management which the members are unable to resolve and which is causing or which threatens to cause irreparable injury to the LLC or which prevents it from conducting its business or affairs to its advantage;
- (f) Fairness, Etc. The dissolution of the LLC is reasonable and fair in the circumstances.

18.7 EXCLUSION OF CERTAIN MEMBERS FROM PARTICIPATION IN WIND-UP PROCESS, ETC.

Any member may petition an arbitrator under Section 20 to exclude one or more members from participating in the process of winding up and liquidating the LLC on the ground that, because of past wrongful conduct by the member or members in question, their participation would be likely to affect that process adversely.

18.8 WINDING-UP OF LLC

After the LLC is dissolved, the person or persons responsible for winding it up shall as expeditiously as reasonably possible:

- (a) Wind up its business and internal affairs; and
- (b) Cause its liquidation.

During the wind-up period, the LLC shall accept no new business except to the extent necessary to dispose of existing inventory.

18.9 LIQUIDATING DISTRIBUTIONS BY THE LLC

The LLC shall make distributions of its assets in connection with its liquidation in accordance with the provisions of Section 5.10;

PROVIDED, that the LLC shall make no distribution to members or others in connection with its liquidation until it has complied with all applicable laws and regulations of this State (including tax laws and regulations) relating to its dissolution and liquidation.

18.10 DISPOSITION OF KNOWN AND UNKNOWN CLAIMS AGAINST LLC

Promptly after the dissolution of the LLC, the LLC shall take all reasonable measures under the laws of this State to dispose of (and, to the extent reasonable, to bar) known and unknown claims against the LLC.

18.11 DUTY TO CONSULT TAX ADVISER IN CONNECTION WITH LLC DISSOLUTION, ETC.

Before the members begin the wind-up and liquidation of the LLC, the LLC and the members shall consult with their respective tax advisers and shall structure and implement the liquidation in a manner that is as fair as possible to each member from a tax viewpoint.

Section 19 TERM AND TERMINATION OF AGREEMENT

19.1 TERM AND TERMINATION

Subject to the provision of Sections 19.2 and 19.3, the term of this Agreement shall begin on the Effective Date (as defined in Section 1.1) and, unless earlier terminated by the parties, shall terminate as follows:

- (a) Termination by Vote of Members. If the LLC is terminated by vote of the members, it shall terminate on the effective date of the certificate of cancellation of the LLC's articles of organization.
- (b) Termination by Judicial Authority, Etc. If the LLC is terminated by decree of a duly authorized judicial or administrative authority or by an arbitrator, it shall

terminate on the date of termination of the LLC's existence as determined by that authority or arbitrator.

- (c) No Clear Date. If no clear date is established under Sections 19.1 (a) or (b) and if the members cannot agree on such a date, it shall terminate by determination of an arbitrator under Section 20.

19.2 SURVIVAL OF ACCRUED RIGHTS, ETC.

Rights, duties and liabilities accrued by the parties under this Agreement before its termination shall continue in full force and effect after its termination.

19.3 ARBITRATION OF MATTERS RELATING TO LLC'S WINDING-UP, ETC.

Notwithstanding the termination of this Agreement, any party may, after that termination, initiate an arbitration under Section 20 to determine and enforce rights and duties of the party relating to:

- (a) Matters arising before and during the LLC's winding-up;
- (b) The LLC's liquidation; and
- (c) Matters arising after the cancellation of the LLC's Articles.

Section 20 ARBITRATION OF LLC DISPUTES

20.1 VOLUNTARY RESOLUTION OF DISPUTES

The members shall use their reasonable best efforts to resolve all disputes among them relating to the LLC by good faith and diligent negotiation before arbitrating these disputes under this Section 20.

In deciding any arbitration under this section, the Arbitrator shall give significant weight to the good faith and diligence with which each party to the dispute has sought to resolve it before the arbitration.

20.2 MANDATORY ARBITRATION OF CERTAIN DISPUTED MATTERS

Any dispute between or among the parties relating to Arbitrable Matters (as defined in Section 20.3) shall be exclusively and finally resolved in arbitration by a single arbitrator (the "Arbitrator") without recourse to any court.

20.3 DEFINITION OF ARBITRABLE MATTER

Arbitrable Matters shall include only the following types of matters:

- (a) Construction and Enforcement of This Section. Arbitrable Matters shall include how to construe and enforce the provisions of this Section (including any matter concerning the scope of these provisions).

- (b) Purchase Prices. Arbitrable Matters shall include whether the purchase price or the other terms of purchase of a member's LLC interest pursuant to the terms of this Agreement are fair to the LLC and to the members.
- (c) Claims by Members Against Members. Arbitrable Matters shall include any claim by a member in the member's capacity as a member against any other member in that other member's capacity as a member.
- (d) Unfairness to Members, Etc. Arbitrable Matters shall include whether any action by the LLC or by the members is (i) contrary to this Agreement or (ii) seriously unfair to any member.
- (e) Expulsion. Arbitrable Matters shall include whether the expulsion of a member under Section 7.8 is fair.
- (f) Fairness to Minority Members. Arbitrable Matters shall include whether a vote by majority members concerning the LLC's dissolution is fair to minority members and
- (g) Miscellaneous Matters. Arbitrable Matters shall include any other matter that, in the Arbitrator's view, is appropriate for decision under this Section.

20.4 EXCLUSIONS FROM DEFINITION OF ARBITRABLE MATTER

Arbitrable Matters shall not include:

- (a) Routine business matters of the LLC;
- (b) Matters requiring urgent judicial relief; or
- (c) Matters involving the enforcement of orders under this Section 20.

20.5 RULES GOVERNING ARBITRATION

Except as otherwise provided in this Section, any arbitration (an "Arbitration") under this section shall be governed by the Rules of Commercial Arbitration of the American Arbitration Association ("AAA") as in effect at the time of the Arbitration.

20.6 NOTICE OF ARBITRATION

Any member may initiate an Arbitration of any Arbitrable Matter. The initiating member shall do so by providing written notice of the Arbitration to the other members. The notice shall bear a current date, shall state the name of the initiating member and shall briefly state the matter to be arbitrated.

20.7 SELECTION OF ARBITRATOR

If, within 15 business days after all the parties entitled to notice of an Arbitration have received that notice, the members have not agreed among themselves as to the identity of the Arbitrator or the site of the Arbitration, the LLC shall immediately refer these matters for resolution by the AAA office located in the city of Hartford, Connecticut. That office may resolve these matters without liability and in its sole discretion.

20.8 NO APPEAL, ETC.

No member shall appeal to any court an order of an Arbitrator under this Section 20. The LLC or any member may enter any such order in any court of competent jurisdiction.

20.9 ALLOCATIONS OF COSTS, FEES, ETC.

The Arbitrator may allocate among the members the costs, fees and other expenses relating to an Arbitration in any manner that the Arbitrator shall determine to be appropriate in his or her absolute discretion;

PROVIDED, that if the Arbitrator determines that a party has initiated an Arbitration without a reasonable basis for doing so, the Arbitrator shall assess against that party the costs of the other parties relating to the Arbitration, including reasonable attorneys' fees.

Section 21 GENERAL PROVISIONS

21.1 ENTIRE AGREEMENT

This Agreement contains the entire agreement among the parties concerning its subject matter and replaces all other agreements among them, whether written or oral, concerning this subject matter.

21.2 CONFLICTS BETWEEN AGREEMENT AND ARTICLES

If there is any conflict between the provisions of this Agreement and those of the Articles, then, in any dispute among the members, the provisions of this Agreement shall prevail.

21.3 EFFECT OF LLC ACT

Except as otherwise provided in this Agreement or by law, the business and internal affairs of the LLC shall be governed by the LLC Act as in effect on the Effective Date.

21.4 CHANGES OF LAW

If mandatory rules of the LLC Act or other applicable law change in a manner that provides material advantages or disadvantages to any member not contemplated by this Agreement, the members shall equitably amend the Agreement to minimize or eliminate these advantages and disadvantages.

21.5 INCORPORATION OF EXHIBITS

All exhibits identified in the Agreement as exhibits to the Agreement are hereby incorporated into the Agreement and made integral parts of it.

21.6 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Connecticut without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of Connecticut or of any other jurisdiction)

that would cause the application of the laws of any jurisdiction other than the State of Connecticut.

21.7 FORUM FOR LITIGATION; ACCEPTANCE OF PERSONAL JURISDICTION

If any party sues another party in a suit under or relating to this Agreement, the party bringing the suit shall do so in the courts of the State of Connecticut. The parties hereby irrevocably accept the personal jurisdiction of those courts in any such suit.

21.8 ASSIGNMENTS AND DELEGATIONS

No party shall assign any of its rights or delegate any of its duties under this Agreement to any third party except with the consent of the other parties to the Agreement, which consent these other parties shall not unreasonably withhold.

21.9 CAPTIONS

All captions in this Agreement are for convenience only and shall be deemed irrelevant in construing any provision of the Agreement.

21.10 NOTICES

All notices under this Agreement shall be in writing and shall be delivered to a party at the party's address as stated on the first page of this Agreement. A party may change this address upon reasonable notice to the other parties. Notices provided under this Agreement shall be deemed to be received when actually received.

21.11 MEANING AND CONSTRUCTION OF "INCLUDE" AND "PERSON"

- (a) Include. The terms "include" and similar terms as used in this Agreement shall denote partial definitions.
- (b) Person. The term "person" as used in this Agreement shall mean a natural person or an entity as the context shall require.

21.12 NUMBER AND GENDER

As the context shall require:

- (a) The use of the singular in this Agreement shall denote the plural and vice versa; and
- (b) The use of a particular gender shall denote another gender.

21.13 WAIVERS

No delay of or omission by a party in the exercise of any right, power or remedy accruing to the party as a result of any breach or default by another party under this Agreement:

- (a) Shall impair any such right, power or remedy accruing to the party;
- (b) Shall be construed as a waiver of or acquiescence by the party in any such breach or default or of any similar breach or default occurring later.

No waiver by a party of any single breach or default under this Agreement shall be construed as a waiver by the party of any other breach or default occurring before or after that waiver.

21.14 SEPARABILITY OF PROVISIONS

Each provision of this Agreement (a "Provision") shall be deemed separable. If any (i) Provision or (ii) the application of any Provision to any person or circumstance shall be held invalid or unenforceable in any jurisdiction, the Provision shall be ineffective:

- (a) Only in that jurisdiction;
- (b) Only to the extent that it has been expressly held to be invalid or unenforceable in that jurisdiction; and
- (c) Without invalidating any other provision of the Agreement or the application of the Provision itself to persons or circumstances other than those to which it was held invalid or unenforceable in the jurisdiction in question.

21.15 COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts. Each of these counterparts when so executed shall be deemed to be an original and all such counterparts taken together shall constitute one and the same agreement.

21.16 FURTHER ACTIONS BY THE PARTIES

Each party, upon reasonable request by another party, shall do the following for the purpose of carrying out the intent of this agreement:


- (a) The party shall furnish to the other party any information reasonably requested by the other party.
- (b) The party shall sign any documents and do any other things that the other party reasonably requests for the purpose of carrying out the intent of this Agreement.

21.17 ADEQUACY OF CONSIDERATION

Each party acknowledges and agrees that upon the effectiveness of this Agreement, the party will be in receipt of valid and adequate consideration for its undertakings under this Agreement.

SIGNATURES AND DATES

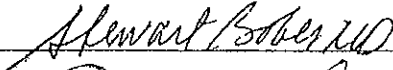
In witness of their acceptance of the above terms and conditions, the parties, in their capacities as members, by themselves or by their duly authorized representatives, have duly signed and dated this Agreement as follows:



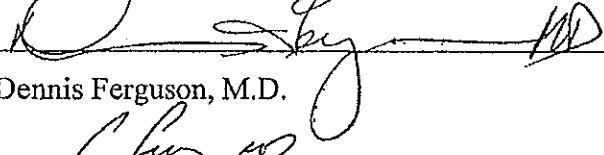
John Walker, M.D.




Carlos Badiola, M.D.




Stewart Bober, M.D.



Dennis Ferguson, M.D.



Christopher Leary, M.D.



Folco Scappaticci, M.D.

OPEN MRI OF FARMINGTON, LLC

By: 

Its: *member*

Date: *Oct. 29, 2003*

EXHIBIT A
ARTICLES OF ORGANIZATION

EXHIBIT B
INTENTIONALLY DELETED

EXHIBIT C
MEMBER CONTRIBUTIONS

EXHIBIT D
MEMBER LOANS TO LLC

EXHIBIT E
MEMBER GUARANTEES OF LLC OBLIGATIONS

EXHIBIT F
MISCELLANEOUS BENEFITS TO BE PROVIDED TO LLC BY MEMBERS

EXHIBIT G
MEMBER DRAWS

EXHIBIT H
MISCELLANEOUS BENEFITS TO BE PROVIDED TO MEMBERS BY LLC

EXHIBIT I
MEMBER COMMITMENTS OF TIME TO LLC;
MEMBER FUNCTIONAL RESPONSIBILITIES

EXHIBIT J
MEMBER COMPENSATION

EXHIBIT K
LLC TAX ADVISER

EXHIBIT L
TABLE OF DEFINED TERMS

ATTACHMENT C

PHILIPS

PROGRESS BILLING

Philips Medical Systems North America Company
 A division of Philips Electronics North America Corporation
 22100 Bothell Everett Highway
 P.O. Box 3027
 Bothell, WA 98021-8431

INVOICE NO.	DATE	PAGE
90293204	03/08/2004	1

ORDER REFERENCE NO.
701517

INVOICE AMOUNT
\$238,216.00

PURCHASE ORDER NUMBER
signed quote

BILL TO:
 OPEN MRI OF FARMINGTON, LLC
 303 SCOTT SHARP ROAD, UNIT D
 FARMINGTON CT 06030

SHIP TO:
 OPEN MRI OF FARMINGTON, LLC
 FARMINGTON CT 06030

SHIP TO:
 PHILIPS MEDICAL SYSTEMS N. A. INT.
 PO Box 100355
 ATLANTA GA 30384-0355

BILL TO CUSTOMER NO.	SHIP TO CUSTOMER NO.	SHIPPING TERMS
952071537	952071537	111 ORIGIN AND CHARGE

PSMRA REPRESENTATIVE	CUSTOMER CONTACT	REGION	CUSTOMER TELE NO.	CONTRACT AMOUNT
		094		\$204,500.00

LINE NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
		PROVIEW 0.23T			243,600.00
		<i>PAID</i>			
TAXABLE AMOUNT		\$243,600.00	SUB TOTAL		\$243,600.00
STATE SALES TAX		\$14,616.00	TOTAL SALES TAX		\$14,616.00
COUNTY TAX		\$0.00	LMSN DOWN PAYMENT INVOICE # 40284517		\$20,000.00
CITY TAX		\$0.00			
DISTRICT TAX		\$0.00			
				TOTAL AMOUNT OF THIS INVOICE	\$238,216.00

BILL OF LADING:

PAYMENT DUE: DUE UPON RECEIPT OF INVOICE

PHILIPS MEDICAL SYSTEMS APPRECIATES YOUR BUSINESS
 IF YOU HAVE ANY QUESTIONS PLEASE CALL
 SHARON JOHNSTON AT 425-487-7096.

COMMUNICATIONS CONCERNING DISPUTED BILLING, INCLUDING A
 CHECK TENDERED AS FULL SATISFACTION OF A DEBT SHOULD BE
 DIRECTED ONLY TO THE ATTENTION OF PHILIPS CREDIT MANAGER
 P.O. BOX 3027, 22100 BOTHELL EVERETT HIGHWAY, BOTHELL, WA
 98021-3027

OPEN MRI OF FARMINGTON, LLC 10-03
353 SCOTT SWAMP ROAD - UNIT D
FARMINGTON, CT 06032

VALLEY BANK
51-1063/111

0129

3/26/2004

Pay to the
Order of

Philips Medical Systems

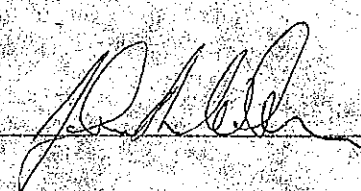
\$ 238,216.00

Two Hundred Thirty-Eight Thousand Two Hundred Sixteen and 00/100

Dollars

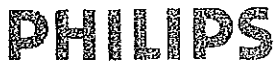
Philips Medical Systems
MS 450 S. Johnston
22100 Bothell Everett Hwy
Bothell, WA 98021

memo inv 90293204 cust#952071537(70% on delivery)



⑈000129⑈ ⑆011110633⑆ 220956⑈

ATLANTIC INC. # 164 1-800-433-8810



FINAL INVOICE

INVOICE NO.	DATE	PAGE
90311173	04/12/2004	1

Philips Medical Systems North America Company
 A division of Philips Electronics North America Corporation
 22100 Bothell Everett Highway
 P.O. Box 3027 98041-9802
 Bothell, WA 98021-8431

ORDER REFERENCE NO.
701517

INVOICE AMOUNT
\$64,554.00

PURCHASE ORDER NUMBER
signed quote

BILL TO:
 OPEN MRI OF FARMINGTON, LLC
 353 SCOTT SWAMP ROAD, UNIT D
 FARMINGTON CT 06030

SHIP TO:
 OPEN MRI OF FARMINGTON, LLC
 FARMINGTON CT 06030

REMIT TO:
 PHILIPS MEDICAL SYSTEMS N. A. CO.
 PO Box 100355
 ATLANTA GA 30384-0355

BILL TO CUSTOMER NO.
952071537

SHIP TO CUSTOMER NO.
952071537

SHIPPING TERMS
111 ORIGIN AND CHARGE

PMSNA REPRESENTATIVE	CUSTOMER CONTACT	REGION	CUSTOMER TELE NO.	CONTRACT AMOUNT
		094		\$304,500.00

LINE NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
		PROVIEW 0.23T			60,900.00

TAXABLE AMOUNT	\$60,900.00	SUB TOTAL	\$60,900.00
STATE SALES TAX	\$3,654.00	TOTAL SALES TAX	\$3,654.00
COUNTY TAX	\$0.00		
CITY TAX	\$0.00		
DISTRICT TAX	\$0.00	TOTAL AMOUNT OF THIS INVOICE	\$64,554.00

BILL OF LADING#:

PAYMENT DUE: DUE UPON RECEIPT OF INVOICE

PHILIPS MEDICAL SYSTEMS APPRECIATES YOUR BUSINESS
 IF YOU HAVE ANY QUESTIONS PLEASE CALL
 SHARON JOHNSTON AT 425-487-7096.

COMMUNICATIONS CONCERNING DISPUTED BILLINGS, INCLUDING A
 CHECK TENDERED AS FULL SATISFACTION OF A DEBT SHOULD BE
 DIRECTED ONLY TO THE ATTENTION OF PHILIPS CREDIT MANAGER
 P.O. BOX 3027, 22100 BOTHELL-EVERETT HIGHWAY, BOTHELL, WA
 98021-3027

Fed X - overnight
8-11-04

OPEN MRI OF FARMINGTON, LLC 10-03
353 SCOTT SWAMP ROAD - UNIT D
FARMINGTON, CT 06032

VALLEY BANK
51-1063/111

0153

8/11/2004

Pay to the
Order of

Philips Medical Systems

\$**64,544.00

Sixty-Four Thousand Five Hundred Forty-Four and 00/100

Dollars

Carla Rodriguez

memo

pd in full inv.90311173

⑈000153⑈ ⑆01110633⑆ 220956⑈

ATTACHMENT D

ARTICLES OF AMENDMENT CHANGING NAME OF LLC

**Articles of Amendment of OPEN MRI OF FARMINGTON, LLC
A Connecticut Limited Liability Company**

This is to certify that:

1. The name of the limited liability company is Open MRI of Farmington, LLC.
2. The Articles of Organization of Open MRI of Farmington, LLC were filed with the Secretary of State on August 18, 2003.
3. The Articles of Organization of Open MRI of Farmington, LLC are hereby amended by deleting in its entirety ARTICLE FIRST and inserting the following in lieu thereof:

"FIRST: The name of the limited liability company is Farmington Imaging Center, LLC."

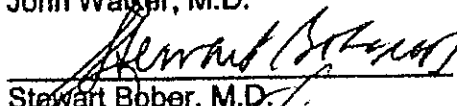
IN WITNESS WHEREOF, the undersigned have signed these Articles of Amendment on behalf of the Company this 18th day of June, 2004.



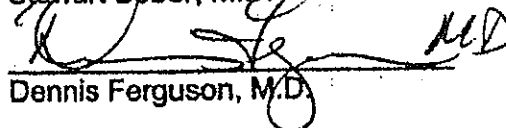
Carlos Badiola, M.D.



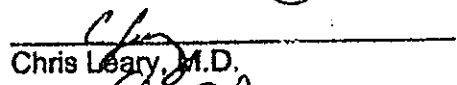
John Walker, M.D.



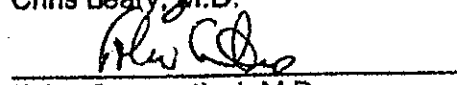
Stewart Bober, M.D.



Dennis Ferguson, M.D.



Chris Leary, M.D.



Folco Scappaticci, M.D.

ALL OF THE MEMBERS

OPEN MRI OF FARMINGTON, LLC
ARTICLES OF ORGANIZATION

1. The name of the limited liability company is Open MRI of Farmington, LLC.
2. The nature of business to be transacted or the purpose to be promoted or carried out by the limited liability company are as follows:

To perform radiological services.

To engage in any other lawful act or activity for which limited liability companies providing professional services may be formed in the State of Connecticut.

3. Principal office address is 353 Scott Swamp Road, Farmington, Connecticut 06032.

4. Name of statutory agent for service is Scott B. Franklin.

Address of statutory agent for service:

Business Address
68 South Main Street
West Hartford, Connecticut 06107

Residence Address
31 Middlefield Drive
West Hartford, Connecticut 06107

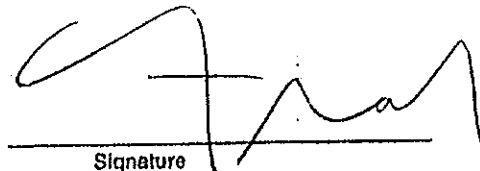
5. The organizer of the LLC:

Scott B. Franklin, Esq.

6. Dated this 14 day of August, 2003.

7. Name and capacity of signatory.

Scott B. Franklin, Esq., Organizer


Signature

8. Member Information:

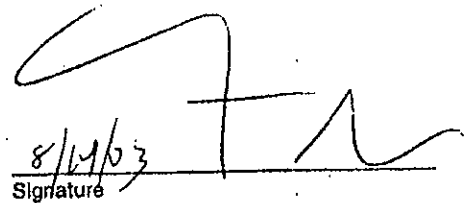
Carlos Badiola, Member

Business Address
985 Farmington Avenue
Bristol, CT 06010

Residence Address
55 Sheep Hill Drive
West Hartford, CT 06117

9. Acceptance of appointed statutory agent.

Scott B. Franklin


8/14/03
Signature

For Official Use Only

Rec; CC:

Scott B. Franklin & Associates
68 South Main Street
West Hartford, CT 06107

ATTACHMENT E



STATE OF CONNECTICUT
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

October 28, 2005

Carlos Badiola, M.D.
Radiologic Associates, P.C.
985 Farmington Avenue
Bristol, CT 06010

Re: Certificate of Need Determination, Report Number 05-30495-DTR
Radiologic Associates, P.C.
Acquisition of a used CT scanner for Farmington Imaging Center practice location

Dear Dr. Badiola:

On May 2, 2005, the Office of Health Care Access ("OHCA") received a Certificate of Need ("CON") Determination request from Radiologic Associates, P.C. for the acquisition of a used CT Scanner for its Farmington Imaging Center location at 353 Scott Swamp Road in Farmington. Additional information was submitted on May 4, 2005, July 5, 2005 and October 18, 2005. Please be advised that OHCA has reviewed your request and makes the following findings:

1. Radiologic Associates, P.C. ("RAPC") is a private practice radiology group of six Bristol-based, board certified radiologists. Farmington Imaging Center, LLC was incorporated by the members of RAPC in 2003 and has a main business address of 353 Scott Swamp Road in Farmington. It was originally named Open MRI of Farmington LLC.
2. The Farmington Imaging Center, LLC is a limited liability corporation that is owned, in its entirety, by the individual members of Radiologic Associates, P.C.
3. RAPC has been providing radiology services to Bristol Hospital for thirty years, to the Bristol Radiology Center for more than seven years and to the Farmington Imaging Center since it opened in April 2004.
4. RAPC provides the MRI interpretation services for the Farmington Imaging Center, RAPC provides the billing functions for all services provided at the Farmington Imaging Center and RAPC employs the technologists who work at Farmington Imaging Center.
5. RAPC is a professional services corporation and all services are provided under the physician license of each member of the practice.

6. Under CON Determination Report Number 03-30098-DTR, OHCA determined that RAPC did not need a CON to acquire an open MRI unit to be housed in the Farmington Imaging Center. With that acquisition, the Farmington Imaging Center, LLC opened in April 2004.
7. When the Farmington Imaging Center was opened, it was built to house an open MRI unit as well as CT and ultrasound units to be added in the future. Therefore, there are no associated renovation or construction costs related to the current request.
8. Radiologic Associates, P.C. has been operating a CT scanner at the Bristol Radiology Center since 1998.
9. On April 8, 2005, Bristol Radiology Center and Med Exchange International, Inc. entered into a purchase agreement, wherein Radiology Associates d/b/a Bristol Radiology Center sold the CT Scanner in operation at the Bristol Radiology Center to Med Exchange International, Inc. for a price of \$15,000.
10. The GE ProSpeed CT Scanner which is being acquired for the Farmington Imaging Center location is the unit previously operated by RAPC for the Bristol Radiology Center location. The purchase of the used 1998 GE ProSpeed CT Scanner by Radiologic Associates, P.C. from Med Exchange International occurred on May 17, 2005.
11. The Applicant provided an invoice from Med Exchange International, Inc. dated May 17, 2005 for the used GE ProSpeed CT Scanner. The total of the purchase was \$15,000, billed to Radiologic Associates, P.C. This was paid for on June 28, 2005 and the Applicant provided a cancelled check as evidence of such.
12. Under a separate CON determination request, Report Number 05 -30497-DTR, ^{RAPC} (BAPC) is requesting a CON determination regarding the acquisition of a replacement CT scanner at the Bristol Radiology Center from the GE ProSpeed CT unit to a Toshiba Super 4 Whole Body CT Scanner.
13. No facility fee will be charged. RAPC will continue to bill a global fee for all CT services provided.
14. Project related costs total \$15,900: \$15,000 for the equipment purchase and \$900 for sales tax. The costs were paid for in cash with no conventional financing. Delivery and installation costs are included in the acquisition price.
15. RAPC does not currently sublease any equipment from Farmington Imaging Center, LLC and RAPC will not sublease the proposed CT scanner.

Carlos Badiola, M.D.
Radiologic Associates, P.C.
Report Number 05-30495-DTR

October 28, 2005
Page 3 of 3

Based on the above findings, OHCA has determined that Radiologic Associates, P.C. is not required to file a Certificate of Need request for the acquisition of the used CT Scanner, previously acquired by RAPC in 1998, as Radiologic Associates, P.C. fully acquired the unit prior to the implementation of Public Act 05-93. The Applicant has provided to OHCA satisfactory evidence that it purchased the used CT Scanner for under \$400,000 prior to July 1, 2005 and further OHCA authorization is not required.

The Applicant is required to provide to OHCA, by December 31, 2005, evidence that the Applicant has, by that date, taken full possession of the CT Scanner. Any request to provide such evidence beyond that date, must be accompanied by a full and satisfactory explanation as to the specific and previously unforeseen barriers which have or do exist, which prevent the Applicant taking full possession by December 31, 2005.

If you have any questions concerning this letter, please contact Tillman Foster, Associate Health Care Analyst or Karen Roberts, Compliance Officer, at (860) 418-7001.

Sincerely,

Signed by Commissioner Vogel on October 28, 2005

Cristine A. Vogel
Commissioner

CAV:kr

Copy: Rose McLellan License and Applications Supervisor, DPH, DHSR

ATTACHMENT F

Med Exchange International, Inc.

P.O. Box 15232
 Springfield, Ma-01115
 800-338 1287

Invoice

Number: 1182

Date: May 17, 2005

Bill To:

Radiologic Associates, PC
 25 Collins Rd.
 Bristol, CT 06010

Ship To:

same

PO Number	Terms	Customer #	Ship	Via	Project
	pay upon receipt				

Item #	Description	Quantity	Price Each	Tax 1	Tax 2	Amount
1.	GE PROSPEED CT SCANNER SINGLE CONSOLE X-RAY TUBE GENERATOR PDU TABLE PHANTOMS MANUALS	1.00	15,000.00			15,000.00
SYSTEM SOLD "AS IS" This offer is good for 45 days from the date of this invoice						

Sub-Total	\$15,000.00
State Tax 0.00% on 0.00	0.00
City Tax 0.00% on 0.00	0.00
Total	\$15,000.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00

7

FARMINGTON IMAGING CENTER 10-03
353 SCOTT SWAMP ROAD - UNIT D
FARMINGTON, CT 06032

VALLEY BANK
51-1063/111

685

4/10/2006

Pay to the
Order of

Med Exchange International, Inc

\$25,000.00

Twenty-Five Thousand and 00/100

Dollars

Med Exchange International, Inc
PO Box 15232
Springfield, MA 01115

memo delivery-GE DXI CT

Richard B...

⑈000685⑈ ⑆011110633⑆ 220956⑈

REGISTRATION NO. 164 1-800-235-3846

741

VALLEY BANK
51-10637111

FARMINGTON IMAGING CENTER 10-03
353 SCOTT SWAMP ROAD - UNIT D
FARMINGTON, CT 06032

6/6/2006

\$ 18,000.00

*Pay to the
Order of*

Med Exchange International, Inc

Eighteen Thousand and 00/100 ***** Dollars

Med Exchange International, Inc
PO Box 15232
Springfield, MA 01115

memic Pd in full GE DXI CT Scanner

⑈00074⑈ ⑆0110633⑆ 220956⑈



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
Office of Health Care Access

October 29, 2015

VIA FACSIMILE ONLY

Carlos M. Badiola, M.D.
The Farmington Imaging Center, LLC
353 Scott Swamp Road
Farmington, CT 06032

RE: Certificate of Need Determination Report Number 15-32036-DTR

Dear Dr. Badiola:

On October 19, 2015, the Office of Health Care Access ("OHCA") received your Certificate of Need ("CON") Determination request on behalf of The Farmington Imaging Center, LLC ("FIC") with respect to the ownership of certain imaging equipment.

FIC is a member-managed Connecticut limited liability company wholly owned by seven radiologists who each own an equal interest. Six of the seven members of FIC also own Radiologic Associates, P.C. ("RAPC"), a radiology practice. In July of 2003, RAPC received a CON determination (03-30098-DTR) that it could acquire an MRI unit for a joint venture with Bristol Hospital. The joint venture was called Open MRI of Farmington, which was formed as a Connecticut limited liability company in August of 2003. In March of 2004, Open MRI of Farmington purchased the MRI and has continuously owned and operated it since April 2004. In July 2004, after receiving a challenge to the rights to use the Open MRI of Farmington name, the name was changed to its current name, Farmington Imaging Center, LLC. Thereafter, in October 2005 RAPC received another determination permitting the acquisition of a CT scanner for use by FIC. Ultimately, FIC paid for and acquired the CT scanner. FIC has provided OHCA with sufficient evidence to establish that FIC f/k/a Open MRI of Farmington, LLC paid for and continuously owned and operated both the MRI and CT scanners mentioned herein.

Currently, Conn. Gen. Stat. § 19a-638(a)(9), requires CON authorization for the "acquisition of computed tomography scanners, magnetic resonance imaging scanners...by any person, physician, provider..." However, prior to the current law, the acquisition of imaging equipment that fell under a certain monetary threshold, \$400,000, was exempt from CON requirements. The MRI and CT scanner which are the subject of this determination were acquired by FIC f/k/a Open MRI of Farmington, LLC subsequent to determinations by OHCA that the acquisitions fell under the \$400,000 threshold and, as a result, did not require CON authorization. Since the acquisition of the MRI and CT scanner were previously exempted from CON authorization, there is no need for FIC f/k/a Open MRI of Farmington, LLC to obtain CON authorization to continue owning and operating the scanners.

Sincerely,

Kimberly R. Martone
Director of Operations

An Equal Opportunity Provider

(If you require aid/accommodation to participate fully and fairly, contact us either by phone, fax or email)

410 Capitol Ave., MS#13HCA, P.O.Box 340308, Hartford, CT 06134-0308

Telephone: (860) 418-7001 Fax: (860) 418-7053 Email: OHCA@ct.gov

* * * COMMUNICATION RESULT REPORT (OCT. 29. 2015 9:27AM) * * *

FAX HEADER:

TRANSMITTED/STORED : FILE MODE	OCT. 29. 2015 9:25AM OPTION	ADDRESS	RESULT	PAGE
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 E-3) NO ANSWER

E-2) BUSY
 E-4) NO FACSIMILE CONNECTION



**STATE OF CONNECTICUT
 DEPARTMENT OF PUBLIC HEALTH
 OFFICE OF HEALTH CARE ACCESS**

FAX SHEET

TO: Carlos M. Badiola, M.D.

FAX: 860 ~~674-1171~~ 584-7998

AGENCY: The Farmington Imaging Center, LLC

FROM: OHCA

DATE: 10/29/15 **Time:** _____

NUMBER OF PAGES: 2
(including transmittal sheet)

Comments: Please see attached determination regarding Report Number 15-32036-DTR.

PLEASE PHONE Barbara K. Olejarcz IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001

Fax: (860) 418-7053

**410 Capitol Ave., MS#13HCA
 P.O.Box 340308
 Hartford, CT 06134**