32126

October 3, 2016

Ms. Kimberly Martone
Director of Operations
Department of Public Health
Office of Health Care Access
410 Capitol Avenue,
MS#13HCA
P.O. Box 340308
Hartford, CT 06106

RE: Certificate of Need Determination: Change in Equity Interests, Connecticut Imaging Partners, LLC.

Docket Number: 05-30433-CON

Dear Ms. Martone:

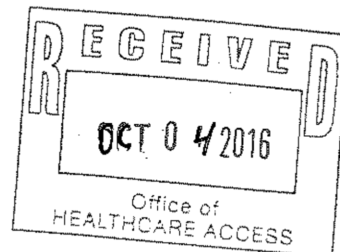
Enclosed please find a Certificate of Need Determination for a proposed change in Hartford Hospitals' equity interest in Connecticut Imaging Partners, LLC.

Please do not hesitate to contact me at 860-972-4231 if you have any questions. Thank you for your time and consideration.

Sincerely,

Barbara A. Durdy

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	Hartford Hospital	Jefferson Radiology, P.C
Doing Business As	Connecticut Imaging Partners	Connecticut Imaging Partners
Name of Parent Corporation	Hartford HealthCare Corporation	N/A
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	80 Seymour Street Hartford, CT 06102	111 Founders Plaza, suite 400, East Hartford, CT 06108.
What is the Petitioner's Status: P for profit and NP for Nonprofit	NP	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.	Barbara A Durdy Director, Strategic Planning Hartford Healthcare	Ethan Foxman, M.D. President

Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	181 Patricia M. Genova Blvd. Newington, CT 06111	111 Founders Plaza, suite 400, East Hartford, CT 06108.
Contact Person's Telephone Number	860-972-4231	860-291-6550
Contact Person's Fax Number	860-972-9025	860-291-6590
Contact Person's e-mail Address	Barbara.durdy@hhchealth.org	efoxman@jeffersonradiology.com

SECTION II. GENERAL PROPOSAL INFORMATION

a. Proposal/Project Title: **Certificate of Need Determination: Change in Equity Interests, Connecticut Imaging Partners, LLC.**

b. Estimated Total Project Cost: **$0**

c. Location of proposal, identifying Street Address, Town and Zip Code: **1260 Silas Deane Highway Wethersfield, CT 06109**

d. List each town this project is intended to serve: **There is no change in the towns currently or projected to be served by this proposal.**

e. Estimated starting date for the project: **Upon approval.**

SECTION IV. 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: **N/A**

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. **N/A**
2. Identify the types of services that are being proposed and what DPH licensure categories will be sought, if applicable. **N/A**
3. Identify the current population served and the target population to be served. **N/A**

(Each Petitioner must submit a completed Affidavit.)

Petitioner: **Hartford Hospital**

Project Title: **Hartford Hospital and Jefferson Radiology, P.C.: Connecticut Imaging Partners, LLC**

I, **Stuart Markowitz, MD**, **Sr. VP Hartford HealthCare, President of Hartford HealthCare, Hartford Region**
(Name) (Position – CEO or CFO)

of Hartford HealthCare, Hartford Region 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.

[signature]
Signature

Oct 3, 2016
Date

Subscribed and sworn to before me on October 3, 2016

Martha Santilli
Notary Public/Commissioner of Superior Court

My commission expires: MARTHA SANTILLI NOTARY PUBLIC OF CONNECTICUT My Commission Expires 5/31/2019

SECTION V. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)

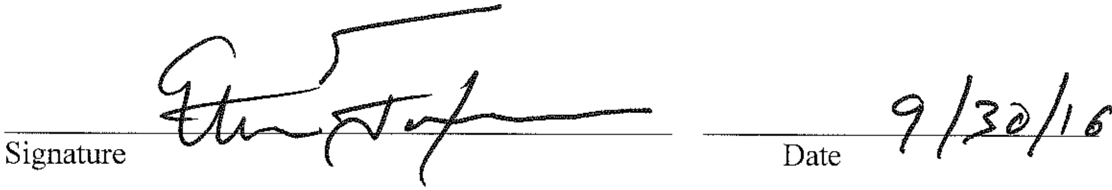
Petitioner: **Jefferson Radiology P.C.**

Project Title: **Hartford Hospital and Jefferson Radiology, P.C.: Connecticut Imaging Partners, LLC**

I, **Ethan Foxman, MD** (Name), **President & CEO** (Position – CEO or CFO)

of **Jefferson Radiology, P.C.** (Organization Name) being duly sworn, depose and state that the

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



Signature Date 9/30/16

Subscribed and sworn to before me on this 30th day of September, 2016

Notary Public/Commissioner of Superior Court

My commission expires: 7/31/2018

TASHEENA LA'SHON LEE
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2018

95630705.1
95630705.2

Project Description

Hartford Hospital and Jefferson Radiology, P.C. who together each have 50% ownership in Connecticut Imaging Partners, LLC are requesting clarification as to whether a certificate of need is required due to a proposed technical change in equity interests held by petitioners.

In 2005, the petitioners submitted a certificate of need application to the Office of Health Care Access requesting a change in ownership structure and approval to transition from a mobile based MRI unit to a fixed unit in their Wethersfield location. On November 23, 2005 the Office of Health Care Access approved the petitioner's request under Docket Number 05-30433-CON, to change the ownership structure allowing the applicants to operate as Connecticut Imaging Partners, LLC, but denied the request to acquire a fixed based MRI unit.

See Exhibit 1 for a copy of Docket Number 05-30433 CON Final Decision.

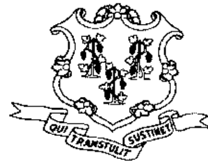
Ownership in Connecticut Imaging Partners, LLC is shared equally by the Petitioners (i.e. Hartford Hospital owns 50% and Jefferson Radiology own the other 50%). The petitioners now desire to modify their respective percentage ownership interests resulting in Hartford Hospital owning 51% and Jefferson Radiology owning 49% of the equity in Connecticut Imaging Partners, LLC. The principle reason for such change relates to Hartford Hospital's desire to include Connecticut Imaging Partners, LLC in its consolidated financial statements for financial reporting purposes. In order for Connecticut Imaging Partners, LLC's operations to be included in Hartford Hospital's financial statements, Harford Hospital must have a majority equity interest in the Connecticut Imaging Partners, LLC.

Connecticut Imaging Partners, LLC's Operating Agreement will be amended to reflect the proposed change in equity interests. See draft copy of the Amended and Restated Operating Agreement attached as Exhibit 2.

No changes related to the governance or Management Committee structure or operation will occur to the Connecticut Imaging Partners, LLC's Operating Agreement. The Management Committee as described in Section 5.01 of the Amended and Restated Operating Agreement remains unchanged as 6 total members; three (3) members designated by Jefferson Radiology, P.C. and three (3) members designated by Hartford Hospital with Hartford Hospital and Jefferson Radiology, PC each having one (1) Member Representative. The proposed changes will not impact the governance and control or operation of the Connecticut Imaging Partners, LLC.

In sum, Hartford Hospital's control as an owner of Connecticut Imaging Partners, LLC by virtue of this change in equity interest remains consistent with the equity interest being equal. There will be no change in governance, Board or Management Committee structure or operation as a result of the proposed change.

Exhibit 1: Copy of Docket Number 05-30433 CON Final Decision.



Office of Health Care Access
Certificate of Need Application

Final Decision

Applicants:	**Hartford Hospital** **Jefferson X-Ray Group, P.C.**
Docket Number:	**05-30433-CON**
Project Title:	**Proposal to Change the Ownership and Operation of Hartford Hospital's Freestanding, Mobile-Based MRI Service and Acquire a Fixed-Based MRI Scanning Unit for the MRI Service Located in Wethersfield, CT**
Statutory References:	**Sections 19a-638 & 19a-639 of the Connecticut General Statutes**
Filing Date:	**August 15, 2005**
Decision Date:	**November 23, 2005**
Default Date:	**November 28, 2005 (with 15 day review period extension granted)**
Staff Assigned:	**Jack A. Huber**

Project Description: Hartford Hospital ("Hospital") and Jefferson X-Ray Group, P.C. ("JXG"), propose to change the ownership and operation of the Hospital's freestanding, mobile-based magnet resonance imaging ("MRI") service and acquire a fixed-based MRI scanning unit for the service located in Wethersfield, Connecticut, at an estimated total capital cost of $2,462,241.

Nature of Proceedings: On August 15, 2005, the Office of Health Care Access ("OHCA") received from Hartford Hospital ("Hospital") and Jefferson X-Ray Group, P.C. ("JXG"), collectively termed the "Applicants", a Certificate of Need ("CON") application seeking authorization to change the ownership and operation of the Hospital's freestanding mobile-based MRI service and acquire a fixed-based MRI scanning unit for the service located in Wethersfield, Connecticut, at an estimated total capital cost of $2,462,241. The Applicants are health care facilities or institutions as defined by Section 19a-630 of the Connecticut General Statutes ("C.G.S.").

Pursuant to Sections 19a-638 and 19a-639, C.G.S., a notice to the public concerning OHCA's receipt of the Applicants' Letter of Intent was published in *The Courant* of Hartford on February 13, 2005. OHCA received no responses from the public concerning the Applicants' proposal. The Applicants requested and were granted a fifteen day extension of the CON application's ninety day review period, extending the default date of the CON application's review period from November 13, 2005 to November 28, 2005.

OHCA's authority to review and approve, modify or deny the CON application is established by Sections 19a-638 and 19a-639, C.G.S. The provisions of these sections, as well as the principles and guidelines set forth in Section 19a-637, C.G.S., were fully considered by OHCA in its review.

Findings of Fact

Clear Public Need
Impact of the Proposal on the Applicants' Current Utilization Statistics
Proposal's Contribution to the Quality of Health Care Delivery in the Region
Proposal's Contribution to the Accessibility of Health Care Delivery in the Region

1. Hartford Hospital ("Hospital") is an acute care general hospital, located at 80 Seymour Street in Hartford, Connecticut. *(June 7, 2005, CON application, page 1)*

2. The Hospital has been the sole operator of a freestanding, mobile-based magnetic resonance imaging ("MRI") service located at 1260 Silas Deane Highway in Wethersfield, since the program's inception in 2000. The Office of Health Care Access ("OHCA") approved the service under Docket Number: 99-513 in 1999. *(June 7, 2005, CON application, page 3 and July 29, 1999, OHCA Final Decision under Docket Number: 99-513, pages 3, 6 & 7)*

3. Jefferson X-Ray Group, P.C., ("JXG") is a private radiological group with practice sites throughout the greater Hartford area. The Hospital and JXG, collectively termed the "Applicants", have worked collaboratively for over forty years. *(June 7, 2005, CON application, pages 1 & 8)*

4. JXG currently provides professional services at the Hospital's main campus facility and the Hospital's MRI service in Wethersfield. JXG independently operates freestanding, fixed-based MRI services in Glastonbury and West Hartford. *(January 26, 2005, Letter of Intent, pages 1 & 8)*

5. The Applicants propose to change the ownership and operation of the Hospital's Wethersfield MRI service by undertaking the following project objectives: *(June 7, 2005, CON application, pages 1 through 14 & Attachment M, pages 374 through 395 and CON Completeness Response, pages 1 & 2)*
   - Formation of a joint venture arrangement between the Hospital and JXG that establishes the Connecticut Imaging Partners, a for-profit, limited liability company, which will continue the operation of the existing Wethersfield MRI service;
   - Termination of the Hospital's existing service agreement with its mobile MRI vendor;

- Acquisition of a new fixed-based, General Electric, Signa Echospeed, 1.5 Tesla-Strength, magnetic resonance imaging system;
- Renovation of additional service space to accommodate the proposed fixed-based MRI scanner at the 1260 Silas Deane Highway, medical services building in Wethersfield; and
- Expansion in the availability of MRI services from one day (at 10 hours) per week to six days (at 78.5 hours) per week.

6. On May 10, 2005, the Applicants established Connecticut Imaging Partners, LLC ("CIP") with each participant owning a 50% interest in the joint venture. CIP will conduct business under its own name and will be managed initially by Hartford Hospital. Jefferson X-Ray Group will provide professional and billing services for CIP. *(June 7, 2005, CON application, page 12 & Attachment G, Schedule 1, page 283 and July 26, 2005, CON Completeness responses, pages 8 & 9)*

7. JXG operates a radiological office at 1260 Silas Deane Highway, Suite 104 in Wethersfield that provides general radiology, mammography, computed tomography ("CT") scanning, ultrasound, and bone density services. *(June 7, 2005, CON application, page 15 and Attachment J, pages 353 through 357)*

8. JXG has leased Suite 100, which contains approximately 4,435 square feet ("SF") of space adjacent to its current imaging office. Suite 100 will be utilized for the following purposes: *(June 7, 2005, CON application, page 15 and Attachment J, pages 353 through 357)*
   - To sublet approximately 2,165 SF to CIP for the proposed fixed-based MRI service;
   - To relocate JXG's existing CT scanning service from Suite 104 to Suite 100; and
   - To expand JXG's support space for its Suite 104 imaging services.

9. The Applicants indicate that the population currently served by the Hospital's existing service will constitute the proposed target population. The primary service area towns include Wethersfield, Hartford, Rocky Hill, Newington, Berlin and Cromwell. Secondary service area towns include East Hartford, Glastonbury and Middletown. *(January 26, 2005, Letter of Intent, page 9 and June 7, 2005, CON application, page 5)*

10. The Applicants presented the following factors relating to the need for the proposal: *(June 7, 2005, CON application, pages 2 through 6)*
    - The commitment of the Hospital and JXG in working toward improved efficiency in providing quality patient care through the development of a new business model;
    - Projected MRI volumes in the service area utilizing a population-based MRI model; and
    - Growth in MRI services at the JXG's Glastonbury MRI facility.

11. The actual MRI scanning volumes for the existing MRI mobile-based scanning service in Wethersfield from fiscal year ("FY") 2002 through fiscal year-to-date ("FYTD") 2005, is as follows: *(June 7, 2005, CON application, page 5 and July 26, 2005, CON Completeness responses, pages 1 through 5)*

Table 1: Actual Mobile-Based MRI Service Volumes

Description	FY 2002	FY 2003	FY 2004	FYTD 2005
Annual Service Volume Totals	**470**	**376**	**171**	**256**
% Growth Between Fiscal Years	**--**	**(20%)**	**(55%)**	**50%**

12. The Applicants attribute the significant decreases in MRI service volume at the existing Wethersfield service for fiscal years 2002/2003 and 2003/2004 based on JXG opening fixed-based, MRI services within the towns of Glastonbury in October 2002 and West Hartford in March 2003. *(June 7, 2005, CON application, page 5 and August 15, 2005, CON Completeness response, page 1)*

13. The projected MRI scanning volume for the first three operating years of the proposed fixed-based MRI scanning service is as follows: *(June 7, 2005, CON application, page 9)*

Table 2: Projected Fixed-Based MRI Service Volumes

Description	Year 1	Year 2	Year 3
Annual Service Volume Totals	**2,050**	**3,500**	**4,725**
% Growth Between Fiscal Years	**--**	**71%**	**35%**

14. The Applicants indicate that the projected MRI service volumes are based on JXG's start-up experience with its Glastonbury and West Hartford MRI offices. *(June 7, 2005, CON application, page 9 and Attachment N, page 397)*

15. The Applicants projected service volumes in the primary and secondary service areas by extrapolating data from a population-based MRI model. The model selected by the Applicants utilized the following data parameters. The assumptions used in the calculations of these service parameters could not be verified due to the claimed proprietary nature of this data. *(June 7, 2005, CON application, pages 2 through 4 and Attachment A, pages 20 through 42)*
    - Population data from the Connecticut Economic Resource Center;
    - A 2004 Connecticut MRI use rate of 89.5 scans per 1,000 population, based upon a 2004 MRI Benchmark Report - a survey report performed by IMV Medical Information Division, Inc. ("IMV report") with a calculated 2006 projected CT MRI use rate of 95.0 scans per 1,000 population; and
    - Annual average increase of 3% in the nationwide demand for MRI services.

16. The Applicants applied the population-based methodology to the proposed primary service area ("PSA"), secondary service area ("SSA") and total service area (i.e. PSA +SSA) to substantiate its need for the proposal. The following results were derived from utilizing the Applicants' selected data parameters and the proposed towns comprising the Applicants' primary and total service areas ("TSA"): *(June 7, 2005, CON application, pages 2 through 4 and Attachment A, pages 20 through 42 and OHCA staff calculation)*

Table 3: Key Measurements and Resulting Statistics Regarding Need for the Proposal

Measurement Description	PSA	TSA
1. Projected service area population in individuals for 2006*	233,866	363,609
2. Projected CT MRI use rate: number of annual scans per 1,000 population**	95	95
3. Projected # annual scans for the service area (population x .095)	22,217	34,543
4. # Current MRI units in the prescribed service area	4.2	9
5. Projected # annual scans per MRI unit (Projected annual scans / # MRI units)	5,290	3,838

Notes: *Town population projections for each service area were provided from information the Applicants received through the Connecticut Economic Resource Center. The assumptions used in the formulation of the 2004 population figures and in the projections of the 2006 population could not be verified due to the claimed proprietary nature of this data. *(June 7, 2005, CON application, pages 2 through 4)*

** The source of the use rate ratio used by the Applicants was taken from a 2004 MRI Benchmark Report - a survey report performed by IMV Medical Information Division, Inc. The assumptions used in the calculations of these service parameters could not be verified due to the claimed proprietary nature of this data. *(June 7, 2005, CON application, pages 2 through 4 and Attachment A, pages 20 through 42)*

17. The Applicants' need evaluation for magnetic resonance imaging services in the proposed service areas did not contain the following: *(June 7, 2005, CON application, pages 2 through 4 and Attachment A, pages 20 through 42)*
    - Source documentation relating to the 2004 service area population by town and 2006 service area population projection by town; and
    - Substantiation that the Applicants' assertion that the MRI use rate, based on an estimated Connecticut average number of annual MRI scans per 1,000 individuals, would be applicable to or representative of the anticipated MRI use rate for the proposed service areas.

18. JXG has experienced the following MRI service volumes at its Glastonbury imaging facility for calendar years ("CY") 2001 through 2004, utilizing a fixed-based MRI scanner with a magnet strength of 1.5 Tesla: *(June 7, 2005, CON application, page 6)*

Table 4: Actual MRI Service Volume for JXG's Glastonbury Imaging Facility

Description	CY 2001	CY 2002	CY 2003	CY 2004
Annual MRI Service Volume Totals	**1,735**	**2,313**	**4,741**	**5,934**
% Growth Between Fiscal Years		**33%**	**105%**	**25%**

19. The Applicants indicate that as JXG's Glastonbury MRI facility has been approaching full capacity, JXG has had to expand its operating hours by adding Friday nights and all day Saturday and Sunday operating hours. *(June 7, 2005, CON application, pages 2 & 6 and July 26, 2005, CON Completeness response, page 6)*

20. The Applicants presented the following list of current service area providers: *(June 7, 2005, CON application, page 8)*

Table 5: Current Service Area MRI Providers

Service Description	Provider	Operating Schedule*	Current Utilization**
Primary Service Area			
Open	CT Valley Radiology Hartford	9 Hours	Unknown
Short Bore – 1.5 Tesla ("T")	St. Francis Hospital Hartford	7 Days, 16 Hrs./Day	Unknown
Short Bore – 1.5 T Echo Speed Short Bore – 1.5 T Twin Speed	Hartford Hospital Hartford	Tues-Sat. 24 Hrs./Day 3rd Shift 1 Unit Sat-Mon 16 Hrs./Day	90%
Short Bore – 1.5 T Mobile	Hartford Hosp. Hartford	1 Day, 10 Hrs./Day	10%
Secondary Service Area			
Open	Mandell & Blau Glastonbury	5 Days, 13 Hrs./Day	Unknown
Short Bore – 1.5 T Twin Speed	Jefferson X-Ray Grp. Glastonbury	5 Days, 14 Hrs./Day 2 Days, 8 Hrs./Day	84%
Open	Jefferson X-Ray Grp. Glastonbury	3 Days, 14 Hrs./Day 2 Days, 10 Hrs./Day 1 Day, 5 Hrs./Day	60%
Short Bore	Middlesex Hospital Middletown	5 Days, 9 Hrs./Day	Unknown
Long Bore	Marlboro Radiology Middletown	5 Days, 9 Hrs./Day	Unknown

* Number of days per week and hours per day the service is operational.
** Percentage of time scanner is utilized.

21. The Applicants indicate that the proposal will have minimal impact on existing providers of MRI services within the area to be served. *(June 7, 2005, CON application, page 8)*

Financial Feasibility and Cost Effectiveness of the Proposal and its Impact on the Applicants' Rates and Financial Condition
Impact of the Proposal on the Interests of Consumers of Health Care Services and the Payers for Such Services
Consideration of Other Section 19a-637, C.G.S. Principles and Guidelines

22. The project's estimated total capital cost is $2,462,241 and is itemized as follows: *(June 7, 2005, CON application, page 14)*

Table 6: Total Capital Cost Itemization

Description	Cost
Fair Market Value of the Proposed MRI Scanner	$1,693,623
Renovation Work to Accommodate Proposed MRI Scanner	564,170
Medical and Non-Medical Equipment	97,010
Sale Tax relating to Scanner Procurement	107,438
Project's Total Capital Cost	**$2,462,241**

23. The Hospital and JXG will each contribute $550,000 in operating funds toward the financing of the project. *(June 7, 2005, CON application, page 16)*

24. The Applicants project incremental revenue from operations, total operating expenses and loss/gain from operations associated with the first three years of operating the proposed fixed-based service as follows: *(June 7, 2005, CON application, Attachment N, page 401)*

Table 7: Incremental Financial Projections for Operating Years 1 through 3

Description	Year 1	Year 2	Year 3
Incremental Revenue from Operations	$1,636,250	$2,932,500	$3,973,750
Incremental Total Operating Expenses	$1,717,921	$2,591,860	$3,152,832
Incremental (Loss)/Gain from Operations	**($81,671)**	**$340,694**	**$820,918**

25. The projected payer mix for the first three years of operating the proposed service is found in the following table: *(June 7, 2005, CON application, page 18)*

Table 8: Three-Year Projected Payer Mix of the Proposed Service

Payer Mix	Year 1	Year 2	Year 3
Medicare	40.1%	40.1%	40.1%
Medicaid	1.1%	1.1%	1.1%
TriCare (CHAMPUS)	--	--	--
Total Government	**41.2%**	**41.2%**	**41.2%**
Commercial Insurers	51.1%	51.1%	51.1%
Uninsured	.4%	.4%	.4%
Worker Compensation	.3%	.3%	.3%
Total Non-Government	**58.9%**	**58.8%**	**58.8%**
Total Payer Mix	**100.00%**	**100.00%**	**100.00%**

26. There is no State Health Plan in existence at this time. *(June 7, 2005, CON application, page 2)*

27. Each of the Applicants has adduced evidence that the proposal is consistent with their respective long-range plan. *(June 7, 2005, CON application, page 2)*

28. The Applicants did not demonstrate that the proposal will improve productivity or contain costs within the area to be served. *(June 7, 2005, CON application, pages 2 through 19)*

29. The proposal will not result in any change to the teaching or research responsibilities of either Applicant. *(June 7, 2005, CON application, page 11)*

30. The proposed patient/physician mix will be similar to that of other freestanding MRI imaging centers. *(June 7, 2005, CON application, page 12)*

31. The Applicants have provided evidence that demonstrates they possess sufficient technical, financial and managerial competence and expertise to provide efficient and adequate service to the public. *(June 7, 2005, CON application, page 1and Attachment C, pages 128 to 212)*

32. The proposed MRI service rates are sufficient to cover the proposed capital expenditure and operating costs associated with the proposal, if projected MRI service volumes can be met. *(June 7, 2005, CON application, page 19 and Attachment P, page 409)*

Rationale

The Office of Health Care Access ("OHCA") approaches community and regional need for Certificate of Need ("CON") proposals on a case by case basis. CON applications do not lend themselves to general applicability due to a variety of factors, which may affect any given proposal; e.g. the characteristics of the population to be served, the nature of the existing services, the specific types of services proposed to be offered, the current utilization of services and the financial feasibility of the proposal.

Hartford Hospital ("Hospital") is an acute care general hospital, located at 80 Seymour Street in Hartford, Connecticut. Since 2000, the Hospital has been the sole operator of a freestanding, mobile-based magnetic resonance imaging ("MRI") service in Wethersfield. Jefferson X-Ray Group, P.C., ("JXG") is a private radiological group with practice sites throughout the greater Hartford area. JXG has worked collaboratively with the Hospital for many years and currently provides professional services at the Hospital's MRI service in Wethersfield.

The proposal of the Hospital and JXG, collectively termed the "Applicants", is to change the ownership and operation of the Hospital's Wethersfield MRI service and to acquire a fixed-based MRI scanning unit for the service. The Applicants propose to establish Connecticut Imaging Partners ("CIP"), a for-profit, joint venture limited liability company, which will continue the operation of the existing MRI service at the 1260 Silas Deane Highway site in Wethersfield. Each participant will possess a 50% ownership interest in CIP. Additionally, the request proposes to achieve the following program objectives: terminate the Hospital's existing service agreement with its mobile MRI vendor, acquire a General Electric, fixed-based, 1.5 Tesla-strength MRI scanning system, renovate 2,165 square feet of additional space to accommodate the proposed system and expand the availability of the MRI service from one day (at 10 operating hours) per week to six days (at 78.5 operating hours) per week. CIP, the proposed operating entity, was formed on May 10, 2005, and will conduct business under its own name. The Hospital will initially manage CIP, while JXG will provide professional and billing services.

The need for the proposal is based on the following: commitment of the Applicants in working toward improved efficiency in providing quality imaging services through the development of a new business model, projected MRI utilization in the service area, and growth in MRI services at the JXG's Glastonbury MRI facility. The proposal indicates a willingness of the participants to enter into a new collaborative venture. OHCA finds that this collaborative model will enhance the accessibility and quality of the MRI service offered in Wethersfield. Based on these findings, OHCA concludes that the proposed joint venture arrangement should be approved.

OHCA finds, however, that actual service volumes at the Wethersfield MRI facility are not sufficient to support the need for the proposed operational change from a mobile-based to a fixed-based MRI configuration. Actual service volumes were 470, 376, 171 and 256 scans for fiscal year ("FY") 2002 through fiscal year-to-date ("YTD") 2005. Consequently, OHCA questions the need for the proposed fixed-based MRI installation based upon the historically low annual service volumes attained by the existing operation. Furthermore, the projected MRI service volumes for the first three operating years of the proposed fixed-based MRI service are 2,050, 3,500 and 4,725 scans. OHCA finds the projections are not verifiable and do not appear to be achievable when compared to actual MRI service volumes attained by the Hospital. OHCA concludes that the Applicants have not produced verifiable evidence to establish that projected annual MRI service volumes for the proposed Wethersfield MRI facility are reasonable or achievable, or that the proposed change in MRI service operation is sustainable or prudent.

OHCA further finds that the evidence that JXG's Glastonbury freestanding MRI facility is approaching service volume capacity also lacks verifiable documentation. The relative proximity of the existing Wethersfield MRI facility to the Glastonbury MRI facility, coupled with the availability of several other MRI service providers in the Wethersfield MRI facility's service area, leads OHCA to further question the need for the proposed fixed-based MRI installation. Consequently, OHCA concludes that the Applicants have not substantiated the need for the proposed change in MRI service operation.

Finally, OHCA is concerned with the financial viability of this proposal. The total project cost is estimated to be $2,462,241. The Applicants will finance the capital expenditure portion of the proposal equally through a $550,000 operating fund contribution from each participant. The financial feasibility of the proposal rests with the ability of the Applicants to achieve their service volume projections. The Applicants' MRI service volume projections are questionable given the actual service volumes. As the Applicants' financial forecasts of the proposal are based on service volume projections that cannot be verified, OHCA is concerned that the annual service volumes and financial projections will not be realized. OHCA, therefore, concludes that the CON proposal is neither financially feasible nor cost-effective reflective of the proposed change in service operation from a mobile-based to fixed-based MRI configuration.

Based upon the foregoing Findings and Rationale, the Certificate of Need application of Hartford Hospital ("Hospital") and Jefferson X-Ray Group, P.C. ("JXG"), to change the ownership and operation of the Hospital's freestanding, mobile-based MRI service and to acquire a fixed-based MRI scanning unit for the service located in Wethersfield, Connecticut, at an estimated total capital cost of $2,462,241, is hereby MODIFIED.

Order

The proposal of Hartford Hospital ("Hospital") and Jefferson X-Ray Group, P.C. ("JXG"), collectively termed the "Applicants", to change the ownership and operation of the Hospital's freestanding, mobile-based magnet resonance imaging ("MRI") service and acquire a fixed-based MRI scanning unit for the service located in Wethersfield, Connecticut ("CT"), at a total capital cost of $2,462,241, is hereby modified and is subject to the following conditions:

1. The Applicants' request to form a joint venture arrangement between the Hospital and JXG for the purpose of establishing Connecticut Imaging Partners, a for-profit, limited liability company with each participant having a 50% ownership share, is approved.

2. Connecticut Imaging Partners shall become the new operating entity for the freestanding, mobile-based MRI service, located at 1260 Silas Deane Highway in Wethersfield, CT.

3. The future operating schedule of the Wethersfield mobile-based MRI service shall be established based upon Connecticut Imaging Partners' operating needs and shall be modified at the operator's discretion.

4. The Applicants' request to acquire a fixed-based, MRI scanning system, at a total capital cost of $2,462,241, is **denied**.

5. This authorization shall expire on November 28, 2006. Should the formation of Connecticut Imaging Partners, LLC, not be completed by that date, the Applicants must seek further approval from OHCA to complete the establishment of the joint venture beyond that date.

All of the foregoing constitutes the final order of the Office of Health Care Access in this matter.

By Order of the
Office of Health Care Access

November 23, 2005

Signed by Cristine A. Vogel
Commissioner

CAV: jah

Exhibit 2: Copy of the current draft of the Amended and Restated Operating Agreement.

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

CONNECTICUT IMAGING PARTNERS, LLC

Dated as of ____________ __, 2016

TABLE OF CONTENTS

Page

ARTICLE 1 ORGANIZATION OF THE COMPANY 1

1.01 Organization 1
1.02 Name of the Company 2
1.03 Principal Place of Business 2
1.04 Statutory Agent 2
1.05 Term 2
1.06 Purposes 2
1.07 Tax-Exempt Organization Limitations and Charity Care 2

ARTICLE 2 MEMBERS AND MEMBER REPRESENTATIVES 3

2.01 Members 3
2.02 Member Representatives 3

ARTICLE 3 CONTRIBUTIONS AND CAPITAL ACCOUNTS 4

3.01 Capital Commitments 4
3.02 Additional Capital Contributions 4
3.03 Interest on and Return of Capital Contributions 5
3.04 Form of Return of Capital Contributions 5
3.05 Capital Accounts 5
3.06 Loans to the Company 5

ARTICLE 4 RIGHTS, DUTIES AND OBLIGATIONS OF MEMBERS 5

4.01 Limitation of Liability 5
4.02 Liability for Company Debt 5
4.03 Member Duties 5
4.04 Limitation on Authority of Members 5
4.05 Member Action 6
4.06 Transactions with Members 6
4.07 Restrictive Covenants 7
4.08 Indemnity of Members 9
4.09 Reliance upon Third Parties 9
4.10 Liability of Member Representatives 9

ARTICLE 5 RIGHTS AND DUTIES OF THE MANAGEMENT COMMITTEE 9

5.01 Management Committee 9
5.02 Powers of Management Committee 11
5.03 Management of the Facilities 12
5.04 Fundamental Issues 12
5.05 Exempt Status Matter Actions 14
5.06 Special Powers of Hospital Member 15
5.07 Term of the Managers 16

TABLE OF CONTENTS
(continued)

Page

5.08 Resignation of a Manager 16
5.09 Removal of a Manager 16
5.10 Vacancies 16
5.11 Manner of Acting 16
5.12 Duties of Managers 16
5.13 Liability of Managers 16
5.14 Indemnity of Managers 16
5.15 Reliance upon Third Parties 17
5.16 Compensation 17

ARTICLE 6 OFFICERS OF THE COMPANY 17

6.01 General 17
6.02 Authority and Duties 17
6.03 Election and Term of Office 17
6.04 Removal 17
6.05 Resignation 17
6.06 Vacancies 17
6.07 President 17
6.08 Vice President 18
6.09 Treasurer 18
6.10 Secretary 18
6.11 Medical Director 18
6.12 Other Officers 19

ARTICLE 7 DISTRIBUTIONS AND ALLOCATIONS OF PROFIT AND LOSS 19

7.01 Distributions 19
7.02 Allocations of Profit and Loss 20
7.03 Regulatory Allocations 20
7.04 Contributed Property and Book-ups 21
7.05 General 22

ARTICLE 8 REPRESENTATIONS AND WARRANTIES 23

8.01 Representations and Warranties of the Practice Group 23
8.02 Representations and Warranties of the Hospital 24

ARTICLE 9 BOOKS, RECORDS, ACCOUNTING AND TAX ELECTIONS 25

9.01 Bank Accounts 25
9.02 Books and Records 25
9.03 Annual Accounting Period 26
9.04 Accounting 26
9.05 Returns and Other Elections 26

TABLE OF CONTENTS
(continued)

Page

9.06 Tax Matters Partner 26
9.07 Title to Company Property 28

ARTICLE 10 TRANSFERS 28

10.01 Transfers 28
10.02 Transfers to Affiliates 28
10.03 Right of First Offer 28
10.04 Reasonableness of Restrictions 30

ARTICLE 11 ONE-PERCENT BUY BACK 30

11.01 Buy-Back Right 30
11.02 Sale; Rescission or Amendment 30

ARTICLE 12 ADDITIONAL MEMBERS 30

ARTICLE 13 WITHDRAWALS OF MEMBERS 31

13.01 Voluntary Withdrawal 31
13.02 Involuntary Withdrawal 31
13.03 Right to Buy Interest 31
13.04 Dissolution Upon Involuntary Withdrawal 32
13.05 Appraised Value 33

ARTICLE 14 DISSOLUTION AND TERMINATION 33

14.01 Dissolution 33
14.02 Winding Up and Liquidation 34
14.03 Practice Group's Right to Purchase the Company's Assets 34
14.04 Obligation to Sell the Company's Assets to an Unrelated Third Party 36
14.05 Distributions 36
14.06 Negative Capital Accounts 36

ARTICLE 15 DEFINITIONS 36

ARTICLE 16 MISCELLANEOUS PROVISIONS 44

16.01 Notices 44
16.02 Application of Connecticut Law 45
16.03 Amendments 45
16.04 Execution of Additional Instruments 45
16.05 Construction 45
16.06 Headings 45
16.07 Waivers 45
16.08 Rights and Remedies Cumulative 45

TABLE OF CONTENTS
(continued)

Page

16.09 Severability 45
16.10 Specific Performance 45
16.11 Successors and Assigns 45
16.12 Creditors 46
16.13 Counterparts 46
16.14 Physician Responsibilities 46
16.15 Dispute Resolution 46

TABLE OF CONTENTS

		Page
ARTICLE 1	ORGANIZATION OF THE COMPANY	1
1.01	Organization	1
1.02	Name of the Company	2
1.03	Principal Place of Business	2
1.04	Statutory Agent	2
1.05	Term	2
1.06	Purposes	2
1.07	Tax-Exempt Organization Limitations and Charity Care	2
ARTICLE 2	MEMBERS AND MEMBER REPRESENTATIVES	3
2.01	Members	3
2.02	Member Representatives	3
ARTICLE 3	CONTRIBUTIONS AND CAPITAL ACCOUNTS	4
3.01	Capital Commitments	4
3.02	Additional Capital Contributions	4
3.03	Interest on and Return of Capital Contributions	5
3.04	Form of Return of Capital Contributions	5
3.05	Capital Accounts	5
3.06	Loans to the Company	5
ARTICLE 4	RIGHTS, DUTIES AND OBLIGATIONS OF MEMBERS	5
4.01	Limitation of Liability	5
4.02	Liability for Company Debt	5
4.03	Member Duties	5
4.04	Limitation on Authority of Members	5
4.05	Member Action	6
4.06	Transactions with Members	6
4.07	Restrictive Covenants	6
4.08	Indemnity of Members	8
4.09	Reliance upon Third Parties	8
4.10	Liability of Member Representatives	8
ARTICLE 5	RIGHTS AND DUTIES OF THE MANAGEMENT COMMITTEE	8
5.01	Management Committee	8
5.02	Powers of Management Committee	9
5.03	Management of the Facilities	10
5.04	Fundamental Issues	11
5.05	Exempt Status Matter Actions	13
5.06	Special Powers of Hospital Member	14
5.07	Term of the Managers	14

TABLE OF CONTENTS
(continued)

Page

5.08 Resignation of a Manager 14
5.09 Removal of a Manager 15
5.10 Vacancies 15
5.11 Manner of Acting 15
5.12 Duties of Managers 15
5.13 Liability of Managers 15
5.14 Indemnity of Managers 15
5.15 Reliance upon Third Parties 15
5.16 Compensation 16

ARTICLE 6 OFFICERS OF THE COMPANY 16

6.01 General 16
6.02 Authority and Duties 16
6.03 Election and Term of Office 16
6.04 Removal 16
6.05 Resignation 16
6.06 Vacancies 16
6.07 President 16
6.08 Vice President 16
6.09 Treasurer 17
6.10 Secretary 17
6.11 Medical Director 17
6.12 Other Officers 18

ARTICLE 7 DISTRIBUTIONS AND ALLOCATIONS OF PROFIT AND LOSS 18

7.01 Distributions 18
7.02 Allocations of Profit and Loss 19
7.03 Regulatory Allocations 19
7.04 Contributed Property and Book-ups 20
7.05 General 21

ARTICLE 8 REPRESENTATIONS AND WARRANTIES 22

8.01 Representations and Warranties of the Practice Group 22
8.02 Representations and Warranties of the Hospital 23

ARTICLE 9 BOOKS, RECORDS, ACCOUNTING AND TAX ELECTIONS 24

9.01 Bank Accounts 24
9.02 Books and Records 24
9.03 Annual Accounting Period 25
9.04 Accounting 25
9.05 Returns and Other Elections 25
9.06 Tax Matters Partner 25

TABLE OF CONTENTS
(continued)

Page

9.07 Title to Company Property 26

ARTICLE 10 TRANSFERS 27

10.01 Transfers 27
10.02 Transfers to Affiliates 27
10.03 Right of First Offer 27
10.04 Tag-Along Rights 29
10.05 Reasonableness of Restrictions 30

ARTICLE 11 ONE-PERCENT BUY BACK 30

11.01 Buy-Back Right 30
11.02 Sale; Rescission or Amendment 30

ARTICLE 12 ADDITIONAL MEMBERS 31

ARTICLE 13 WITHDRAWALS OF MEMBERS 31

13.01 Voluntary Withdrawal 31
13.02 Involuntary Withdrawal 31
13.03 Right to Buy Interest 31
13.04 Dissolution Upon Involuntary Withdrawal 33
13.05 Appraised Value 33

ARTICLE 14 DISSOLUTION AND TERMINATION 33

14.01 Dissolution 33
14.02 Winding Up and Liquidation 34
14.03 Practice Group's Right to Purchase the Company's Assets 35
14.04 Obligation to Sell the Company's Assets to an Unrelated Third Party 36
14.05 Distributions 36
14.06 Negative Capital Accounts 36

ARTICLE 15 DEFINITIONS 37

ARTICLE 16 MISCELLANEOUS PROVISIONS 45

16.01 Notices 45
16.02 Application of Connecticut Law 45
16.03 Amendments 45
16.04 Execution of Additional Instruments 45
16.05 Construction 45
16.06 Headings 46
16.07 Waivers 46
16.08 Rights and Remedies Cumulative 46
16.09 Severability 46

TABLE OF CONTENTS
(continued)

Page

16.10 Specific Performance 46
16.11 Successors and Assigns 46
16.12 Creditors 46
16.13 Counterparts 46
16.14 Physician Responsibilities 46
16.15 Dispute Resolution 46

SCHEDULES AND EXHIBITS

Schedule 1 – Members, Capital Commitments and Percentage Interests
Schedule 2 – Member Representatives and Management Committee Members
Exhibit A – Charity Care Policy

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
CONNECTICUT IMAGING PARTNERS, LLC

This Operating Agreement of Connecticut Imaging Partners, LLC (this "Agreement") is made as of ____________ __, 2016 (the "Effective Date"), by and among the parties set forth on the signature page as "Members" and Connecticut Imaging Partners, LLC, a Connecticut limited liability company (the "Company"), pursuant to the provisions of the Connecticut Limited Liability Company Act (as amended from time to time, the "Act"). Capitalized terms are used herein with the respective meanings set forth in ARTICLE 15.

INTRODUCTORY STATEMENT

WHEREAS, the parties entered into an Operating Agreement dated November 20, 2006 governing the operation of the Company (the "Original Operating Agreement"); and

WHEREAS, the parties wish for the Company to provide medical imaging and related services to patients within the State of Connecticut, including without limitation, at a magnetic resonance imaging facility located at 1260 Silas Deane Highway, Wethersfield, Connecticut (the "Wethersfield Facility"), in a manner that is compatible with and in furtherance of the charitable purposes of Hartford Hospital (the "Hospital") and the policies set forth in the Charity Care Policy set forth in Exhibit A attached hereto and Financial Assistance Program available at www.harthosp.org as in effect from time to time (collectively, the "Charity Care Policy");

WHEREAS, the parties have agreed to organize and operate the Company pursuant to Internal Revenue Service Revenue Ruling 2004-51, 2004-22 I.R.B. 974, in such a manner as to neither (i) jeopardize the status of the Hospital as an organization exempt from federal income taxation pursuant to Code Section 501(a) as an organization described in Code Section 501(c)(3), nor (ii) generate any "unrelated business taxable income" for the Hospital as such term is used in Code Section 512(a); and

WHEREAS, Hospital acquired an additional membership interest in the Company necessitating amendments to the Original Operating Agreement and, accordingly, it has been determined that the Original Operating Agreement must be amended and restated as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

ORGANIZATION OF THE COMPANY

1.01 Organization. On May 10, 2005, the Company was organized as a Connecticut limited liability company by the filing of the Articles of Organization with the Secretary of the State of Connecticut in accordance with and pursuant to the Act.

1.02 Name of the Company. The name of the Company shall be "Connecticut Imaging Partners, LLC." The Company may do business under that name and under any other name or names that the Management Committee may select. All business of the Company shall be conducted in such name.

1.03 Principal Place of Business. The principal place of business and the office of the Company shall be located at 1260 Silas Deane Highway, Wethersfield, Connecticut 06067. The Company may locate its principal place of business at any other place or places as the Management Committee may deem advisable.

1.04 Statutory Agent. The name of the statutory agent of the Company for service of process in the State of Connecticut shall be Winship Service Corporation, whose address is One Constitution Plaza, Hartford, Connecticut 06103-1919. The Company may change its statutory agent if it is deemed advisable by the Management Committee. If the Company changes its statutory agent, the Company shall file the name and address of the new statutory agent with the Connecticut Secretary of the State.

1.05 Term. The existence of the Company shall be perpetual and shall continue unless and until the Company is dissolved, wound up and terminated in accordance with this Agreement.

1.06 Purposes. The purposes to be promoted and carried out by the Company shall be to engage in the following:

(a) The Company shall be organized, operated and managed in a manner that is exclusively in furtherance of the Hospital Member's tax-exempt charitable purposes under Section 501(c)(3) of the Code, including, without limitation, promoting health and providing or expanding access to healthcare services for a broad cross section of the community in a manner that complies with and is in furtherance of the community benefit standard in Revenue Ruling 69-545. Specifically, and without limiting the generality of the foregoing, the Company shall ensure that it is operated and managed in a manner that: (i) provides access to patient care services based on medical necessity, without regard to characteristics such as a person's race, creed, national origin, gender, age, sexual orientation, physical or mental disability, payor source or ability to pay; (ii) provides access to patient care services to individuals covered by Medicare and other Government Health Care Programs in which the Hospital Member participates; and (iii) will not cause the Company to be operated in a manner that is not exclusively in furtherance of the Hospital Member's tax exempt purposes.

(b) To provide medical imaging and related services at facilities in Connecticut, including without limitation, at the Wethersfield Facility (collectively, the "Facilities"), in a manner that is compatible with and in furtherance of the charitable purposes of the Hospital and the Charity Care Policy; and

(c) To engage in any other lawful act or activity for which limited liability companies may be formed under the Act.

1.07 Tax-Exempt Organization Limitations and Charity Care.

(a) The Company shall not engage in any activity or activities that would jeopardize the Hospital's status as an organization that is exempt from federal income taxation pursuant to Code Section 501(a) as an organization described in Code Section 501(c)(3) or engage in any activity that would generate "unrelated business taxable income" for the Hospital as such term is used in Code Section 512(a).

(b) Notwithstanding anything to the contrary contained in this Agreement, so long as Hartford Hospital (or an entity owned by Hartford HealthCare Corporation which is exempt from taxation pursuant to Section 501(c)(3) of the Code) remains a Member of the Company, all acts, activities, and business carried on by the Company shall be consistent with, and exclusively in furtherance of, the charitable health care and community benefit missions and tax-exempt status under Section 501(c)(3) of the Code, of Hartford HealthCare Corporation, or its tax exempt successor (the "Charitable Purposes"). The Members hereby agree and acknowledge that the foregoing duty of the Company to operate consistent with, and in furtherance of, the Charitable Purposes shall override any duty that the Company or its Member(s) may have to operate the Company for the financial benefit of any individual or for-profit Member. Accordingly, in the event of a conflict between the operation of the Company in accordance with the Charitable Purposes, on the one hand, and any duty to maximize the Company's profits, on the other hand, the Company, its Members and the Management Committee shall satisfy the Charitable Purposes without regard to the consequences for maximizing the Company's profitability.

(c) Each Member and Economic Interest Owner hereby agrees that it shall cause the Company and the Facilities to comply with, and shall cause any Member Representative or Manager appointed by it to cause the Company and the Facilities to comply with the Charity Care Policy.

ARTICLE 2

MEMBERS AND MEMBER REPRESENTATIVES

2.01 Members. The name and mailing address of each Member are set forth on Schedule 1 attached hereto.

2.02 Member Representatives. Each Member of the Company shall designate in writing one Member Representative who shall be entitled to exercise all of the rights of the Member, including voting rights, set forth in this Agreement. Such Member Representative shall have the authority to act on behalf of such Member unless the Management Committee receives written notice from the applicable Member of the replacement of such Member Representative. The current Member Representative of each Member is set forth in Schedule 2 attached hereto. A Member Representative may be removed or replaced at any time, with or without cause or notice, by the Member which designated such Member Representative.

ARTICLE 3

CONTRIBUTIONS AND CAPITAL ACCOUNTS

3.01 Capital Commitments. The capital commitments of the Members are shown on Schedule 1 attached hereto (the "Capital Commitments"). Each Member shall make Capital Contributions to the Company in the aggregate amount of its Capital Commitment and all Capital Contributions agreed upon by the Members pursuant to Section 3.02(a).

3.02 Additional Capital Contributions.

(a) If the Member Representatives at any time, or from time to time, determine by unanimous written consent that the Company requires additional capital, then the Management Committee shall give notice to each Member of (i) the aggregate amount of additional Capital Contributions required, (ii) the reason the additional capital is required, (iii) each Member's proportionate share of the aggregate additional Capital Contribution (determined in accordance with this Section), and (iv) the date each Member's additional Capital Contribution is due and payable, which date shall be no sooner than thirty (30) days after the notice has been given. The date that an additional Capital Contribution is due under this Section 3.02(a) is referred to herein as the "Contribution Date". A Member's proportionate share of the total additional Capital Contribution shall be equal to the product obtained by multiplying the Member's Percentage Interest and the aggregate additional capital required. A Member's additional Capital Contribution shall be payable in cash, by certified check or by wire transfer of federal funds.

(b) Except as provided in this ARTICLE 3, no Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligation of the Company.

(c) If a Member (the "Defaulting Member") does not make the Capital Contribution required pursuant to this Section 3.02 on or before the Contribution Date, as the case may be, such failure shall be grounds for the removal of such Member from the Company by the Management Committee, acting by majority vote of the disinterested members of the Management Committee within sixty (60) days after such failure. If the Management Committee does not remove the Defaulting Member, (i) the Defaulting Member shall automatically forfeit its voting rights hereunder and its right to designate any representatives on the Management Committee, (ii) the Defaulting Member's Membership Interest shall be converted to an Economic Interest until such time that the Defaulting Member has made the delinquent Capital Contribution, plus interest, calculated at a variable annual rate equal to the Prime Rate as in effect from time to time plus two (2) percentage points, from the applicable Contribution Date to the date of payment, and (iii) the Company shall be entitled to set off against any distributions and any amounts due to such Defaulting Member hereunder any amounts due to the Company attributable to such Capital Contribution and the interest thereon.

(d) As used in this Section 3.02, "Prime Rate" means the Prime Rate as published from time to time in the "Money Rates" section of The Wall Street Journal or any successor publication, or in the event that such rate is no longer published in The Wall Street Journal or such successor publication, a comparable index or reference as may be selected by a majority of the Members which are not at such time Defaulting Members.

3.03 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or to a return of such Member's Capital Contribution, unless otherwise provided herein.

3.04 Form of Return of Capital Contributions. If a Member is entitled to receive a return of a Capital Contribution, the Member shall not have the right to receive anything but cash in return of the Member's Capital Contribution.

3.05 Capital Accounts. A separate Capital Account shall be maintained for each Member and Economic Interest Owner.

3.06 Loans to the Company. Any Member may at any time, with the consent of the Management Committee, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

ARTICLE 4

RIGHTS, DUTIES AND OBLIGATIONS OF MEMBERS

4.01 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law.

4.02 Liability for Company Debt. A Member shall not be personally liable for the debts or losses of the Company except as otherwise required by law.

4.03 Member Duties. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Management Committee, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.

4.04 Limitation on Authority of Members. Except as otherwise set forth herein, the Members shall have no right to take any part in, or interfere in any manner with, the conduct, control or management of the Company's business and shall have no right or authority to act for or bind the Company, said powers being vested solely and exclusively in the Management Committee. Except as otherwise expressly provided herein, the Members shall have only those rights granted exclusively to members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Agreement shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

4.05 Member Action. Subject to the provisions of Sections 5.05 and 5.06, the unanimous affirmative vote or written consent of the Members, acting through their Member Representatives, shall be required to take or approve any action by the Members unless the vote or written consent of a lesser proportion or number is otherwise permitted by this Agreement.

4.06 Transactions with Members. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. Any business dealings and undertakings (including, without limitation, the Management Agreement, Professional Services Agreement, Billing Agreement, and Sublease (as defined herein)) between the Company and a Member or one or more of its Affiliates shall be at arm's length and on commercially reasonable terms. The Members agree that the fees established under the Management Agreement, Professional Services Agreement, Billing Agreement, and Sublease as of the Effective Date will continue for the shorter of the term of such agreements or five years from the Effective Date; provided, however, that the Management Committee shall have the right to adjust such fees to ensure that the compensation paid to the Practice Group does not exceed fair market value and are commercially reasonable.

4.07 Restrictive Covenants.

(a) Each Member hereby acknowledges that any disclosure of the Company's or another Member's Confidential Information, as defined below, even inadvertent disclosure, would cause irreparable and material damage to the Company or to the other Member. Each Member hereby agrees that it and each of its Affiliates shall (i) maintain as confidential all of the Company's and the other Member's Confidential Information made known to it; (ii) protect the confidentiality thereof in the same manner in which it protects the confidentiality of similar Confidential Information of its own, at all times exercising at least a reasonable degree of care in the protection of the Confidential Information; and (iii) not disclose such Confidential Information to any third party without the express written consent of the owner of the Confidential Information, except to the extent required by law. Each Member agrees to assign to the Company and the other Members, as applicable, upon withdrawal of the Member or the Transfer of its Membership Interest, the Confidential Information made known to it as a result of its being a Member and in its possession upon such withdrawal or Transfer and to continue to maintain the confidentiality of the Confidential Information as provided herein. The obligations of each Member under this Section shall survive the withdrawal of the Member or the Transfer of its Membership Interest and the termination of this Agreement. "Confidential Information" includes, but is not limited to, all financial information; products and services and product and service information, including but not limited to, product and service costs, prices, profits and sales; new business ideas; business strategies; product and service plans; marketing plans and studies; forecasts and models; all intellectual property, including but not limited to, property or information that is protected by copyright or is copyrightable, that is protected by patent or that is patentable, or that is valuable and not generally known in the trade, including trade secrets, financial data, business plans and data, and any developments relating to foregoing, whether or not patentable or copyrightable; databases (and the documentation and information contained therein); research projects and all information connected with research and development efforts; records (including the business records of the

Company and the medical records of the patients of the Facilities); business relationships, methods and recommendations; patient lists (including the identities of patients and prospective patients); contract termination and renewal dates; personnel files; competitive analyses; all information relating to the operation of the Company's business; and other confidential, proprietary or trade secret information that has not been made available to the general public by the Company's management or the other Member.

(b) The restrictions in Section 4.07(a):

(1) shall not prohibit any Member or its Affiliates from taking any action on behalf of the Company;

(2) shall not apply to the activities of a Member, a former Member or its Affiliates if the Members unanimously consent to allow the Member or former Member to undertake the prohibited activity after full disclosure of all the relevant facts; and

(3) shall not prohibit any Member or its Affiliates from using for its own benefit or the benefit of others or to disclose or publish any information that (i) was rightfully in its possession prior to the date of this Agreement, (ii) was rightfully obtained from others without violation of its obligations to the Company or the other Members, (iii) was independently developed by the Member without the use of the Company's or the other Member's Confidential Information, or (iv) is or becomes within the public domain without breach of this Agreement.

(c) Each Member acknowledges that any violation of any provision of this Section 4.06(b)(1) will cause irreparable harm to the Company and the other Member, that damages for such harm will be incapable of precise measurement and that, as a result, the Company and/or the other Member will not have an adequate remedy at law to redress the harm caused by such violation. Therefore, in the event of such a violation, the parties agree that, in addition to other remedies, the aggrieved party shall be entitled, without the necessity of either proof of actual damage or the posting of a bond or other security, to injunctive relief, including but not limited to, an immediate temporary injunction, temporary restraining order and/or preliminary or permanent injunction to restrain or enjoin any such violation, and to reimbursement of any attorneys' fees incurred to enforce the provisions of this Section 4.06(b)(1). Nothing in this Agreement shall be construed to prohibit the Company and/or an aggrieved Member from pursuing any other remedy, the parties having agreed that all remedies are cumulative.

(d) Each Member hereby acknowledges the reasonableness of the restrictions contained in this Section 4.06(b)(1) in view of the purposes of the Company and the relationship of the Members. Each Member acknowledges that the restrictions contained in this Section 4.06(b)(1) represent mandatory conditions precedent to the execution of this Agreement, and that in the absence of such restrictions, neither Member would have consented to, or entered into, this Agreement.

4.08 **Indemnity of Members.** The Company shall indemnify and hold harmless each Member and each Member's officers, directors, employees and agents, including without limitation, the Member Representative (each a "Member Agent") against any and all liabilities, losses, expenses, and damages incurred or sustained by reason of his or her interest in or activities on behalf of the Company, except if such Member or Member Agent shall have been guilty of fraud, bad faith, gross negligence or willful misconduct. Such indemnification shall include the reasonable expenses (including reasonable attorneys' fees and costs) incurred by a Member or a Member Agent in connection with the defense of any action to which he or she may be made a party by reason of his or her interest in or activities on behalf of the Company. Any indemnity under this Section shall be provided out of and to the extent of Company assets only and no Member shall have any personal liability on account thereof.

4.09 **Reliance upon Third Parties.** Each Member Representative shall be fully protected in relying in good faith upon information, opinions, reports, or statements furnished by any Person as to matters the Member Representative reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care.

4.10 **Liability of Member Representatives.** In no event will any Member Representative be personally liable to the Company or any other Person for the debts, obligations or liabilities of the Company whether arising in contract, tort or otherwise, in acting on behalf of the Company or in his or her capacity as a Member Representative, except as otherwise required by applicable law, provided that his or her actions or omissions did not constitute fraud, bad faith, gross negligence or willful misconduct. No Member Representative shall be personally liable for failure to perform in accordance with, or to comply with the terms and conditions of, this Agreement or for any other reason unless such failure to conform or to comply or such other reason constitutes fraud, bad faith, gross negligence, or willful misconduct by such Member Representative.

ARTICLE 5

RIGHTS AND DUTIES OF THE MANAGEMENT COMMITTEE

5.01 Management Committee.

(a) The management of the Company shall be vested in a Management Committee, which shall consist of six (6) individuals (each individually referred to as a "Manage', and collectively as the "Managers"). The Hospital shall be responsible for designating three (3) of such Managers (each of which shall be referred to individually as a "Hospital Manager", and collectively as the "Hospital Managers") to the Management Committee. The Practice Group shall be responsible for designating three (3) of such Managers (each of which shall be referred to individually as a "Practice Group Manager", and collectively as the "Practice Group Managers") to the Management Committee. The Hospital and the Practice Group each may also designate one (1) additional non-voting participant to the Management Committee. The current Managers designated by the Members are set forth on Schedule 2 attached hereto.

(b) Regular meetings of the Management Committee may be held at such times and places as may be determined by the Management Committee, and once such determination has been made and notice given to each Manager, regular meetings may be held without any further notice. Special meetings of the Management Committee may be called by the President, a Member Representative, or by two or more Managers upon at least forty-eight (48) hours' notice. Attendance at a meeting of the Management Committee, in person or as otherwise permitted under this Agreement or the Act, by a majority of the Hospital Managers and a majority of the Practice Group Managers shall constitute a quorum.

(c) Action may be taken by the Management Committee without a meeting by consent, in writing, setting forth the action to be taken, signed by the number of Managers entitled to vote on such action as would be required to approve such action at a meeting at which all the Managers entitled to vote thereon were present. Such consent shall be filed with the records of the meetings of the Management Committee and shall be treated for all purposes as the act of the Management Committee.

(d) Managers may participate in a Management Committee meeting by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other.

(e) The Management Committee may, from time to time, designate by resolution one or more subcommittees, composed of Managers, with such powers and authority as may be prescribed in such resolution, to serve at the request of the Management Committee. Each subcommittee shall have at least two members and shall have an equal number of Hospital Managers and Practice Group Managers. Each subcommittee may determine the procedural rules for its meetings and conducting its business and shall act in accordance therewith. Adequate provision shall be made for notice to subcommittee members of all meetings. The presence of both a majority of the Hospital Managers and a majority of the Practice Group Managers serving on such Committee shall constitute a quorum; and all matters shall be determined by the vote or written consent of both a majority of the Hospital Managers and a majority of the Practice Group Managers serving on such subcommittee present at a meeting at which a quorum is present.

(f) It is the intention of the Members that this Agreement vest in the Hospital Managers such control over Company operations as is necessary to permit the Hospital member to ensure that the Company's operations exclusively further the tax-exempt purposes of the Hospital as set forth in Section 1.06 and 1.07 of this Agreement.

5.02 **Powers of Management Committee.** The Management Committee shall have full, exclusive, and complete discretion, power and authority (subject in all cases to Sections 5.04, 5.05, and 5.06, the other provisions of this Agreement and the requirements of applicable law) to manage, control, administer and operate the business and affairs of the Company so as to further the purposes of the Company as set forth in Section 1.06, and to make all decisions affecting such business and affairs, including without limitation, for Company purposes, the power to:

(a) acquire by purchase, lease, or otherwise any personal property, tangible or intangible;

(b) construct, operate, maintain, finance, and improve any real property or any personal property;

(c) sell, convey, assign, or lease any personal property;

(d) open and use bank accounts in the Company's name and to withdraw funds or issue checks, drafts or orders for the payment of money from such accounts;

(e) enter into agreements and contracts and to give receipts, releases, and discharges;

(f) appoint, employ or otherwise contract with any Person to perform services for or on behalf of the Company, and to grant to any such Person such authority to act on behalf of the Company as the Management Committee may from time to time deem appropriate;

(g) purchase liability and other insurance to protect the Company's assets and business;

(h) execute any and all other instruments and documents that may be necessary or, in the opinion of the Management Committee, desirable to carry out the intent and purpose of this Agreement;

(i) make any and all expenditures that the Management Committee, in its sole discretion, deems necessary or appropriate in connection with the management of the business and affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting, and other related expenses incurred in connection with the organization, financing, and operation of the Company;

(j) invest and reinvest Company reserves in short-term instruments or money market funds;

(k) oversee quality assurance, quality improvement, and best practices medicine;

(l) negotiate and enter into managed care contracts;

(m) ensure the proper and efficient use of the Facilities; and

(n) enter into any activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company.

5.03 Management of the Facilities. The Practice Group shall provide day-to-day management and administration of the business and affairs of the Company and its Facilities

pursuant to the terms of the Management Agreement. Any Management Agreement shall require the manager to operate the Company exclusively in furtherance of the charitable purposes of the Hospital Member as set forth in this Agreement. The Management Committee shall supervise the management and administration of the business and affairs of the Company and its Facilities.

5.04 **Fundamental Issues.** Notwithstanding anything herein to the contrary, the Management Committee may not take action with regards to any of the following fundamental issues without the unanimous vote or written consent of the Member Representatives except as provided in Sections 5.05 and 5.06:

(a) Creation, authorization, issuance, sale, grant or award of or entering into any agreement or adopting any plan to create, authorize, issue, sell, grant or award, directly or indirectly, any Membership Interests or other equity securities of the Company or any subsidiary;

(b) Any requirement for additional Capital Contributions in accordance with Section 3.02;

(c) Any change in the Company from a limited liability company to a corporation or other form of business entity;

(d) Any material change in the character of the Company's business;

(e) Redemption, purchase or other acquisition by the Company of any Membership Interest, Economic Interest or other equity securities of the Company, except as permitted or required by this Agreement;

(f) Entering into a transaction or series of transactions with any Affiliate of a Member, except for any transaction entered into in the ordinary course of business consistent with past practices and pursuant to the reasonable requirements of the business of the Company and upon terms substantially the same and no less favorable to the Company than it would obtain in a comparable arm's length transaction with any Person who is not an Affiliate;

(g) Owning, purchasing or acquiring any equity securities of, or any interest in, or making any capital contribution to, any other Entity, or owning, purchasing or acquiring any property not used in the usual and ordinary course of business;

(h) Making any amendment to its Articles of Organization or this Agreement or any comparable organizational documents;

(i) Liquidating, dissolving or winding up its business and affairs or filing a petition under any bankruptcy, reorganization, moratorium or other insolvency law, or seeking a judicial modification or alteration of the rights of its creditors or making an assignment for the benefit of its creditors;

(j) Appointment or termination of the Company's engagement with its independent public accountant;

(k) Adoption or amendment of an annual operating or capital budget;

(l) Sale, lease or other disposition by the Company of all or a part of its assets or business (whether by sale of assets, exclusive license or otherwise) having a fair market value in excess of Two Hundred Fifty Thousand Dollars ($250,000);

(m) Merging or consolidating the Company with or into any other Entity;

(n) Acquiring all or substantially all the assets of, or ownership interests in, another Entity;

(o) Borrowing money or incurring any debt for, or on behalf of, the Company, in excess of Two Hundred Fifty Thousand Dollars ($250,000);

(p) Executing for or on behalf of the Company any mortgage or deed of trust or prepaying, in whole or in part, refinancing, amending, modifying, or extending any mortgage or deed of trust for or on behalf of the Company;

(q) Creating a security interest in or causing a lien to be placed on any real property or any personal property of the Company;

(r) Acquiring by purchase, lease or otherwise, or transferring by sale, lease or otherwise, any real property;

(s) Consenting to the Transfer of all or any portion of a Membership Interest or Economic Interest or the admission of any Person as a substitute or additional Member;

(t) Amending or terminating the Management Services Agreement by and between the Company and the Practice Group providing for the provision of management services to the Company by the Practice Group, as it may be amended and renewed or extended from time to time (the "Management Agreement"), the Professional Services Agreement by and between the Company and the Practice Group providing for the provision by the Practice Group of professional radiology services to patients of the Facilities, as it may be amended and renewed or extended from time to time (the "Professional Services Agreement"), the Billing Agreement by and between the Company and the Practice Group providing for the provision of billing and collection services to the Company by the Practice Group, as it may be amended and renewed or extended from time to time (the "Billing Agreement"), or the Sublease by and between the Company and the Practice Group for the sublease to the Company by the Practice Group of office space at the Wethersfield Facility, as it may be amended and renewed or extended from time to time (the "Sublease");

(u) Entering into or terminating any contract or series of related contracts that require aggregate expenditures by the Company, or will result in aggregate gross payments by the Company, in excess of Two Hundred Fifty Thousand Dollars ($250,000); or

(v) Opening any new office or facility.

5.05 Exempt Status Matter Actions. Notwithstanding anything contained in this Agreement or any of the other Transaction Documents to the contrary, the Hospital Member Representative and the Hospital Managers shall have the exclusive right, power and authority to take, and to cause the Company to take or refrain from taking, any action on an Exempt Status Matter or to take any Exempt Status Matter Action, without the consent of the Practice Group Member Representative or the vote or approval of any of the Practice Group Managers; provided, however, that the Hospital Member Representative and the Hospital Managers shall not have the right, power or authority, without the prior written consent of the Practice Group Member Representative: to (i) authorize payment of any sort to the Hospital; (ii) change the Capital Account or Percentage Interest of any Member or Economic Interest Owner in the Company; (iii) require additional Capital Contributions; or (iv) require personal guarantees of any Member or Economic Interest Owner. Accordingly, neither the Company nor the Management Committee may take any action with respect to an Exempt Status Matter without the prior written consent of the Hospital Member Representative or the unanimous vote or written consent of the Hospital Managers. In the exercise of their special rights and powers under this Section 5.05, the Hospital Member Representative shall give prior written notice to, and seek the approval of, the Management Committee prior to taking any Exempt Status Matter Action. Such notice shall include the affirmative statement that the Hospital Managers have obtained a written opinion from a nationally recognized healthcare law firm that is not regularly retained by the Hospital Member that (i) substantial legal authority exists that an Exempt Status Matter exists and (ii) with respect to any proposed Major ESMA (as defined below), the Major ESMA is reasonably necessary to ensure that the Company is operated in a manner that is in furtherance of the Hospital's charitable purposes (in addition to those provided for in the Charity Care Policy), including promoting health for a broad section of the community. If the Management Committee does not approve the Exempt Status Matter Action described in such notice within thirty (30) days after receipt of such notice, the Hospital shall have the following options:

(a) If the Exempt Status Matter Action would *not* have a material impact on the financial position of the Company and would *not* have a material adverse effect on the compensation paid to the Practice Group under the Management Agreement, Professional Services Agreement, Billing Agreement, or Sublease, except where such effect is attributable to a failure of the compensation to reflect arm's length, fair market value, and commercially reasonable terms (a "Minor ESMA"), then the Hospital Member Representative or the Hospital Managers may take the Exempt Status Matter Action;

(b) If the Exempt Status Matter Action would (i) cause a termination of the Management Agreement, Professional Services Agreement, Billing Agreement, or Sublease, except a termination for failure of the contract to reflect arm's length, fair market value, and commercially reasonable terms, (ii) have a material adverse effect on the compensation paid to the Practice Group under the Management Agreement, Professional Services Agreement, Billing Agreement, or Sublease, except where such effect is attributable to a failure of the compensation to reflect arm's length, fair market value, and commercially reasonable terms, or (iii) have a material impact on the financial position of the Company (each a "Major ESMA"), then the Practice Group Representative or the Practice Group Managers may object to the Exempt Status Matter

Action and the Hospital Member Representative or the Hospital Managers shall take one of the following actions in their sole discretion:

(1) Withdraw the proposed Exempt Status Matter Action;

(2) Transfer the Hospital's entire Membership Interest to a for-profit affiliate of the Hospital, in which case all provisions in this Agreement that relate to Exempt Status Matters shall be null and void;

(3) Offer to sell the Hospital's entire Membership Interest to the Practice Group for a purchase price equal to its Appraised Value (as defined in Section 13.05) and, if such offer is accepted by the Practice Group, the Hospital shall cooperate with the Practice Group in obtaining any approval required by the State of Connecticut, Department of Public Health, Office of Health Care Access ("OHCA") in connection with the issuance of a CON related to the transfer of the such Membership Interest to the Practice Group and the obligation of the Practice to purchase such Membership Interest shall be contingent upon receipt by the Practice Group of such approval; or

(4) Dissolve and liquidate the Company pursuant to Section 14.01(b) or, at the option of the Practice Group, the Practice Group may instead acquire the Hospital's entire Membership Interest for a purchase price equal to its Appraised Value (as defined in Section 13.05), in which case the Hospital shall cooperate with the Practice Group in obtaining any approval required by the OHCA in connection with the issuance of a CON related to the transfer of the such Membership Interest to the Practice Group.

5.06 Special Powers of Hospital Member. Notwithstanding anything contained in this Agreement or any of the other Transaction Documents to the contrary, including, without limitation, Section 5.04 of this Agreement, the Hospital Member Representative and the Hospital Managers shall have the right, power and authority to take, and to cause the Company to take or refrain from taking, without the consent of the Practice Group Member Representative or the vote or approval of any of the Practice Group Managers, any action related to matters of Company financial policy, including, without limitation (each a "Special Hospital Action"): (a) adoption or material amendment of an annual operating or capital budget; (b) borrowings or other financings; (c) distribution policies and decisions; (d) cash management decisions; and (e) creation or modification of financial reserves or investment policies; provided, however, that no Special Hospital Action can cause a Member to be a guarantor or have any liability with respect to any such financing or borrowing without such Member's consent, which may be withheld for any or no reason. In the exercise of their special rights and powers under this Section 5.06, the Hospital Member Representative shall give prior written notice to, and seek input from, the Management Committee prior to taking any Special Hospital Action. Notwithstanding for foregoing, the Members agree that there is no intention to change the Company's existing budget process or operation of the Company at this time.

5.07 Term of the Managers. Each Manager shall hold office until his or her death, resignation, incapacity or removal as provided herein.

5.08 Resignation of a Manager. Any Manager of the Company may resign at any time by giving written notice to the Company and to the Member who designated such Manager. The resignation of any Manager shall take effect upon receipt by the Member and the Company of the notice thereof or at such later date specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.09 Removal of a Manager. A Manager may be removed at any time, with or without cause or notice, by the Member that originally designated such Manager or as described in Section 3.02(b).

5.10 Vacancies. Manager vacancies shall be filled by the Member who originally designated such Manager.

5.11 Manner of Acting. Except as otherwise provided herein, the affirmative vote or written consent of both a majority of the Hospital Managers and a majority of the Practice Group Managers shall be required to take or approve any action by the Management Committee.

5.12 Duties of Managers. Each Manager shall devote such time to the business and affairs of the Company as is necessary to carry out the duties set forth in this Agreement. The Management Committee shall manage the Company so as to further the purposes of the Company as set forth in Section 1.06 without regard to maximizing profitability.

5.13 Liability of Managers. In no event will any Manager be personally liable to the Company or any other Person for the debts, obligations or liabilities of the Company whether arising in contract, tort or otherwise, in acting on behalf of the Company or in his or her capacity as a Manager, except as otherwise required by applicable law, provided that his or her actions or omissions did not constitute fraud, bad faith, gross negligence or willful misconduct. No Manager shall be personally liable for failure to perform in accordance with, or to comply with the terms and conditions of, this Agreement or for any other reason unless such failure to conform or to comply or such other reason constitutes fraud, bad faith, gross negligence or willful misconduct by such Manager.

5.14 Indemnity of Managers. The Company shall indemnify and hold harmless each Manager against any and all liability, loss, expense, or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Company, except if such Manager shall have been guilty of fraud, bad faith, gross negligence or willful misconduct. Such indemnification shall include the reasonable expenses (including reasonable attorneys' fees and costs) incurred by a Manager in connection with the defense of any action to which he or she may be made a party by reason of his or her interest in or activities on behalf of the Company. The Management Committee may advance Company funds in connection with the Company's obligations under this Section. Any indemnity under this Section shall be provided out of and to the extent of Company assets only and no Member shall have any personal liability on account thereof.

5.15 Reliance upon Third Parties. The Management Committee and each Member Representative and Manager shall be fully protected in relying in good faith upon information, opinions, reports, or statements furnished by any Person as to matters the Management

Committee or Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care.

5.16 Compensation. The salary and other compensation of the Managers, if any, shall be fixed from time to time by the unanimous vote of the Member Representatives.

ARTICLE 6

OFFICERS OF THE COMPANY

6.01 General. The Management Committee shall appoint a President, a Vice President, Treasurer, Secretary, Medical Director and such other officers as it may deem necessary or advisable for the efficient management and operation of the Company's business and affairs. The President and the Vice President shall be selected from among the Managers. Any two or more offices may be held by the same person.

6.02 Authority and Duties. Officers of the Company shall have such authority and perform such duties in the management of the Company as may be provided in this Agreement or, to the extent not so provided, by resolution of the Management Committee.

6.03 Election and Term of Office. Officers of the Company shall be elected annually by the Management Committee. The initial President shall be appointed by the Practice Group, and the initial Vice President shall be appointed by the Hospital; and thereafter the President and the Vice President shall be appointed in alternate years by the Practice Group and the Hospital, respectively. Each officer shall hold office until his or her successor shall have been duly elected or until his or her prior death, resignation or removal. Election or appointment shall not of itself create contract rights.

6.04 Removal. Any officer of the Company may be removed by the Management Committee whenever in its judgment the best interest of the Company would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the Person so removed.

6.05 Resignation. Any officer of the Company may resign his or her office at any time by giving written notice thereof to the Chair or Vice Chair of the Management Committee. Such resignation shall take effect at the time specified therein, or if no time is specified therein, at the time of the receipt thereof, and the acceptance thereof shall not be necessary to make it effective.

6.06 Vacancies. A vacancy in any office shall be filled by the Management Committee for the unexpired portion of the term.

6.07 President. The President shall be the chief executive officer of the Company. He or she shall see that all orders and resolutions of the Management Committee are carried into effect. In general, the President shall perform all duties incident to the office of the President and such other duties as may from time to time be assigned to the President by the Management Committee.

6.08 Vice President. The Vice President shall have such general responsibility as may be assigned to him or her from time to time by the Management Committee or the President. At the request of the President, or in case of the President's absence or inability to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

6.09 Treasurer. The Treasurer shall have charge and custody of and be responsible for all the funds and securities of the Company; he or she shall keep full and accurate accounts of assets, liabilities, receipts and disbursements and other transactions of the Company in books belonging to the Company; and he or she shall deposit all moneys and other valuable effects of the Company in the name of and to the credit of the Company in such banks or other depositories as may be designated by the Management Committee. The Treasurer shall disburse or oversee the disbursement of the funds of the Company as may be ordered by the Management Committee, taking proper vouchers for disbursements, and shall render to the President and to the Managers at the meetings of the Management Committee, or whenever they may require it, a statement of all his or her transactions as Treasurer and an account of the financial condition of the Company. In general, he or she shall perform all the duties incident to the office of Treasurer and such other duties as may from time to time be assigned to the Treasurer by the Management Committee or by the President.

6.10 Secretary. The Secretary shall keep the minutes of the meetings of the Member Representatives and the Management Committee in one or more books provided for that purpose. In general, he or she shall perform all the duties incident to the office of Secretary and such other duties as may from time to time be assigned to the Management Committee or by the President.

6.11 Medical Director. The Medical Director shall be the chief operating officer of the Company, with such powers and duties, including without limitation responsibility for the day-to-day operations of the Facilities, as may be contemplated by applicable law, or as may be assigned to the Medical Director by the Management Committee. The Medical Director must at all times be on the active medical staff of the Hospital and a shareholder or employee of the Practice Group. The Medical Director shall be responsible for the implementation of the Company's Charity Care Policy. Without limiting the rights of the Management Company to remove the Medical Director in accordance with Section 6.04, the Hospital Managers may immediately remove the Medical Director for cause as reasonably determined by the Hospital Managers. For purposes of this Section 6.11, "cause" includes, without limitation:

(a) the denial, suspension, revocation, termination, relinquishment (under threat of disciplinary action) or restriction of the Medical Director's medical staff membership or privileges at any health care facility, including, without limitation, the Hospital, or of the Medical Director's license to practice medicine in any jurisdiction;

(b) conduct by the Medical Director that could reasonably be expected to affect the quality of professional care provided to patients of the Facilities or the

performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of the Facilities or their patients;

(c) the failure of the Medical Director to perform the duties of the position of Medical Director or materially comply with a policy or procedure of the Company or non-clinical directive of the Management Committee, after notice from the Hospital Managers and a thirty (30) day opportunity to cure;

(d) the conviction of the Medical Director of a criminal offense related to health care or the listing of the Medical Director by a federal agency as being debarred, excluded, or otherwise ineligible for participation in a federal healthcare program; or

(e) the reasonable determination that the Medical Director is not providing services to the Company in a manner that is exclusively in furtherance of the Hospital Member's tax-exempt charitable purposes under Section 501(c)(3) of the Code, including, without limitation, promoting health and providing or expanding access to healthcare services for a broad cross section of the community in a manner that complies with and is in furtherance of the community benefit standard in Revenue Ruling 69-545.

6.12 Other Officers. The Management Committee may from time to time appoint such other officers as it may deem necessary or advisable, each of whom shall hold office for such period, have such authority and perform such duties as the Management Committee may from time to time determine.

ARTICLE 7

DISTRIBUTIONS AND ALLOCATIONS OF PROFIT AND LOSS

7.01 Distributions. Distributable Cash, if any, shall be distributed to the Members and Economic Interest Owners within sixty (60) days after the end of the Company's first fiscal year and within thirty (30) days after the end of each fiscal quarter thereafter or as otherwise determined by the Management Committee. Distributions, other than tax distributions made in accordance with Section 7.01(b) and liquidating distributions that shall be made in accordance with Section 14.03, shall be made to the Members and Economic Interest Owners in proportion to their Percentage Interests in the Company, subject to any special allocations under Section 7.03. For purposes hereof, the phrase "Distributable Cash" shall mean, for any fiscal period, at the time of determination, the Company's cash reduced by such reasonable reserves as the Management Committee shall establish to provide for operating expenses and any contingent, anticipated or unforeseen expenditures or liabilities of the Company reasonably known in amount, including, without limitation, reserves for replacements and capital improvements. Distributable Cash shall be determined without including proceeds received or to be received on account of, or expenses paid or to be paid from, Capital Contributions of, or loans from, the Members.

(a) With respect to each fiscal year of the Company, or part thereof, the Company shall distribute, to the extent that it has cash or other liquid investments, to each Member and Economic Interest Owner (who is a Member or Economic Interest

Owner as of the date of the distribution) an amount of cash equal to forty percent (40%) of the net amount of Profit and Loss allocated to such Member or Economic Interest Owner for such year under this ARTICLE 7, less any "Net Distributions" to such Member or Economic Interest Owner (the "Tax Distribution"). The Tax Distribution required under this Section 7.01(b) shall be made on or before March 14 following the close of each fiscal year of the Company. "Net Distributions" shall mean any distribution of cash or property to a Member or Economic Interest Owner with respect to its Membership Interest or Economic Interest made during the twelve month period ending on April 1 after the close of the fiscal year, but shall not include any payment for services, any guaranteed monthly payment, any reimbursement for expenses incurred by a Member on the Company's behalf, and any payment in redemption of a Member's Membership Interest or an Economic Interest Owner's or Economic Interest. The Tax Distributions shall be made without regard to the taxable or tax-exempt status of the Member or Economic Interest Owner.

7.02 Allocations of Profit and Loss. After giving effect to the special allocations set forth in Section 7.03 for any taxable year of the Company, Profit or Loss shall be allocated to the Members and the Economic Interest Owners in proportion to their respective Percentage Interests.

7.03 Regulatory Allocations.

(a) No Member or Economic Interest Owner shall be allocated Loss or deductions if the allocation causes the Member or the Economic Interest Owner to have an Adjusted Capital Account Deficit, after the allocation of all Profit and gains. If a Member or an Economic Interest Owner receives (i) an allocation of Loss or deduction (or item thereof) or (ii) any distribution, that causes the Member or the Economic Interest Owner to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a *pro rata* portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Member or Economic Interest Owner, before any other allocation is made of Company items for that taxable year, in the amount and in the proportions required to eliminate the excess as quickly as possible. This Section 7.03(a) is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b). Any special allocations of items of Profit or Loss pursuant to this Section 7.03(a) shall be taken into account in computing subsequent allocations of Profit and Loss pursuant to this Agreement, so that the net amount of any items so allocated and the Profit, Loss, and other items allocated to each Member and Economic Interest Owner shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member or Economic Interest Owner pursuant to this Agreement if such special allocation had not occurred.

(b) Except as set forth in Regulation Sections 1.704-2(f)(2), (3) and (4), if during any taxable year, there is a net decrease in Minimum Gain, each Member and Economic Interest Owner, prior to any other allocation pursuant to this ARTICLE 7, shall be specially allocated items of gross income and gain for such taxable year (and if

necessary, subsequent taxable years) in an amount equal to that Member's or Economic Interest Owner's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a *pro rata* portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 7.03(b) shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

(c) Except as set forth in Regulation Section 1.704-2(i)(4), if during any taxable year, there is a net decrease in Member Nonrecourse Debt Minimum Gain, each Member and Economic Interest Owner, prior to any other allocation pursuant to this ARTICLE 7, shall be specially allocated items of gross income and gain for such taxable year (and if necessary, subsequent taxable years) in an amount equal to that Member's or Economic Interest Owner's share of the net decrease of Member Nonrecourse Debt Minimum Gain, computed in accordance with Regulation Section 1.704-2(i)(5). Allocations of gross income and gain pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of Regulation Section 1.704-2(b)(4)), to the extent of the Member Nonrecourse Debt Minimum Gain attributable to those assets, and thereafter, from a *pro rata* portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 7.03(c) shall constitute a "chargeback of partner nonrecourse debt minimum gain" under Regulation Section 1.704-2(i)(4).

(d) To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Members and the Economic Interest Owners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

(e) Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Members and the Economic Interest Owners in proportion to their Percentage Interests.

(f) Any Member Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Member or the Economic Interest Owner who bears the risk of loss with respect to the loan to which the Member Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(i).

7.04 **<u>Contributed Property and Book-ups</u>**. In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income,

gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Members and the Economic Interest Owners so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Regulations thereunder. Any elections or decisions relating to such allocations shall be made by the Management Committee in a manner that reasonably reflects the intent of this Agreement. Allocations pursuant to this Section 7.04 are solely for tax purposes and shall not affect any Member's or any Economic Interest Owner's Capital Account.

7.05 General.

(a) If any assets of the Company are distributed in kind to any Member or Economic Interest Owner, those assets shall be valued on the basis of their Agreed Value, and any Member or any Economic Interest Owner entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Members and Economic Interest Owners so entitled. The Profit or Loss for each distributed asset shall be determined as if the asset had been sold at its Agreed Value, and the Profit or Loss shall be allocated as provided in Section 7.02 and shall be properly credited or charged to the Capital Accounts of the Members and the Economic Interest Owners prior to the distribution of the assets.

(b) All Profit and Loss shall be allocated to the Persons shown on the records of the Company to have been Members or Economic Interest Owners during the year, as of the last day of the taxable year for which the allocation is to be made. Notwithstanding the foregoing, unless the Company elects to separate its taxable year into segments, if there is a Transfer or an Involuntary or Voluntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Member or Economic Interest Owner and his or her successor or, in the case of a Transfer to the Company or a Voluntary Withdrawal, among the remaining Members and Economic Interest Owners, on the basis of the number of days each was a Member or an Economic Interest Owner during the taxable year. However, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to any extraordinary non-recurring items of the Company.

(c) All *pro rata* distributions shall be made to the Persons shown on the records of the Company to be Members or Economic Interest Owners as of the day of the distribution.

(d) To the extent any compensation for goods or services, that is paid to a Member or an Economic Interest Owner by the Company, is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member or the Economic Interest Owner other than in the Person's capacity as a Member or an Economic Interest Owner within the meaning of Code Section 707(a),

the Member or the Economic Interest Owner shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's or the Economic Interest Owner's Capital Account shall be adjusted to reflect the payment of that compensation.

(e) The Management Committee is hereby authorized, upon the advice of the Company's tax counsel, to amend this ARTICLE 7 to comply with the Code and the Regulations promulgated under Code Section 704(b). However, no amendment shall materially affect distributions to a Member or an Economic Interest Owner without the Member's or Economic Interest Owner's prior written consent.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

8.01 Representations and Warranties of the Practice Group. The Practice Group represents and warrants to the Hospital that:

(a) The Practice Group is a Connecticut professional corporation and is duly organized and validly existing under the laws of the State of Connecticut and has all requisite power and authority to own, operate and lease its properties and carry on its business as it is now being conducted and to execute and deliver this Agreement, the Management Agreement, the Professional Services Agreement, the Billing Agreement, the Sublease and the other agreements and instruments contemplated by this Agreement ("Transaction Documents") and to consummate the transactions contemplated hereby or thereby.

(b) The execution and delivery of this Agreement and the other Transaction Documents by the Practice Group, the performance by the Practice Group of its obligations hereunder and thereunder, and the consummation by it of the transactions contemplated hereby and thereby, have been duly authorized by its Board of Directors. No other corporate action on the part of the Practice Group is necessary to authorize the execution and delivery of this Agreement and the other Transaction Documents or the consummation of the transactions contemplated hereby and thereby. This Agreement and the other Transaction Documents have been duly and validly executed and delivered by the Practice Group and constitute its valid and binding obligations, enforceable against it in accordance with their respective terms.

(c) The execution, delivery and performance of this Agreement and the other Transaction Documents by the Practice Group do not and will not (a) violate, conflict with or result in the breach of any provision of its Certificate of Incorporation or Bylaws, (b) conflict with or violate any Law or Order applicable to the Practice Group or any of its assets, properties or businesses, assuming that the appropriate approvals from OHCA have been obtained and are in full force and effect, or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of

any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which the Practice Group is a party or by which any its assets or properties is bound or affected, assuming that the landlord has consented to the Sublease.

(d) The execution, delivery and performance of this Agreement and the other Transaction Documents by the Practice Group do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to (i) any Governmental Authority, other than the approval of OHCA, or (ii) any third party, assuming that the landlord has consented to the Sublease.

(e) The Practice Group shall ensure that any physicians of the Practice Group who provide professional, management, administrative, or any other services to the Company under any agreement with the Company are active members of the medical staff of the Hospital or a Hospital Affiliate.

8.02 Representations and Warranties of the Hospital. The Hospital represents and warrants to the Practice Group that:

(a) The Hospital is a specially chartered Connecticut corporation and is duly organized and validly existing under the laws of the State of Connecticut and has all requisite power and authority to own, operate and lease its properties and carry on its business as it is now being conducted and to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(b) The execution and delivery of this Agreement by the Hospital, the performance by the Hospital of its obligations hereunder, and the consummation by it of the transactions contemplated hereby have been duly authorized by the Executive Committee of its Board of Directors. No other corporate action on the part of the Hospital is necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Hospital and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(c) The execution, delivery and performance of this Agreement by the Hospital do not and will not (a) violate, conflict with or result in the breach of any provision of its Certificate of Incorporation or Bylaws, (b) conflict with or violate any Law or Governmental Order applicable to the Hospital or any of its assets, properties or businesses, assuming that the appropriate approvals from OHCA have been obtained and are in full force and effect, or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which the Hospital is a party or by which any its assets or properties is bound or affected.

(d) The execution, delivery and performance of this Agreement by the Hospital do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to (i) any Governmental Authority, other than the approval of OHCA, or (ii) any third party.

ARTICLE 9

BOOKS, RECORDS, ACCOUNTING AND TAX ELECTIONS

9.01 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Management Committee shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

9.02 Books and Records. (a) The Management Committee shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. At a minimum, the Company shall keep the following records:

(1) A current list of (i) the full name and business address of each Member and Economic Interest Owner, Member Representative and Manager, (ii) the amount of cash each Member and Economic Interest Owner has contributed, (iii) a description and statement of the Agreed Value of the other property each Member and Economic Interest Owner has contributed or has agreed to contribute in the future, and (iv) the date on which each became a Member or an Economic Interest Owner;

(2) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(3) Copies of the Company's federal, state, and local income tax returns and reports (including information returns), if any, for the three most recent years;

(4) Copies of the Company's currently effective Operating Agreement;

(5) Copies of the Company's financial statements for the three most recent years;

(6) Minutes of every meeting of the Members;

(7) Any written consents obtained from the Members for actions taken by the Members without a meeting;

(8) Minutes of every meeting of the Managers; and

(9) A copy of the Charity Care Policy.

(b) The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member, or any former Member (but only those books and records pertaining to the period in which he or she was a Member), or the Member's duly authorized representative at any and all reasonable times during normal business hours.

(c) Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection or copying of the Company's books and records.

(d) At the request of any Member, and at the requesting Member's expense, the Management Committee shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by that Member.

9.03 Annual Accounting Period. The annual accounting period and the fiscal year of the Company shall be its taxable year. The Company's taxable year shall be the annual period ending on December 31.

9.04 Accounting. The Company shall maintain its books and records on the accrual basis of accounting.

9.05 Returns and Other Elections. The Management Committee shall (i) cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business; (ii) shall send a copy of Schedule K-1 or any successor or replacement form thereof to each Member and Economic Interest Owner as soon as the same is filed; and (iii) shall cause the Company to file any other documents from time to time as may be required by any state or any subdivision thereof. All tax elections may be made by the Management Committee in its sole discretion, provided that the Management Committee shall make any tax election authorized by a unanimous vote of all the Members. However, the Management Committee may not make an election for the Company (i) to be excluded from the provisions of Subchapter K of the Code or (ii) to be treated as a corporation for federal income tax purposes, without the unanimous consent of the Members. The determination by the Management Committee with respect to the treatment of any item or its allocation for federal, state or local tax purposes shall be binding so long as such determination will not be inconsistent with any provision of this Agreement.

9.06 Tax Matters Partner. The Practice Group shall be and is designated the "Tax Matters Partner" (as defined in Code Section 6231) and is authorized and required (i) to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings; (ii) to expend Company funds for professional services and costs associated therewith; and (iii) to keep all Member Representatives and Managers informed of all notices from government taxing authorities that may come to the attention of the Tax Matters Partner. The Members agree to cooperate with each other and to do or refrain from doing any and all

things reasonably required to conduct such proceedings. The Company shall indemnify and save harmless the Tax Matters Partner from and against any loss, damage, liability or expense incurred or sustained by it by reason of any act performed by it, or any failure by it to act, as the Tax Matters Partner, provided that any such act or failure to act shall not result from its willful misconduct, gross negligence, fraud or a material breach of this Agreement.

(a) Prompt written notice shall be given by the Tax Matters Partner to the Member Representatives upon receipt of advice that any tax authority intends to examine Company's income tax returns for any year.

(b) The Hospital shall have the right participate in any Tax Audit relating to the Company and shall be entitled to control any such Tax Audit to the extent that such audit or any related proceedings could generate any "unrelated business taxable income" for the Hospital or could adversely impact the Hospital's status as an organization that is exempt from federal income taxation pursuant to Code Section 501(a) as an organization described in Code Section 501(c)(3). No Member shall settle any action, suit or proceeding in respect of a Tax Audit proceeding, whether or not under its control, without the consent of the other party if such settlement will have an adverse economic impact on that other party, its assets or its business.

(c) If any Member intends to file a petition under Section 6226 or 6228 of the Code with respect to any Company item or other tax matters involving the Company, the Member Representative of such Member shall notify the Member Representative of the other Member of such intention and the nature of the contemplated proceeding. In the case where the Tax Matters Partner is the Member intending to file such petition, such notice shall be given within a reasonable time to allow the Hospital's Member Representative to participate in the choosing of the forum in which such petition will be filed. If the Hospital's Member Representative does not agree on the appropriate forum, the petition shall be filed in the United States Tax Court. If any Member intends to seek review of any court decision rendered as a result of the proceeding instituted under the preceding part of this Section, such party shall notify the Member Representatives of the other Member of such intended action prior to seeking such review.

(d) The Tax Matters Partner shall not bind the Hospital to a settlement agreement with any taxing authority without the prior written consent of the Hospital's Member Representative. If any Member enters into a settlement agreement with the Secretary of the Treasury with respect to any Company items, as defined by Section 6231(a)(3) of the Code, it shall notify the Member Representative of the other Member regarding such settlement agreement and its terms within thirty (30) days from the date of settlement.

(e) These provisions shall survive the termination of the Company or the termination of any party's interest in the Company and shall remain binding on the Company for a period of time necessary to resolve with any tax authorities any and all matters regarding the income taxation of the Company and each of the Members with respect to Company matters.

9.07 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

ARTICLE 10

TRANSFERS

10.01 Transfers. Except as otherwise provided in this Agreement, no Member may Transfer all, or any portion of, or any interest or rights in, its Membership Interest or Economic Interest, and no Economic Interest Owner may Transfer all, or any portion of, or any interest or rights in, its Economic Interest, including the assignment of the right to receive distributions. An Involuntary Withdrawal shall be governed by Section 13.02 of this Agreement.

10.02 Transfers to Affiliates. Notwithstanding Section 10.01, a Member may transfer all of its Membership Interest or Economic Interest to an Affiliate. In the case of a transfer of the Economic Interest, the transferee shall succeed to the transferor's rights in the Economic Interest transferred, including the right to receive distributions, except that the transferee shall not become a Member, and shall not be entitled to vote on any matter coming before the Members. All rights, including voting rights, not transferred by the transferee with the transfer of its Economic Interest shall be retained and shall continue to be exercisable by the transferor. If the transferor transfers its Membership Interest hereunder, the transferee shall be admitted as an additional or substitute Member with full voting rights, upon such Affiliate's written acceptance and adoption of all of the terms and provisions of this Agreement.

10.03 Right of First Offer. If a Member or Economic Interest Owner ("Transferor") desires to Transfer all (and not less than all) of the Transferor's Economic Interest (the "Interest to be Transferred"), the Transferor shall notify the Company and each Member of that desire (the "Transfer Notice"). The Transfer Notice shall describe the Interest to be Transferred, the proposed transferee (the "Transferee"), the consideration to be paid for the Interest to be Transferred, and all other material terms of the Transfer. The Company and the non-transferring Members shall have the option (the "Purchase Option") to purchase the Interest to be Transferred for the Purchase Price and on the Payment Terms as set forth herein. Upon the delivery of the first Transfer Notice, the Transferor shall be and remain obligated to sell the Interest to be Transferred under this Section until the end of the Member Transfer Period as described herein. The purchase under this Section shall be subject to the following terms and conditions:

(a) The Interest to be Transferred shall be purchased by the Company, if the Members, other than the Transferor, unanimously consent to the purchase of the Interest to be Transferred by the Company. Otherwise, the Members, other than the Transferor, shall have the right to purchase the Interest to be Transferred. In the event that more than one Member elects to purchase the Interest to be Transferred, each Member shall have the right to purchase the Interest to be Transferred in the same proportion as that Member's Percentage Interest bears to the total Percentage Interest of all Members who have elected to purchase the Interest to be Transferred.

(b) The Company may elect to exercise the Purchase Option at any time prior to the thirtieth (30th) calendar day following its receipt of the Transfer Notice (the

"Company Transfer Period"), by giving written notice of its election to the Transferor. If the Company does not elect to exercise the Purchase Option within the Transfer Period, the Transferor shall provide written notice to each non-transferring Member of such failure. The non-transferring Members shall then have the right to elect to exercise the Purchase Option by giving written notice of such election to the Transferor, at any time prior to the thirtieth (30th) calendar day following the day the last notice of the Company's failure to exercise the Purchase Option was given to a non-transferring Member hereunder (the "Member Transfer Period"). The Company or the Members may elect to purchase all but not less than all of the Interest to be Transferred.

(c) If the Company or a Member elects to exercise the Purchase Option, the Company's or the Member's notice of its election shall fix a closing date (the "Transfer Closing Date") for the purchase, which shall not be earlier than five (5) calendar days, nor more than thirty (30) calendar days, after the expiration of the Company Transfer Period or the Member Transfer Period, as the case may be. The Transferor shall be obligated to transfer on the Transfer Closing Date the Interest to be Transferred by the Company or the Member.

(d) The Company and the Members shall have the right to purchase the Interest to be Transferred at the price set forth in the Transfer Notice.

(e) In the event that the Company or a Member (the "Purchaser") exercises its right to purchase the Interest to be Transferred, the Purchaser may elect to pay the purchase price on the Transfer Closing Date (i) in cash, (ii) in five equal annual installments, with the first installment to be paid on the Transfer Closing Date, together with interest calculated at a minimum rate per annum at which no interest will be imputed for federal income tax purposes; or (iii) on any other terms mutually agreed to by the Transferor and the Purchaser.

(f) On the Transfer Closing Date, the Transferor shall convey and assign to the Purchaser, by assignment with warranty of title, free and clear of all liens, claims, and encumbrances arising through the assignor, the Interest to be Transferred (or if there is more than one Purchaser, the portion purchased by that Purchaser) and shall execute and deliver to the Purchaser all documents that are reasonably required to give effect to the sale and acquisition of the Interest to be Transferred, provided that the Transferor may retain a security interest in the Interest to be Transferred if the Purchaser elects to pay the Purchase Price as set forth in Section 10.03(e)(ii) above. The Transferor and the Purchaser shall take such other actions and execute such other documents as may be necessary or appropriate to give effect to any transaction contemplated by this Section.

(g) If the Company or the Members fail to exercise the Purchase Option, the Transferor shall be permitted to transfer the Interest to be Transferred to the proposed Transferee at the price and on the other terms set forth in the Transfer Notice for a period of ninety (90) days (the "Free Transfer Period") after the expiration of the Member Transfer Period. If the Transferor does not Transfer the Interest to be Transferred within the Free Transfer Period, the Transferor's right to Transfer the Interest to be Transferred pursuant to this Section shall cease and terminate. Any Transfer of the Interest to be

Transferred made after the last day of the Free Transfer Period without strict compliance with the terms, provisions, and conditions of this Section 10.02 and the other terms, provisions, and conditions of this Agreement, shall be null, void, and of no force or effect.

10.04 Tag-Along Rights.

(a) If a Transferor desires to Transfer an Interest to be Transferred pursuant to Section 10.03, and neither the Company nor the non-transferring Member exercise their Purchase Option under Section 10.03, then the Transferor agrees that it shall not Transfer the Interest to be Transferred unless the terms and conditions of such Transfer shall include an offer by the Transferee to purchase the Membership Interest or Economic Interest, as applicable, of the non-transferring Member ("Tag-Along Member"), at such Tag-Along Member's option and at the same price and on the same terms and conditions as apply to the Transferor (for purposes of this Section 10.04, the "Selling Member").

(b) The Selling Member shall notify the Company and the Tag-Along Member of any proposed Transfer to which the provisions of this Section 10.04 apply. Each such notice shall set forth: (i) the name of the Third Party; (ii) the address of the Third Party; (iii) the proposed amount and form of consideration and terms and conditions of payment offered by the Third Party, and any other material terms pertaining to the Transfer (the "Third-Party Terms"); and (iv) that the Third Party has been informed of the "Tag-Along Rights" provided for in this Section 10.04 and has agreed to purchase the Tag-Along Member's Membership Interest or Economic Interest in accordance with the terms hereof.

(c) The Tag-Along Rights set forth above in this Section 10.04 may be exercised by the Tag-Along Member by delivery of a written notice to the Company and the Selling Member (the "Tag-Along Notice") within ten (10) business days following receipt of the notice specified in the preceding paragraph. The Tag-Along Notice shall state that the Tag-Along Member wishes to be included in the Transfer to the Third Party.

(d) Upon the giving of a Tag-Along Notice, the Tag-Along Member shall be entitled and obligated to sell its Membership Interest or Economic Interest, as applicable, to the Third Party on the Third-Party Terms. After expiration of the ten (10) business day period referred to in Section 10.04(c) above, if the provisions of this Section have been complied with in all material respects, the Selling Member shall have the right for a one hundred twenty (120) day period (the "Tag-Along Free Period") to Transfer its Interest to be Transferred to the Third Party on the Third-Party Terms (or on other terms no more favorable to the Selling Member) without further notice to any Tag-Along Member who has not given a Tag-Along Notice, but after such Tag-Along Free Period no such Transfer may be made without again giving notice to the Tag-Along Member of the proposed Transfer and complying with the requirements of this Section 10.04. Any Transfer of the Interest to be Transferred made after the last day of the Tag-Along Free Period without strict compliance with the terms, provisions, and conditions of this Section 10.04 and the other terms, provisions, and conditions of this Agreement, shall be null, void, and of no force or effect.

(e) At the closing of the Transfer to any Third Party (of which the Selling Member shall give the Tag-Along Member who has elected to exercise the Tag-Along Right provided by this Section 10.04 at least ten (10) Business Days' prior written notice), the Third Party shall remit to the Tag-Along Member the consideration for the total sales price of the Membership Interest or Economic Interest of such Tag-Along Member sold pursuant thereto, upon compliance by such Tag-Along Member with any conditions to closing generally applicable to the Selling Member and the Tag-Along Member selling its Membership Interest or Economic Interest in the transaction.

(f) Each Member hereby acknowledges and agrees that the Company shall have a right to terminate immediately without cause any Related Party Contract between the Company and the Practice Group or one or more of the Practice Group's Affiliates, including, without limitation, the Practice Group Contracts (as defined below), upon an exercise by the Practice Group of the Tag-Along Rights provided for in this Section 10.04 where such Tag-Along Rights result in the Practice Group selling all of their Membership Interest in the Company.

10.05 **Reasonableness of Restrictions**. Each Member hereby acknowledges the reasonableness of the restrictions contained in this Article in view of the purposes of the Company, the tax-exempt status of the Hospital and the relationship of the Members. The Transfer of any Membership Interest or Economic Interest in violation of the restrictions contained in this Article shall be deemed invalid, null and void, and of no force or effect. Any Person to whom a Membership Interest or Economic Interest, or any portion thereof, is attempted to be transferred in violation of this Article shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company or have any other rights in or with respect to the Membership Interest or Economic Interest, or portion thereof.

ARTICLE 11

ONE-PERCENT BUY BACK

11.01 **Buy-Back Right**. Within ninety (90) days of notice from the Hospital of a Buy-Back Event, the Practice Group shall have the right, subject to Section 11.02 below, to purchase one percent (1%) of the Company from the Hospital. The Practice Group shall exercise its rights hereunder by giving written notice to the Hospital (the "Buy-Back Notice), including the closing date ("Closing Date") for such sale, which Closing Date shall be no fewer than ninety (90) calendar days after the date the Hospital receives the Buy-Back Notice. Whether the Buy-Back Event has a material adverse effect on the compensation paid to the Practice Group under the Management Agreement, Professional Services Agreement, Billing Agreement, or Sublease, except where such effect is attributable to a failure of the compensation to reflect arm's length, fair market value, and commercially reasonable terms, shall be an Arbitrable Issue.

11.02 **Sale; Rescission or Amendment**. Upon receipt of the Buy-Back Notice, the Hospital shall have a sixty (60) day period in which to rescind the action that gave rise to the Buy-Back Event (or to amend the action so that it no longer constitutes a Buy-Back Event), in which case the Practice Group shall have no further rights under this ARTICLE 11. The fact as

to whether the Hospital has rescinded the action or amended the action as set forth in the prior sentence shall be an Arbitrable Issue. If the Hospital does not rescind the action that gave rise to the Buy-Back Event (or amend the action so that it no longer constitutes a Buy-Back Event), the Hospital shall be obligated to sell one percent (1%) of the Company to the Practice Group for the Appraised Value as defined in Section 13.05, without any discount for lack of voting rights, marketability or control. Upon the closing of such sale the Operating Agreement of the Company will be automatically amended to remove the Hospital special powers under Sections 5.05 and 5.06.

ARTICLE 12

ADDITIONAL MEMBERS

The Members, acting unanimously through their respective Member Representatives, shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for such contributions as shall be determined by such Members, acting through their respective Member Representatives, and in connection with any such admission, the Management Committee shall have the right to amend Schedule 1 to reflect the name, address, Capital Contribution, the agreed value of property contributed to the Company and Percentage Interest of the admitted Member. The admission of any Person as a substitute or additional Member shall be conditioned upon such Person's written acceptance and adoption of all the terms and provisions of this Agreement.

ARTICLE 13

WITHDRAWALS OF MEMBERS

13.01 Voluntary Withdrawal. No Member or Economic Interest Owner shall have the right or power to Voluntarily Withdraw from the Company, except as otherwise provided by this Agreement.

13.02 Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the withdrawn Member or Economic Interest Owner shall thereupon become an Economic Interest Owner but shall not become a substitute Member without the unanimous vote or written consent of the remaining Members. The successor Economic Interest Owner shall have all the rights of an Economic Interest Owner, subject to the provisions of this Agreement, including the obligation to sell its Economic Interest under Section 13.03. However, neither the withdrawn Member or Economic Interest Owner nor the successor Economic Interest Owner shall be entitled to receive, in liquidation of the withdrawn Member's Membership Interest or Economic Interest Owner's Economic Interest, the fair market value of the withdrawn Member's Membership Interest or Economic Interest Owner's Economic Interest as of the date the Member or Economic Interest Owner Involuntarily Withdrew from the Company, except as otherwise provided by this Agreement.

13.03 Right to Buy Interest. Upon the Involuntary Withdrawal of a Member or an Economic Interest Owner, the Company and the Members (the "Purchasing Members"), other than the withdrawn Member, shall have the right to purchase all, but not less than all, of a

withdrawn Member's Economic Interest, who shall be obligated to sell, upon the receipt of Notice and for the Purchase Price and on the Payment Terms as set forth herein. The purchase under this Section shall be subject to the following terms and conditions:

(a) Upon the occurrence of the Involuntary Withdrawal, the withdrawn Member shall be and remain obligated to sell its Economic Interest for a period (the "Transfer Period") of twelve (12) months following the day the Members, other than the withdrawn Member, receive written notice of the Involuntary Withdrawal.

(b) The withdrawn Member's Economic Interest shall be purchased by the Company if the Management Committee consents to the purchase of the Economic Interest by the Company. Otherwise, the remaining Members shall have the right to purchase the withdrawn Member's Economic Interest. In the event that more than one Member elects to purchase the withdrawn Member's Economic Interest, each Member shall have the right to purchase the withdrawn Member's Economic Interest in the same proportion as that Member's Percentage Interest bears to the total Percentage Interest of all Members who have elected to purchase the withdrawn Member's Economic Interest.

(c) At any time during the Transfer Period, the Company or a Member may elect to purchase the withdrawn Member's Economic Interest by giving written notice of its election to the withdrawn Member. If such election is not made within the Transfer Period, any right to purchase the withdrawn Member's Economic Interest shall be waived.

(d) If the Company or a Member elects to purchase the withdrawn Member's Economic Interest, the Company's or the Member's notice shall fix a Closing date (the "Transfer Closing Date") for the purchase, which shall not be earlier than five (5) days after the expiration of the Transfer Period, nor more than sixty (60) days after the expiration of the Transfer Period.

(e) The Purchase Price for the withdrawn Member's Economic Interest shall be the Appraised Value of the withdrawn Member's Economic Interest, as determined under Section 13.05.

(f) In the event that a Member or the Company (the "Buyer") exercises its right to purchase the withdrawn Member's Economic Interest, the Buyer may elect to pay the purchase price on the Transfer Closing Date (i) in cash, or (ii) in five equal annual installments, with the first installment to be paid on the Transfer Closing Date, together with interest calculated at a minimum rate per annum at which no interest will be imputed for federal income tax purposes, or (iii) on any other terms mutually agreed to by the withdrawing Member and the Buyer; provided, however, if the Hospital withdraws pursuant to Section 5.05, the purchase price shall be payable in cash.

(g) The sale and acquisition of the withdrawn Member's Economic Interest (the "Transfer Closing") shall occur on the Transfer Closing Date. At such closing, the withdrawn Member shall convey and assign to the Buyer by assignment with general warranty of title, free and clear of all liens, claims, and encumbrances, the entire

Economic Interest of the withdrawn Member and shall execute and deliver to the Buyer all documents that are reasonably required to give effect to the sale and acquisition of such Economic Interest, provided that the withdrawn Member may retain a security interest in the Economic Interest if the Buyer elects to pay the Purchase Price installments as set forth in Section 13.03(f)(ii). The withdrawn Member and the Buyer shall take such other actions and execute such other documents as may be necessary or appropriate to give effect to any transaction contemplated by this Section.

13.04 **Dissolution Upon Involuntary Withdrawal**. Unless the Company and the Members, other than the withdrawn Member, unanimously agree otherwise, if both the Company and the remaining Members fail to exercise their option to buy the withdrawn Member's Economic Interest under Section 13.03, the Company shall be dissolved and liquidated pursuant to ARTICLE 14 of this Agreement.

13.05 **Appraised Value**. For the purposes of this ARTICLE 13, the term "Appraised Value" means the appraised fair market value of an Economic Interest in the Company as provided in this Section 13.05. The Purchaser and the withdrawn Member shall each endeavor to agree upon a single appraiser to determine the fair market value of the Economic Interest being sold (without any discount for lack of voting rights, marketability or control) as of the date of the Involuntary Withdrawal. If the Purchaser and the withdrawn Member agree upon a single appraiser, then such appraiser shall render a written report stating the value of the Economic Interest. If the Purchaser and the withdrawn Member are unable to agree upon a single appraiser within sixty (60) days after the withdrawn Member's receipt of the election under Section 13.03(c) each of them shall appoint, by written notice to the other, within ten (10) days after the expiration of such sixty (60) day period, an appraiser. If these two appraisers agree upon the fair market value of the Economic Interest, they shall jointly render a single written report stating that value. If the two appraisers cannot agree upon the value of the Economic Interest, they shall each render a separate written report and shall appoint a third appraiser. The third appraiser shall determine the fair market value of the Economic Interest being sold and shall render a written report of his or her opinion thereon. The value contained in the aforesaid written report shall be the Appraised Value. However, if the value of the Economic Interest contained in the appraisal report of the third appraiser is more than the higher of the first two appraisals, the higher of the first two appraisals shall be the Appraised Value and if the value of the Economic Interest contained in the appraisal report of the third appraiser is less than the lower of the first two appraisals, the lower of the first two appraisals shall be the Appraised Value. If either party fails to timely appoint an appraiser, or either appraiser fails to timely render a report, the value contained in the timely-rendered report of the timely appointed appraiser shall be the Appraised Value and there shall be no need to appoint a third appraiser. The fees and other costs of a single appraiser shall be shared equally by both parties. If there is more than one appraiser, each party shall pay the fees and other costs of the appraiser appointed by that party, and the fees and other costs of the third appraiser, if any, shall be shared equally by both parties.

ARTICLE 14

DISSOLUTION AND TERMINATION

14.01 **Dissolution**. The Company shall be dissolved and subsequently terminated upon:

(a) The unanimous vote or written consent of the Members to dissolve the Company;

(b) The election of the Hospital pursuant to Section 5.05(b)(4);

(c) As set forth in Section 13.04;

(d) The election of the Practice Group in the event that less than a majority of the radiologists in the Hospital's Radiology Department are employees of or otherwise associated with the Practice Group; or

(e) In the event that (i) any Governmental Authority issues an order, decree or ruling or takes any other action, including commencement of a legal proceeding or threatens to commence such a proceeding, which would have the effect of subjecting either the Hospital or the Practice Group or any physician associated with the Practice Group to civil or criminal prosecution under federal or state law, or other material adverse proceeding on the basis of such party's participation in the Company or provision of services to patients of any of the Facilities, or (ii) any change in Law or the interpretation thereof by any Governmental Authority that would, in the reasonable opinion of legal counsel jointly selected by the parties who is experienced in health law matters, subject either the Hospital or the Practice Group or any physician associated with the Practice Group to civil or criminal prosecution or other adverse proceeding on the basis of such party's participation in the Company or provision of services to patients of any of the Facilities; provided that the Hospital and the Practice Group shall have first negotiated in good faith to modify this Agreement and the terms of their participation in the Company or the provision of services to the patients of the Facilities to resolve any adverse effects created by such action and have failed to reach agreement as to an acceptable modification of terms within ninety (90) days or have determined within such ninety (90) day period that compliance with such law or regulation is impossible or impractical; provided, further that the event cannot be resolved by the removal of a physician associated with the Practice Group.

14.02 Winding Up and Liquidation. When the Company is dissolved, the business and property of the Company shall be wound up and liquidated by the Management Committee or a liquidator appointed by unanimous written consent of the Member Representatives (the "Liquidating Trustee"). The Management Committee or the Liquidating Trustee shall use his or her or their best efforts to carry out the provisions of this ARTICLE 14 and to otherwise reduce to cash and cash equivalent items, such assets of the Company as the Management Committee or the Liquidating Trustee shall deem it advisable to sell, with consideration to obtaining fair value for such assets, and any tax or other legal considerations. The Sublease may be terminated by the Practice Group or by the Company at the request of the Hospital upon completion of the liquidation, without further liability to the Company. The Company and the Practice Group shall take such other actions and execute such other documents as may be necessary or appropriate to give effect to any transaction contemplated by this ARTICLE 14. Nothing contained in this ARTICLE 14 shall prevent either the Practice Group or the Hospital from applying for a CON to purchase and operate magnetic resonance imaging equipment in the Wethersfield, Connecticut area following the dissolution of the Company.

14.03 Practice Group's Right to Purchase the Company's Assets.

(a) If the Company is dissolved pursuant to Section 14.01(a), 14.01(b), 14.01(c) or 14.01(e), the Practice Group shall have the right to purchase all, but not less than all, of the tangible assets of the Company (the "Company Assets"). The purchase under this Section shall be subject to the following terms and conditions:

(1) If the Practice Group elects to purchase the Company Assets it shall give written notice of its election to the Company and the Hospital within thirty (30) days after the date of dissolution. If such election is not made within such thirty day period, the Practice Group's right to purchase the Company Assets shall be waived.

(2) The purchase price shall be equal to the Appraised Value of the Company Assets; provided however, that if the Practice Group and the Hospital agree upon the purchase price for the business and assets of the Company, including the tangible and intangible assets of the Company, on a going concern basis within thirty (30) days after the Practice Group gives notice of its election to purchase the Company Assets under this Section 14.03, then the purchase price for the Company Assets shall equal the agreed upon price, the term "Company Assets" as used herein shall include the intangible assets of the Company, and the Hospital shall cooperate with the Practice Group in obtaining any approval required by OHCA in connection with the issuance of a CON related to the transfer of the Company Assets to the Practice Group.

(3) If the Practice Group elects to purchase the Company Assets, (a) the Practice Group's obligation to purchase the Company Assets shall be contingent upon the Practice Group's obtaining approval by OHCA in connection with the issuance of a CON for the transfer of the Company Assets to the Practice Group, pursuant to terms and conditions reasonably satisfactory to the Practice Group and (b) the Liquidating Trustee shall fix a closing date (the "Dissolution Closing Date") for the purchase, which shall not be more than thirty (30) days after the approval by OHCA of such acquisition. Notwithstanding the foregoing, nothing contained in this Section 14.03(a)(3) shall obligate the Hospital to cooperate with the Practice Group in obtaining a CON in the event that the Practice Group and the Hospital do not agree upon the purchase price for the business and assets of the Company on a going concern basis.

(4) The Practice Group shall pay the purchase price in cash or other immediately available funds on the Dissolution Closing Date.

(5) The sale and acquisition of the Company Assets shall occur on the Dissolution Closing Date. At such closing, the Company shall convey and assign to the Practice Group by bill of sale and assignment with general warranty of title, free and clear of all liens, claims and encumbrances, the Company Assets and shall execute and deliver to the Practice Group all documents that are reasonably required to give effect to the sale and acquisition of the Company Assets.

(b) For purposes of this Section 14.03, the term "Appraised Value" means the appraised fair market value of the Company Assets. The Practice Group and the Hospital shall each endeavor to agree upon a single appraiser to determine the fair market value of the Company Assets as of the date of dissolution. If the Practice Group and the Hospital agree upon a single appraiser, then such appraiser shall render a written report stating the value of the Company Assets. If the Practice Group and the Hospital are unable to agree upon a single appraiser within sixty (60) days after the date of dissolution each of them shall appoint, by written notice to the other, within ten (10) days after the expiration of such sixty (60) day period, an appraiser. If these two appraisers agree upon the fair market value of the Company Assets, they shall jointly render a single written report stating that value. If the two appraisers cannot agree upon the fair market value of the Company Assets, they shall each render a separate written report and shall appoint a third appraiser. The third appraiser shall determine the fair market value of the Company Assets and shall render a written report of his or her opinion thereon. The value contained in the aforesaid written report shall be the Appraised Value. However, if the value of the Company Assets contained in the appraisal report of the third appraiser is more than the higher of the first two appraisals, the higher of the first two appraisals shall be the Appraised Value and if the value of the Company Assets contained in the appraisal report of the third appraiser is less than the lower of the first two appraisals, the lower of the first two appraisals shall be the Appraised Value. If either party fails to timely appoint an appraiser, or either appraiser fails to timely render a report, the value contained in the timely-rendered report of the timely appointed appraiser shall be the Appraised Value and there shall be no need to appoint a third appraiser. The fees and other costs of a single appraiser shall be shared equally by both parties. If there is more than one appraiser, each party shall pay the fees and other costs of the appraiser appointed by that party, and the fees and other costs of the third appraiser, if any, shall be shared equally by both parties.

14.04 Obligation to Sell the Company's Assets to an Unrelated Third Party. If the Company is dissolved pursuant to Section 14.01(d), the Liquidating Trustee shall sell the Company Assets to a third party which is unrelated to any Member in an arm's length transaction unless the parties agree otherwise.

14.05 Distributions. On winding up of the Company, the assets of the Company shall be distributed, first to creditors of the Company, including Members and Economic Interest Owners who are creditors, in satisfaction of the liabilities of the Company, and then to the Members and Economic Interest Owners in accordance with the balances in their respective Capital Accounts, after taking into account all contributions, distributions, and allocations for all periods.

14.06 Negative Capital Accounts. Except as otherwise provided in this Agreement, no Member or Economic Interest Owner shall be obligated to restore a Negative Capital Account to the Company, and such deficit shall not be considered a debt owed to the Company or any other person for any purpose whatsoever.

ARTICLE 15

DEFINITIONS

The following capitalized terms shall have the meanings specified in this ARTICLE 15. Other terms are defined in the text of this Agreement, and throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" shall mean the Connecticut Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Member or Economic Interest Owner, the deficit balance, if any, in the Member's or Economic Interest Owner's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

the Member's or Economic Interest Owner's Capital Account shall be increased by the amount that the Member or the Economic Interest Owner is obligated to restore, or is deemed obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c) and the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

the Member's or Economic Interest Owner's Capital Account shall be decreased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"Affiliate" shall mean, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"Agreed Value" shall mean the fair market value of an asset as of the date of valuation, which shall be determined by the unanimous agreement of the Members or, if they cannot so agree, by an independent appraiser selected by the Management Committee.

"Agreement" shall mean the Operating Agreement of the Company, as it may be amended from time to time pursuant to Section 16.03.

"Appraised Value" shall have the meaning set forth in Section 13.05 or 14.02, as the case may be.

"Arbitrable Issue" shall mean a dispute between the parties as to any one or more of the following: (i) an alleged breach of this Agreement or any of the other Transaction Documents; (ii) whether a modification of the Operating Agreement, the Management Agreement or the Professional Services Agreement pursuant to an Exempt Status Matter Action is material within the meaning of Section 5.05, (iii) whether an Exempt Status Matter Action would materially and adversely affect the business or operations of the Company within the meaning of Section 5.05;

(iv) the amount of compensation due the Practice Group as a result of a Minor ESMA; (v) whether a Buy-Back Event has a material adverse effect on the compensation paid to the Practice Group under the Management Agreement, Professional Services Agreement, Billing Agreement, or Sublease, except where such effect is attributable to a failure of the compensation to reflect arm's length, fair market value, and commercially reasonable terms; and (vi) the interpretation of this Agreement or any of the other Transaction Documents. An Arbitrable Issue shall not include: (i) whether or not any matter is an Exempt Status Matter, except to the extent set forth in Section 11.01; or (ii) whether or not compensation under any contract or other business dealing or undertaking between the Company and a Member or one or more of its Affiliates reflects arm's length, fair market value, and commercially reasonable terms.

"Articles of Organization" shall mean the Amended and Restated Articles of Organization of the Company as filed with the Connecticut Secretary of the State on May 10, 2005, as amended from time to time.

"Billing Agreement" shall have the meaning set forth in Section 5.04(t).

"Buyer" shall have the meaning set forth in Section 13.03(f).

"Buy-Back Event" shall mean the taking of a Special Hospital Action that has or will have a material adverse effect on the financial condition of the Company or has or will have a material adverse effect on the compensation paid to the Practice Group under the Management Agreement, Professional Services Agreement, Billing Agreement, or Sublease, except where such effect is attributable to a failure of the compensation to reflect arm's length, fair market value, and commercially reasonable terms.

"Capital Account" shall mean the account maintained by the Company for each Member and Economic Interest Owner in accordance with the following provisions:

(i) a Member's or Economic Interest Owner's Capital Account shall be credited with the Member's or Economic Interest Owner's Capital Contributions, the amount of any Company liabilities assumed by the Member or the Economic Interest Owner (or that are secured by Company property distributed to the Member or the Economic Interest Owner), the Member's or Economic Interest Owner's distributive share of Profit, and any item in the nature of income or gain specially allocated to such Member or Economic Interest Owner pursuant to the provisions of ARTICLE 7 (other than Section 7.04); and

a Member's or Economic Interest Owner's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Member or the Economic Interest Owner, the amount of any liabilities of the Member or the Economic Interest Owner assumed by the Company (or that are secured by property contributed by the Member or the Economic Interest Owner to the Company), the Member's or Economic Interest Owner's distributive share of Loss, and any item in the nature of expenses or loss specially allocated to the Member or the Economic Interest Owner pursuant to the provisions of ARTICLE 7 (other than Section 7.04).

If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Economic Interest. If the book value of Company property is adjusted pursuant to Section 7.03(d), the Capital Account of each Member and Economic Interest Owner shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment.

In connection with a Capital Contribution of money or other property (other than a de minimis amount) by a new or existing Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring Member or Economic Interest Owner (as consideration for an Economic Interest or Membership Interest), the Capital Accounts of the existing Members and Economic Interest Owners shall be adjusted to reflect a revaluation of Company property (including intangible assets) to its Agreed Value in accordance with Regulation Section 1.704-1(b)(2)(iv)(f). Any differences in the adjusted tax basis of Company property and the Agreed Value hereunder shall be accounted for under the principles set forth in Section 7.04.

It is intended that the Capital Accounts of all Members and Economic Interest Owners shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Commitment" shall have the meaning set forth in Section 3.01.

"Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Member or Economic Interest Owner whenever made.

"Charity Care Policy" shall have the meaning set forth in the Introductory Statement.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or the corresponding provisions of subsequent and superseding federal revenue laws.

"Company" shall mean Connecticut Imaging Partners, LLC.

"Company Transfer Period" shall have the meaning set forth in Section 10.03(b).

"Confidential Information" shall have the meaning set forth in Section 4.07(a).

"Contribution Date" shall have the meaning set forth in Section 3.02(a).

"Defaulting Member" shall have the meaning set forth in Section 3.02(c)

"Distributable Cash" shall have the meaning set forth in Section 7.01(a).

"Economic Interest" shall mean a Member's or Economic Interest Owner's share of the Profit and Loss of and the right to receive distributions from the Company pursuant to this Agreement and the Act, but shall not include any right to participate in the management or

affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision of the Members.

"Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

"Effective Date" shall have the meaning set forth in the preamble.

"Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or other legal entity or organization.

"Exempt Status Matter" is any matter that, in the sole judgment of the Hospital (subject to the limitations contained in Section 5.05), acting through its Member Representative:

(a) involves an amendment or modification of the Charity Care Policy;

(b) amendment of this Agreement and/or the Articles of Organization if the Hospital Member Representative or the Hospital Managers determine that such amendment is necessary or appropriate to eliminate the risk that the Hospital will lose its status as a tax-exempt organization under Code Section 501(a) as an organization described in Code Section 501(c)(3);

(c) involves any charitable initiatives by the Company that are initiated at the request or direction of the Hospital in furtherance of its charitable purposes (in addition to those provided for in the Charity Care Policy) including, without limitation, promoting health for a broad section of the community;

(d) involves any effort to maximize the profitability of the Company in a manner that is inconsistent with the charitable purposes of the Hospital or in violation of the Charity Care Policy;

(e) may jeopardize the tax-exempt status of the Hospital or generate any "unrelated business taxable income" for the Hospital as such term is used in Code Section 512(a);

(f) limits the Company's obligation to exclusively further the Hospital's charitable purposes (in addition to those provided for in the Charity Care Policy) including, without limitation, promoting health for a broad section of the community;

(g) ensuring that any Person contracted with, employed or retained to manage any part of the activities or operations of the Company is legally obligated, in performing its duties to the Company, to further the Hospital Member's charitable purposes, including but not limited to, requiring the preparation and submission to the Management Committee of quarterly reports on the charity care provided, and charitable care initiatives implemented or to be implemented, by the Company;

(h) the termination or renewal of any management agreement or other arrangement entered into with any Person to manage any part of the activities or operations of the Company if the Hospital Managers determine, in their sole, but reasonable, discretion, that such Person is not acting to further (or is acting contrary to) the Hospital Member's charitable purposes or is operating the Company in a manner that is not substantially related to the Hospital's charitable purposes; and

(i) the removal of any officer of the Company if the Hospital Managers determine, in their sole, but reasonable, good faith discretion, that such officer is not acting to further (or is acting contrary to) the Hospital Member's charitable purposes, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

"Exempt Status Matter Action" shall mean any action proposed to be taken or taken by the Hospital Member Representative or the Hospital Managers pursuant to Section 5.05 to ensure that the Company is operated in a manner that is in furtherance of the Hospital's charitable purposes (in addition to those provided for in the Charity Care Policy), including promoting health for a broad section of the community; provided, however, that an Exempt Status Matter Action shall not include any action to enforce this Agreement or the Charity Care Policy.

"Facilities" shall mean any medical imaging facility operated by the Company, including without limitation, the Wethersfield Facility.

"Free Transfer Period" shall have the meaning set forth in Section 10.03(g).

"Governmental Authority" means any United States federal, state or local or any foreign government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

"Hospital" shall mean Hartford Hospital.

"Hospital Affiliate" means any hospital which is an Affiliate of the Hospital, including without limitation MidState Medical Center, Windham Hospital, Backus Hospital and Hospital of Central Connecticut.

"Hospital Managers" shall mean the individual Managers designated by the Hospital pursuant to Section 5.01(a) hereof.

"Indemnified Member" shall have the meaning set forth in Section 4.08.

"Interest to be Transferred" shall have the meaning set forth in Section 10.03.

"Involuntary Withdrawal" shall mean:

(a) With respect to any Member or Economic Interest Owner:

the bankruptcy or dissolution of the Member or Economic Interest Owner or any other event of disassociation as provided in Section 34-180(4)-(10) of the Act; or

the improper transfer of (or attempt to transfer) a Member's Membership Interest or an Economic Interest Owner's Economic Interest; and

(b) With respect to the Hospital, the exclusion, suspension or debarment of the Hospital from participation in any federal health care program or the termination of the Hospital's license as an acute care hospital by the Connecticut Department of Health, which is not rescinded, terminated or withdrawn within ninety (90) days.

(c) With respect to the Hospital, an election by the Hospital Member Representative or the Hospital Managers to dissolve and liquidate the Company pursuant to Section 5.05(b)(4).

"Law" means any federal, state, local or foreign statute, law, ordinance, regulation, rule, code, order, requirement or rule of common law.

"Liquidating Trustee" shall have the meaning set forth in Section 14.02.

"Management Agreement" shall have the meaning set forth in Section 5.04(t).

"Majority in Interest" means the Member or Members holding a majority of the Percentage Interests.

"Manager" shall mean the members of the Management Committee.

"Management Committee" shall mean the Managers designated to manage the business and affairs of the Company pursuant to ARTICLE 5 hereof.

"Member" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become a Member in accordance with the terms hereof. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of a Membership Interest or an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be. A Member shall cease to be a Member upon the sale or other transfer of his or her entire Economic Interest in the Company and shall not be deemed a Member with respect to any Percentage Interest in which he or she has sold or otherwise transferred his or her entire Economic Interest.

"Member Nonrecourse Debt Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(0(3). Member Nonrecourse Debt Minimum Gain shall be computed separately for each Member and Economic Interest Owner in a manner consistent with the Regulations under Code Section 704(b).

"Member Representatives" shall mean those individuals designated by the Members pursuant to Section 2.02.

"Member Transfer Period" shall have the meaning set forth in Section 10.03(b).

"Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

"Minimum Gain" has the meaning set forth in Regulation Sections 1.704-2(b)(2) and 1.704-2(d). Minimum Gain shall be computed separately for each Member and Economic Interest Owner in a manner consistent with the Regulations under Code Section 704(b).

"Negative Capital Account" means a Capital Account with a balance of less than zero. "Net Distributions" shall have the meaning set forth in Section 7.01(b).

"Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2(c).

"OHCA" shall have the meaning set forth in Section 5.05(b)(3).

"Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Practice Group" shall mean the Jefferson Radiology, P.C., a Connecticut professional service corporation, with an address at 111 Founders Plaza, Suite 400, East Hartford, Connecticut 06108, and its successors and assigns.

"Practice Group Managers" shall mean the individual Managers designated by the Practice Group pursuant to Section 5.01(a) hereof.

"Percentage Interest" shall mean, as to a Member, the percentage set forth after the Member's name on Schedule 1, as amended from time to time, and as to an Economic Interest Owner who is not a Member, the Percentage Interest of the Member whose Economic Interest has been acquired by such Economic Interest Owner, to the extent the Economic Interest Owner has succeeded to that Member's Economic Interest.

"Person" means any individual or an Entity.

"Personal Liability" shall have the meaning set forth in Section 13.03(c).

"Prime Rate" shall have the meaning set forth in Section 3.02(d).

"Professional Services Agreement" shall have the meaning set forth in Section 5.04(t).

"Profit" and "Loss" shall mean, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(a) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

(b) any tax-exempt income of the Company, not otherwise taken into account in computing taxable income or loss, shall be included in computing Profit or Loss;

(c) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing taxable income or loss, shall be subtracted from Profit or Loss;

(d) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(e) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset.

"Purchase Option" shall have the meaning set forth in Section 10.03.

"Purchaser" shall have the meaning set forth in Section 10.03(e).

"Purchasing Members" shall have the meaning set forth in Section 13.03.

"Regulations" shall mean the income tax regulations promulgated under the Code by the United States Department of the Treasury, including proposed, temporary and final regulations.

"Special Hospital Action" shall have the meaning set forth in Section 5.06.

"Sublease" shall have the meaning set forth in Section 5.04(t).

"Tax Audit" means any tax audit, investigation, inquiry or proposed assessment, adjustment or imposition of taxes by any Governmental Authority.

"Tax Distribution" shall have the meaning set forth in Section 7.01(b).

"Transaction Documents" shall have the meaning set forth in Section 8.01(a).

"Transfer" means, when used as a noun, any sale, hypothecation, pledge, assignment, attachment, gift, bequest, exchange, conveyance, encumbrance or any other form of disposition, whether voluntary or involuntary, by direct or indirect means, or by merger, consolidation or otherwise, and, when used as a verb, means, to sell, hypothecate, pledge, assign, gift, bequeath, exchange, convey, encumber or otherwise dispose of, whether voluntary or involuntary, by direct or indirect means, or by merger, consolidation or otherwise; provided, however, that "Transfer" shall not include a Transfer by the Hospital or the Practice Group to an Affiliate of the transferor.

"Transfer Closing" shall have the meaning set forth in Section 13.03(g).

"Transfer Closing Date" shall have the meaning set forth in Section 13.03(d).

"Transfer Notice" shall have the meaning set forth in Section 10.03.

"Transfer Period" shall have the meaning set forth in Section 13.03(a).

"Transferee" shall have the meaning set forth in Section 10.03.

"Transferor" shall have the meaning set forth in Section 10.03.

"Voluntary Withdrawal" means the disassociation of a Member or an Economic Interest Owner from the Company by means other than by a Transfer or an Involuntary Withdrawal.

"Wethersfield Facility" shall have the meaning set forth in the recitals.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.01 Notices. Any notice, demand, consent, approval, communication or other document required or permitted to be given hereunder shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or a nationally recognized overnight delivery service (receipt requested), to the Member's or the Company's address, as appropriate, which is set forth in this Agreement, or to such other address for the party as shall be specified by like notice. Any notice that is delivered personally in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party. Any notice that is addressed and mailed or delivered overnight in the manner herein provided shall be duly given when received by the addressee.

16.02 Application of Connecticut Law. This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Connecticut (without regard to principles of conflicts of law), and specifically the Act.

16.03 Amendments. This Agreement and the Articles of Organization may be amended upon a unanimous vote of the Member Representatives or by a written consent signed by all of the Member Representatives.

16.04 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

16.05 Construction. When required by the context, the singular number whenever used in this Agreement shall include the plural and vice-versa, and the masculine gender whenever used in this Agreement shall include the feminine and neuter genders and vice-versa.

16.06 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

16.07 Waivers. The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act that would have originally constituted a default, from having the effect of an original default.

16.08 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. The rights and remedies provided by this Agreement are given in addition to any other legal rights the parties may have.

16.09 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16.10 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies that may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act that would constitute a breach or (ii) compelling the performance of any obligation that, if not performed, would constitute a breach.

16.11 Successors and Assigns. The covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and to the extent permitted by this Agreement, their respective successors and assigns.

16.12 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

16.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.14 Physician Responsibilities. Notwithstanding anything to the contrary, the parties acknowledge that the physicians providing professional services on behalf of the Practice Group under the Professional Services Agreement shall have the sole responsibility and authority for decisions related to, but not limited to, all clinical decisions, including, but not limited to, exclusive control of all aspects of the practice of medicine, the supervision of licensed personnel, the rendition of all professional medical services (such as diagnosis, treatment and the prescription of medicine and drugs) and the supervision and preparation of medical records and reports.

16.15 Dispute Resolution.

(a) Any dispute among the parties regarding an Arbitrable Issue shall be resolved by arbitration in the City of Hartford, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The dispute shall be determined by one (1) arbitrator acceptable to both parties who shall be selected within fourteen (14) days of receipt of notice of intention to arbitrate by the party receiving that notice. If the receiving party fails to respond to said notice in writing within said fourteen (14) days, then the party providing said notice shall select the arbitrator and the arbitrator selected by the party providing said notice shall be deemed to have been selected by the receiving party. If, by the end of said fourteen (14) day period the parties have not agreed upon one arbitrator as acceptable, then the dispute shall be determined by a panel of three (3) arbitrators selected as follows: Within an additional seven (7) days, each party will appoint one arbitrator. These two arbitrators will then, within an additional seven (7) days, name a third arbitrator. If the two arbitrators are unable to agree upon the choice of a third arbitrator within seven (7) days, either party may request the person or entity administering the arbitration, or, if none, the American Arbitration Association or any other arbitration administering person or entity, to appoint the necessary arbitrator pursuant to the Commercial Arbitration Rules.

(b) As soon as the arbitrator has been chosen or if three are utilized, the panel has been convened, a hearing date shall be set within thirty (30) days thereafter. Such hearing date shall be subject to the mutual agreement of the parties and the arbitrator(s), but if such agreement cannot be reached, the arbitrator(s) shall have authority to establish such times for hearings as he, she or they deem appropriate. Written submissions shall be presented and exchanged by both parties fifteen (15) days before the hearing date, including reports prepared by any expert upon whom either party intends to rely. At such time the parties shall also exchange copies of all documentary evidence upon which they will rely at the arbitration hearing and a list of the witnesses whom they intend to call to testify at the hearing. Each party shall also make its respective experts available for deposition by the other party prior to the hearing date. The arbitrator(s) shall make his or her award as promptly as practicable after conclusion of the hearing. Arbitrators shall be compensated for their services at the standard hourly rate charged in their private professional activities.

(c) The parties agree that the Superior Court, District of Hartford, shall have sole and exclusive jurisdiction over the parties for the purpose of enforcing this Section 16.15. The Connecticut rules of civil procedure and evidence shall apply with respect to any arbitration hereunder, including all rules pertaining to discovery and inspection. The award may be made solely on the default of a party. The arbitrator(s) shall follow substantive rules of law. The arbitrator(s) shall make the award in strict conformity with this Agreement and shall have no power to depart from or change any of the provisions hereof. If three arbitrators are used, a decision of any two of them shall be binding. At the request of either party at the start of the arbitration, the award of the arbitrator(s) shall be accompanied by findings of fact and a written statement of reasons for the decision. The arbitrator(s) shall have the discretion to award the costs of arbitration, arbitrators' fees and the respective attorneys' fees of each party between the parties as they see fit. All parties agree to be bound by the results of this arbitration; judgment upon the award so rendered may be entered and enforced in any court of competent jurisdiction, including

the power to require specific performance. To the extent reasonably practicable, both parties agree to continue performing their respective obligations under this Agreement and the other Transaction Documents while the dispute is being resolved. All matters relating to any arbitration hereunder shall be maintained in confidence.

(d) Nothing contained in this Section 16.15 shall prohibit either party from seeking equitable relief without first resorting to arbitration under such circumstances as that party's interests hereunder and in its property will be otherwise compromised.

(e) The parties agree that all of the negotiations and arbitration proceedings relating to such disputes and all testimony, transcripts and other documents relating to such arbitration shall be treated as confidential and will not be disclosed or otherwise divulged to any other person except as necessary in connection with such negotiations and arbitration proceedings.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.

MEMBERS:

HARTFORD HOSPITAL

By:________________________________
Name:______________________________
Its:________________________________

JEFFERSON RADIOLOGY, P.C.

By:________________________________
Name:______________________________
Its:________________________________

COMPANY:

CONNECTICUT IMAGING PARTNERS, LLC

By:________________________________
Name:______________________________
Its:________________________________

[Signature page to Amended and Restated Operating Agreement]

SCHEDULE 1

MEMBERS, CAPITAL COMMITMENTS, AND PERCENTAGE INTERESTS

Name and Address	Capital Commitments	Percentage Interests
Hartford Hospital 80 Seymour Street Hartford, Connecticut 06102	**$[400,000]**	51%
Jefferson Radiology, P.C. 111 Founders Plaza, Suite 400 East Hartford, Connecticut 06108	**$[400,000]**	49%

SCHEDULE 2

MEMBER REPRESENTATIVES
AND
MANAGEMENT COMMITTEE MEMBERS

MEMBER REPRESENTATIVES:

Hospital Representative:

Jeff Flaks

Practice Group Representative:

Ethan Foxman, M.D.

MANAGEMENT COMMITTEE MEMBERS:

Hospital Managers:

Bimal Patel
Gerald Boisvert
Stu Markowitz
Karen Goyette (non-voting)

Practice Group Managers:

Ethan Foxman, M.D.
William J. Glucksman, M.D.
Donna Pengel
Jonathan Pine (non-voting)

EXHIBIT A

CONNECTICUT IMAGING PARTNERS, LLC

CHARITY CARE POLICY

This policy shall apply to the magnetic resonance imaging facilities (the "Facilities") owned and operated by Connecticut Imaging Partners, LLC (the "Company"). The Company shall abide by the provisions of this policy, including amendments hereto adopted by the Management Committee.

1. Promotion of Health in the Community - The Company shall be responsible for the holding of free health educational programs and seminars as determined by the Management Committee, and will otherwise promote the health of the community served by the Facilities.

2. Medicare and Medicaid Patients - The Company shall accept patients covered by Medicare and Medicaid.

3. Charity Care - The Company shall provide free or reduced charge health care services at the Facilities to patients who are poor or indigent, based upon their ability to pay at a level approved by the Management Committee of the Company from time to time. Charity care for this purpose shall not include contractual allowances. Ability to pay shall be determined on the basis of the patient's income relative to the federal poverty level, his or her net assets, and any other hardship factors.

4. Debt Collection - While the Company may institute collection proceedings against those who appear able to pay, it shall not be for the primary moving party to foreclose a judgment lien against a patient's primary residence in collection of the debt.

5. Administration - The Company shall assure that there are adequate notices on premises about the availability of charity care. Billing and admissions staff shall be trained in the application process and in the terms of this Charity Care Policy.

6. Reports - The Administrator shall cause a report detailing compliance with this Charity Care Policy for each calendar quarter to be prepared and submitted to the Management Committee of the Company within thirty (30) days after the end of such calendar quarter. If any such report identifies any noncompliance with the terms of this Charity Care Policy, the Management Committee shall cause the Administrator to take prompt action to correct such noncompliance.

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Raul Pino, M.D., M.P.H.
Commissioner

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Office of Health Care Access

October 12, 2016

Barbara Durdy
Director, Strategic Planning
Hartford Healthcare
80 Seymour Street
Hartford, CT 06102

VIA EMAIL ONLY

RE: Certificate of Need Determination Report Number 16-32126-DTR
Change in Equity Interests, Connecticut Imaging Partners, LLC.

Dear Ms. Durdy:

On October 4, 2016, the Office of Health Care Access ("OHCA") received your Certificate of Need ("CON") Determination request on behalf of Hartford Health Care and Jefferson Radiology, P.C. (collectively "Petitioners") with respect to a proposed change in the equity interests held by Petitioners in Connecticut Imaging Partners, LLC. ("Connecticut Imaging Partners" and "the company").

Connecticut Imaging Partners is a for-profit imaging center located at 1260 Silas Deane Highway, Wethersfield, Connecticut. Petitioners each hold 50% ownership of Connecticut Imaging Partners. Hartford Hospital seeks to include Connecticut Imaging Partner's operations in its consolidated financial statements for financial reporting purposes, but contends that it is precluded from doing so without holding a majority equity interest in the company. In furtherance of Hartford Hospital's objective, Petitioners seek to modify their ownership interests resulting in Hartford Hospital owning a 51% share of equity in Connecticut Imaging Partners, and Jefferson Radiology, P.C. owning a 49% share. Petitioners assert that there will be no changes to the governance or management committee structure or operation of Connecticut Imaging Partners as a result of the modification.

Pursuant to Conn. Gen. Stat. § 19a-638(a)(2), a certificate of need is required for a "…transfer of ownership of a health care facility." Conn. Gen. Stat. § 19a-630(16) defines a transfer of ownership as a "…transfer that impacts or changes the governance or controlling body of a health care facility, institution or group practice…including, but not limited to, all affiliations…" Conn. Gen. Stat. § 19a-630(11) defines a health care facility as "(A) hospitals licensed by the Department of Public Health under chapter 368v; (B) specialty hospitals; (C) freestanding emergency departments; (D) outpatient surgical facilities, as defined in section 19a-493b and licensed under chapter 368v; (E) a hospital or other facility or institution operated by the state that provides services that are eligible for reimbursement under Title XVIII or XIX of the federal Social Security Act, 42 USC 301, as amended; (F) a central service facility; (G) mental health facilities; (H) substance abuse treatment facilities; and (I) any other facility requiring certificate of need review pursuant to subsection (a) of section 19a-638. "Health care facility" includes any parent company, subsidiary, affiliate or joint venture, or any combination thereof, of any such facility." Connecticut Imaging Partners is not a healthcare facility as defined by Conn. Gen. Stat. § 19a-630(11). Even if OHCA were to find that Connecticut Imaging Partners was a healthcare facility, the proposed change to Petitioner's individual ownership equity in the company would not constitute a transfer of ownership because the transfer will not impact the governance and control of its operations. Accordingly, a ***CON is not required*** for Petitioners' proposal.

Sincerely,

Kimberly R. Martone
Director of Operations

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

Olejarz, Barbara

From:	Durdy, Barbara <Barbara.Durdy@hhchealth.org>
Sent:	Wednesday, October 12, 2016 2:09 PM
To:	Olejarz, Barbara; Foxman, Ethan B. MD - Contact
Cc:	Hansted, Kevin; Mitchell, Micheala; Martone, Kim; Riggott, Kaila; McLellan, Rose
Subject:	RE: Determination

Thank you Barbara

Barbara A. Durdy
Director, Strategic Planning

Hartford HealthCare

181 Patricia M. Genova Blvd.

Newington, CT 06111

Office: 860.972.4231

Cell: 203.859.8174

barbara.durdy@hhchealth.org

www.hartfordhealthcare.org

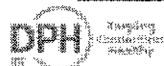
From: Olejarz, Barbara [mailto:Barbara.Olejarz@ct.gov]
Sent: Wednesday, October 12, 2016 2:07 PM
To: Durdy, Barbara; efoxman@jeffersonradiology.com
Cc: Hansted, Kevin; Mitchell, Micheala; Martone, Kim; Riggott, Kaila; McLellan, Rose
Subject: Determination

10/12/16

Barbara and Ethan,

Please see attached determination for Report Number: 16-32126-DTR.

Barbara K. Olejarz
Administrative Assistant to Kimberly Martone
Office of Health Care Access
Department of Public Health
Phone: (860) 418-7005
Email: Barbara.Olejarz@ct.gov



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