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- and -

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Proposed Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
INSIGHT HEALTH SERVICES HOLDINGS CORP., et al.,[1]	)	Case No. 10-[_____] (___)
Debtors.	)	(Joint Administration Requested)

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: InSight Health Services Holdings Corp. (0028); InSight Health Services Corp. (2770); Comprehensive Medical Imaging Centers, Inc. (6946); Comprehensive Medical Imaging, Inc. (2473); InSight Health Corp. (8857); Maxum Health Services Corp. (5957); North Carolina Mobile Imaging I LLC (9930); North Carolina Mobile Imaging II LLC (0165); North Carolina Mobile Imaging III LLC (0251); North Carolina Mobile Imaging IV LLC (0342); North Carolina Mobile Imaging V LLC (0431); North Carolina Mobile Imaging VI LLC (0532); North Carolina Mobile Imaging VII LLC (0607); Open MRI, Inc. (1529); Orange County Regional PET Center - Irvine, LLC (0190); Parkway Imaging Center, LLC (2858); and Signal Medical Services, Inc. (2413). The location of the Debtors' corporate headquarters and the Debtors' service address is: 26250 Enterprise Court, Suite 100, Lake Forest, California 92630.

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KIRKLAND & ELLIS LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby apply to the Court, pursuant to this application (this "Application") for the entry of an order, substantially in the form attached hereto as Exhibit A, authorizing the Debtors to employ and retain Kirkland & Ellis LLP ("K&E") as their attorneys effective *nunc pro tunc* to the Petition Date (as defined herein). In support of this Application, the Debtors submit the Declaration of Edward O. Sassower, a partner at K&E (the "Sassower Declaration"), which is attached hereto as Exhibit B. In support of this Application, the Debtors respectfully state as follows:[2]

Jurisdiction

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules").

[2] Additional facts and circumstances supporting this Application are set forth in the Declaration of Keith S. Kelson of InSight Health Services Holdings Corp. (I) in Support of Debtors' Chapter 11 Petitions and First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2 (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.

Background

4. The Debtors and their affiliates are a leading diagnostic medical imaging services provider that own and operate a network of 62 fixed-site imaging centers and 104 mobile facilities in more than 30 states. Through their imaging centers and mobile facilities, the Debtors provide magnetic resonance imaging, ultrasound, x-ray and other diagnostic imaging services that generate representations of internal anatomy used by physicians for the diagnosis of certain medical conditions.

5. Through a prior restructuring, the Debtors converted their subordinated unsecured debt into common equity and, thereby, reduced their debt service costs and preserved liquidity. The Debtors believed, at that time, that they would be able to maintain competitive operations without the need for further deleveraging. However, as with other businesses and individuals, the significant economic downturn of 2008 and 2009, the effects of which are still felt today, reduced demand for the Debtors' services, making it necessary for the Debtors to further restructure their debt obligations.

6. Beginning in the fall of 2010, the Debtors engaged in discussions with their revolving loan agent and major senior secured noteholders regarding a consensual debt restructuring. Prior to filing these chapter 11 cases, the Debtors successfully negotiated and obtained agreement from their major creditor constituents to the restructuring and exchange embodied in their prepackaged chapter 11 plan, filed contemporaneously herewith.

7. The proposed prepackaged plan converts all of the Debtors' senior secured notes into new common equity, eliminating more than $290 million of debt. The plan also leaves the Debtors' general unsecured creditors unimpaired and provides them with a *full recovery* on their general unsecured claims. In connection with receiving their plan distribution, the senior secured

noteholders will convey warrants to acquire two percent of the new common stock exercisable when the enterprise value reaches a certain threshold to the Debtors' existing equity holders.

8. The Debtors launched solicitation of their plan prior to filing these chapter 11 cases to holders of the senior secured notes — the only class of claims or interests entitled to vote on the plan. As of the time of filing these chapter 11 cases, senior secured noteholders holding over two-thirds of the outstanding amount of the notes have voted to accept the plan. The Debtors expect to obtain further acceptance of the plan by the proposed December 27, 2010 voting deadline and anticipate confirming the plan expeditiously.

9. On the date hereof (the "Petition Date"), each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code to effectuate the prepackaged plan, enhance liquidity and solidify their long-term growth prospects and operating performance. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated. Concurrently with the filing of this Motion, the Debtors have requested procedural consolidation and joint administration of these chapter 11 cases.

Relief Requested

10. By this Application, the Debtors seek the entry of an order pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Bankruptcy Rules 2014-1 and 2016-1 authorizing the employment and retention of K&E as their attorneys in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and K&E dated as of October 18, 2010 (the "Engagement Letter"), a copy of which is annexed as Exhibit 1 to Exhibit A attached hereto and incorporated herein by reference.

K&E's Qualifications

11. The Debtors seek to retain K&E because of K&E's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code.

12. K&E has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: In re FGIC Corp., Case No. 10-14215 (SMB) (Bankr. S.D.N.Y. Aug. 24, 2010); In re Innkeepers USA Trust, Case No. 10-13800 (SCC) (Bankr. S.D.N.Y. Aug. 12, 2010); In re N. Am. Petroleum Corp., Case No. 10-11707 (CSS) (Bankr. D. Del. June 21, 2010); In re S. Bay Expressway, L.P, Case No. 10-04516 (LDA) (Bankr. S. D. Cal. June 10, 2010); In re NR Liquidation III Co. (f/k/a Neff Corp.), Case No. 10-12610 (SCC) (Bankr. S.D.N.Y. June 9, 2010); In re U.S. Concrete, Inc., Case No. 10-11407 (PJW) (Bankr. D. Del. May 21, 2010); In re Bear Island Paper Co., L.L.C., Case No. 10-31202 (DOT) (Bankr. E.D. Va. Mar. 24, 2010); In re Atrium Corp., Case No. 10-10150 (BLS) (Bankr. D. Del. Feb. 24, 2010); In re Citadel Broad. Corp., Case No. 09-17442 (BRL) (Bankr. S.D.N.Y. Feb. 3, 2010); In re Stallion Oilfield Servs. Ltd., Case No. 09-13562 (BLS) (Bankr. D. Del. Nov. 16, 2009); In re The Reader's Digest Ass'n, Case No. 09-23529 (RDD) (Bankr. S.D.N.Y. Sept. 17, 2009); In re Lear Corp., Case No. 09-14326 (ALG) (Bankr. S.D.N.Y. July 31, 2009); In re UTGR, Inc. d/b/a/ Twin River, Case No. 09-12418 (ANV) (Bankr. D.R.I. July 30, 2009); In re ION Media Networks, Inc., Case No. 09-13125 (JMP) (Bankr. S.D.N.Y. June 23, 2009); In re Visteon Corp., Case No. 09-11786 (CSS) (Bankr. D. Del. June 19, 2009); In re DBSD N. Am., Inc., Case No. 09-13061 (REG) (Bankr. S.D.N.Y. June 9, 2009); In re Gen. Growth Props., Inc., Case No. 09-11977 (ALG) (Bankr. S.D.N.Y. May 26, 2009); In re Source Interlink Cos., Inc., Case No. 09-11424 (KG) (Bankr. D. Del. May 18, 2009).

13. In preparing for its representation of the Debtors in these chapter 11 cases, K&E has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that K&E is both well qualified and uniquely able to represent them in these chapter 11 cases in an efficient and timely manner.

Services To Be Provided

14. Subject to further order of the Court and consistent with the Engagement Letter, the Debtors request the employment and retention of K&E to render the following legal services:

a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;

b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

c. attending meetings and negotiating with representatives of creditors and other parties in interest;

d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors and representing the Debtors' interests in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;

e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

f. representing the Debtors in connection with obtaining authority to continue using cash collateral, postpetition financing and new money investments;

g. advising the Debtors in connection with any potential sale of assets;

h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;

i. advising the Debtors regarding tax matters;

j. taking any necessary action on behalf of the Debtors to negotiate, prepare and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

15. K&E intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the guidelines established by the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee Guidelines") and any other applicable procedures and orders of the Court, on an hourly basis. The hourly rates and corresponding rate structure that K&E will use in these chapter 11 cases are equivalent to the hourly rates and corresponding rate structure that K&E predominantly uses for other restructuring matters, as well as similar complex corporate, securities and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes and severe time pressures.

16. K&E operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance and reputation, the nature of the work involved and other factors. Because the sub-markets for legal services are fragmented and are affected by a variety of individualized and interdependent factors, K&E has no one rate for an individual biller that applies to all matters for all clients. K&E's rates for an individual biller may vary as a function

of the type of matter, geographic factors, the nature of certain long-term client relationships and various other factors, including those stated above.

17. K&E's hourly rates are set at a level designed to compensate K&E fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions and are consistent with the rates charged elsewhere. In particular, K&E's current hourly rates for matters related to these chapter 11 cases range as follows:[3]

Billing Category	Range
Partners	$550-$995
Of Counsel	$500-$965
Associates	$320-$660
Paraprofessionals	$155-$280

18. The following professionals presently are expected to have primary responsibility for providing services to the Debtors: James H.M. Sprayregen, P.C., Edward O. Sassower, Ryan Bennett and Paul Wierbicki. In addition, as necessary, other K&E professionals and paraprofessionals will provide services to the Debtors.[4]

19. It is K&E's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also K&E's policy to charge its

[3] For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars it is possible that certain rates may exceed the billing ranges listed in the chart herein.

[4] Although K&E does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that such employment becomes necessary, K&E will not charge a markup to the Debtors with respect to fees billed by contract attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by K&E will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

clients only the amount actually incurred by K&E in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, outgoing facsimile transmissions, airfare, meals and lodging.

20. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time to time K&E utilizes the services of overtime secretaries. K&E charges fees for these services pursuant to the Engagement Letter, which permits K&E to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, K&E professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

21. K&E currently charges $0.15 per page for standard duplication in its offices in the United States. K&E does not charge its clients for facsimile transmissions. K&E has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer-assisted legal research) techniques.

22. Consistent with the terms of the Engagement Letter, on October 27, 2010, the Debtors paid K&E a classic retainer of $184,483.77, including $34,483.77 of unused credit. The classic retainer was subsequently increased to $434,483.77 on November 15, 2010, and $684,483.77 on November 16, 2010. K&E invoiced the Debtors for: $345,342.10 on November 17, 2010; $508,467.94 on December 3, 2010; and $236,300.84 and $137,424.99 on December 10, 2010. The Debtors provided to K&E additional retainer replenishments of: $250,000 on November 23, 2010; $250,000 on December 3, 2010; and $100,000 on December 10, 2010. After those invoices and replenishments, the retainer balance stood at

$56,947.90. Moreover, pursuant to the Engagement Letter, the classic retainers are property of K&E and are not held in a separate account.

23. The foregoing retainer payments constitute a "classic retainer" as defined in In re Prod. Assocs., Ltd., 264 B.R. 180, 184–85 (Bankr. N.D. Ill. 2001), and In re McDonald Bros. Constr., Inc., 114 B.R. 989, 997–99 (Bankr. N.D. Ill. 1990). As such, K&E earned the classic retainer upon receipt, and, consequently, K&E placed the amounts into its general cash account. As set forth in the Sassower Declaration, the Debtors have replenished and enhanced the classic retainer subsequent to this initial payment. The amounts K&E has invoiced the Debtors against the classic retainer for professional services and for the reimbursement of reasonable and necessary expenses incurred in connection therewith are set forth in the Sassower Declaration.

24. Moreover, pursuant to Bankruptcy Rule 2016(b), K&E has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates and contract attorneys associated with K&E or (b) any compensation another person or party has received or may receive. As of the Petition Date, the Debtors do not owe K&E any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to K&E's classic retainer, such amounts, if any, would be less than the balance of K&E's classic retainer as of the Petition Date.

K&E's Disinterestedness

25. To the best of the Debtors' knowledge and as disclosed herein and in the Sassower Declaration, (a) K&E is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) K&E has no connection

to the Debtors, their creditors or their related parties except as may be disclosed in the Sassower Declaration.

26. K&E will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, K&E will use reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

27. To implement the foregoing successfully, to the extent applicable, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale or lease of property under Bankruptcy Rule 6004(h).

Motion Practice

28. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their application to this Application. Accordingly, the Debtors submit that this Application satisfies Local Bankruptcy Rule 9013-1(a).

Notice

29. The Debtors have provided notice of this Application to: (a) the Office of the United States Trustee for the Southern District of New York; (b) the entities listed on the Consolidated List of Creditors Holding the 50 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to the agent for the Debtors' prepetition secured revolving loan and proposed postpetition secured lenders; (d) the indenture trustee for the Debtors' secured floating rate notes; (e) counsel to the ad hoc group of certain holders of the Debtors' secured floating rate notes; (f) the Internal Revenue Service; and (g) the Securities and Exchange

Commission. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

No Prior Request

30. No prior request for the relief sought in this Application has been made to this or any other court.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached hereto as Exhibit A, (a) authorizing the Debtors to employ and retain K&E as their attorneys effective *nunc pro tunc* to the Petition Date, (b) approving the terms of the Engagement Letter and (c) granting such other further relief as is just and proper.

New York, New York
Dated: December 10, 2010

InSight Health Services Holdings Corp.
InSight Health Services Corp.
Comprehensive Medical Imaging Centers, Inc.
Comprehensive Medical Imaging, Inc.
InSight Health Corp.
Maxum Health Services Corp.
North Carolina Mobile Imaging I LLC
North Carolina Mobile Imaging II LLC
North Carolina Mobile Imaging III LLC
North Carolina Mobile Imaging IV LLC
North Carolina Mobile Imaging V LLC
North Carolina Mobile Imaging VI LLC
North Carolina Mobile Imaging VII LLC
Open MRI, Inc.
Orange County Regional PET Center - Irvine, LLC
Parkway Imaging Center, LLC
Signal Medical Services, Inc.

/s/ Keith S. Kelson
Keith S. Kelson
Executive Vice President and Chief Financial Officer
InSight Health Services Holdings Corp.
26250 Enterprise Court, Suite 100
Lake Forest, California 92630

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
INSIGHT HEALTH SERVICES HOLDINGS CORP., et al.,[1]	)	Case No. 10-[_____] (___)
	)	Joint Administration Requested
Debtors.	)	

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KIRKLAND & ELLIS LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

Upon the application (the "Application")[2] of the above-captioned debtors and debtors in possession (collectively. the "Debtors") for the entry of an order (this "Order") authorizing the Debtors to employ and retain Kirkland & Ellis LLP ("K&E") as their attorneys effective *nunc pro tunc* to the Petition Date; and upon the Sassower Declaration and First Day Declaration; it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: InSight Health Services Holdings Corp. (0028); InSight Health Services Corp. (2770); Comprehensive Medical Imaging Centers, Inc. (6946); Comprehensive Medical Imaging, Inc. (2473); InSight Health Corp. (8857); Maxum Health Services Corp. (5957); North Carolina Mobile Imaging I LLC (9930); North Carolina Mobile Imaging II LLC (0165); North Carolina Mobile Imaging III LLC (0251); North Carolina Mobile Imaging IV LLC (0342); North Carolina Mobile Imaging V LLC (0431); North Carolina Mobile Imaging VI LLC (0532); North Carolina Mobile Imaging VII LLC (0607); Open MRI, Inc. (1529); Orange County Regional PET Center - Irvine, LLC (0190); Parkway Imaging Center, LLC (2858); and Signal Medical Services, Inc. (2413). The location of the Debtors' corporate headquarters and the Debtors' service address is: 26250 Enterprise Court, Suite 100, Lake Forest, California 92630.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Application having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is approved and granted as set forth herein.

2. The Debtors are authorized to employ and retain K&E, *nunc pro tunc* to the Petition Date, as their attorneys in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as Exhibit 1.

3. K&E is authorized to render professional services to the Debtors as described in the Application and the Engagement Letter.

4. K&E shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the U.S. Trustee Guidelines and any other applicable procedures and orders of the Court.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

6. Notice of the Application as provided therein shall be deemed good and sufficient notice of such application and the requirements of Bankruptcy Rule 6004(a) and the local rules of the Court are satisfied by such notice.

7. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

New York, New York
Date: _____, 2010

United States Bankruptcy Judge

EXHIBIT 1

Engagement Letter

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, Illinois 60654

(312) 862-2000

www.kirkland.com

Facsimile:
(312) 862-2200

H. Kurt von Moltke, P.C.
To Call Writer Directly:
(312) 862-2295
kurt.vonmoltke@kirkland.com

October 18, 2010

VIA FEDERAL EXPRESS

PRIVILEGED & CONFIDENTIAL
FOR ADDRESSEE'S EYES ONLY

InSight Health Services Holdings Corp.
26250 Enterprise Court
Suite 100
Lake Forest, California 92630
Attn: Keith Kelson.

Re: Retention to Provide Legal Services

Dear Keith:

We are very pleased that you have asked us to represent InSight Health Services Holdings Corp. and its direct and indirect subsidiaries and affiliates (collectively, "you") in connection with a potential restructuring.

General Terms. This retention letter (the "Agreement") sets forth the terms of your retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, "K&E LLP")) to provide legal services and constitutes an agreement between us. The Agreement sets forth our entire agreement for rendering professional services for the current matter (the "Engagement"), except where we otherwise agree in writing.

Fees. Hourly rates vary with the experience and seniority of the individuals assigned, and the type of matter being handled, and may be adjusted by us from time to time. I will be primarily responsible for this engagement. Other legal billers include other attorneys, legal assistants, project assistants and certain specialized personnel (*e.g.*, investigators, technical specialists and the like). We will select the individuals who will act on your behalf, and will take your preferences into account in making such selections.

Our fees are determined primarily on the basis of time spent by individuals assigned to provide services, at their hourly rates. The fees may be greater than the hourly rate determination based upon a variety of factors, such as the value of the services we render, our efficiency in handling your matter, the size of the matter, the time pressures associated with the matter and the results we achieve.

While we will attempt to estimate fees to assist you in your planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in a writing signed by K&E LLP.

Expenses. Expenses related to providing services shall be included in our statements as disbursements advanced by us on your behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain long distance telephone calls, certain secretarial overtime and other overtime expenses, postage, express mail and messenger charges, deposition costs, computerized legal research charges and other computer services, and miscellaneous other charges. Our clients pay directly (and are solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers or contractors' charges. Attached hereto as Schedule I is K&E LLP's current schedule of charges, which is subject to change.

Billing Statements. Our statements for fees and expenses are typically rendered monthly and, unless other arrangements are made, payment in full is due within thirty days of your receipt of the statement. If you have any question concerning any statement, we ask that you raise it within that thirty-day period.

Retainer. You will provide to K&E LLP, a "classic retainer" in the amount of US $150,000 as defined in *In re Production Associates, Ltd.*, 264 B.R. 180, 184 85 (Bankr. N.D. Ill. 2001), and *In re McDonald Bros. Construction, Inc.*, 114 B.R. 989, 997 99 (Bankr. N.D. Ill. 1990). As such, the classic retainer was earned by K&E LLP upon receipt. The initial amount of the classic retainer was set to approximate our estimate of fees and expenses expected to be accrued and unpaid by you between payment cycles. K&E LLP's estimate of expected fees and expenses may change based upon actual or expected fees and expenses incurred or expected to be incurred, as applicable. Further, you agree to replenish the classic retainer upon receiving invoices from K&E LLP so that the classic retainer amount remains at or above K&E LLP's estimated fees and expenses expected to be accrued and unpaid by you between payment cycles.

Termination. Our retention may be terminated by either of us at any time by written notice by or to you. Such written notice may be (a) your notification to us of your termination of our representation, (b) our confirmation to you of the completion of our representation or (c) our notification to you of our withdrawal. If permission for withdrawal is required by a court, we shall apply promptly for such permission and termination shall coincide with the court order for withdrawal. Our representation also will end, regardless of whether or when written notice was sent by or to you, upon the constructive completion of our work. When constructive completion of our work shall have occurred will depend on the particular facts of our representation. If this Agreement or our services are terminated for any reason, such termination shall be effective only to terminate our services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of our active involvement in a particular matter (even if we continue active involvement in other matters on your behalf), we will have no further duty to inform you of future developments or changes in law as may be relevant to such matter. Further, unless you and we mutually agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been retained.

File Retention. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy generally not to retain records relating to a matter for more than five years. Upon your prior written request, we will return client records to you prior to their destruction. We recommend that you maintain your own files for reference or submit a written request for your client files promptly upon conclusion of a matter.

Conflicts of Interest. K&E LLP is a general service law firm that you recognize has represented, now represents and will continue to represent numerous clients (including, without limitation, you or your affiliates' debtors, creditors and direct competitors), nationally and internationally, over a wide range of industries and in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive you or other clients of the right to select K&E LLP as their counsel.

In undertaking our representation of you, we want to be fair not only to your interests but also to those of our other clients. Because you are engaged in activities (and may in the future engage in additional activities) in which your interests may diverge from those of our other clients, the possibility exists that one of our clients may take positions adverse to you in a matter in which such other client may have retained us.

Accordingly, as an integral part of the Engagement, you agree that K&E LLP may, now or in the future, represent other entities or persons, including in litigation, arbitration or other dispute resolution procedure, adversely to you or any of your affiliates on matters that are not substantially related to (i) the legal services that K&E LLP has rendered, is rendering or in the future will render to you under the Engagement and (ii) other legal services that K&E LLP has rendered, is rendering or in the future will render to you or any of your affiliates under a separate engagement (an "Allowed Adverse Representation").

You also agree that you will not, for yourself or any other entity or person, assert that either (i) K&E LLP's representation of you or any of your affiliates in any past, present or future matter or (ii) K&E LLP's actual or possible possession of confidential information belonging to you or any of your affiliates is a basis to disqualify K&E LLP from representing another entity or person in any Allowed Adverse Representation. You further agree that any Allowed Adverse Representation does not breach any duty that this firm owes to you or any of your affiliates. You

also agree that our representation is solely of you and that no parent, subsidiary, affiliate, or other entity or person related to you has the status of a client for conflict of interest purposes.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of your matters. Nothing in this Agreement or any statements by our staff or attorneys constitute a promise or guarantee. Any comments about the outcome of your matter are simply expressions of judgment and are not binding on us.

Consent to use of information. In connection with future materials that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, you agree that, if those materials avoid disclosing your confidences and secrets as defined by applicable ethical rules, they may identify you as a client, may contain factual synopses of your matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. You agree promptly to reimburse us for all fees and expenses, including the amount of our attorney and paralegal time at normal billing rates, as incurred by us in connection with participating in, preparing for, or responding to any action, claim, suit or proceeding brought by or against any third-party that relates to the legal services provided by us under the Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by us in responding to document subpoenas and preparing for and testifying at depositions and trials.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Miscellaneous. This Agreement sets forth our entire agreement for rendering professional services. It can be amended or modified only in a writing signed by both parties and not orally or by course of conduct. Each party signing below is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.

We are not advising you with respect to this Agreement, because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent counsel of your choice.

[Remainder of page intentionally left blank.]

Please confirm your agreement with the arrangements described in this letter by signing below and returning it to me via email (kurt.vonmoltke@kirkland.com) or fax (312-862-2200).

Very truly yours,

KIRKLAND & ELLIS LLP

By: _____
Name: H. Kurt von Moltke, P.C.
Title: Partner

Agreed to and accepted this 18th day of October, 2010.

INSIGHT HEALTH SERVICES HOLDINGS CORP. (on behalf of itself and its subsidiaries and affiliates)

By: _____
Name: Keith Kato
Title: Exec CFO

Schedule I

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 1/1/10

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances, it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on the K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing**: The following list details K&E LLP's charges for duplicating, reprographics and printing services:
  - Black and White Copy or Print (all sizes of paper):
    - $0.15 per impression for all U.S. offices
    - €0.10 per impression in Munich
    - £0.12 per impression in London
    - HK$0.75 per impression in Hong Kong
    - RMB0.75 per impression in Shanghai
  - Color Copy or Print (all sizes of paper):
    - $0.50 per impression
  - Scanned Images:
    - $0.15 per page for black and white or color scans
  - Other Services:
    - CD/DVD Duplicating or Mastering - $7/$10 per CD/DVD
    - Binding - $0.70 per binding
    - Large or specialized binders - $8/$17
    - Labels and Tabs - $0.03 - $0.10 per item based on service
    - Black and White or Color Transparency - $0.15 or $0.65 per page

- **Secretarial and Word Processing**: Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.

- **Overtime Charges**: Secretarial and word processing overtime costs are not passed on to clients unless either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates the overtime and such work could not have been done during normal working hours. Costs for related overtime meals and transportation are charged to the client under the same conditions and subject to any applicable regulations or guidelines.

- **Travel Expenses**: We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.

- **Communication Expenses**: We do not charge clients for telephone calls or faxes made from K&E LLP's offices with the exception of third-party conference calls and videoconferences. Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage**: We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.

- **Messengers**: We charge clients for the actual cost of a third party vendor messenger. Where a K&E LLP in-house messenger is used, we charge clients a standard transaction charge plus applicable cab fare.

- **Computerized Research Services**: Client charges are limited to K&E LLP's actual third-party costs and do not include any surcharges for related overhead. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable. As discounts are customarily based on overall volume, the amount of the discount may vary from month to month.

- **Off-Site Legal Files Storage**: Clients are not charged for off-site storage of files unless the storage charge is approved in advance.**Electronic Data Storage**: K&E LLP will not charge clients for costs to store electronic data and files related to cases on the K&E LLP's systems if the data stored does not exceed 250 gigabytes (GB). If the data stored for a specific client exceeds 250GB, the K&E LLP will charge clients $1.25 per month/per GB until the data is either returned to the client or properly disposed of.**Document Procurement**: Our standard client charge for document retrieval when a K&E LLP library employee obtains a document from an outside source is $25 per document. There is no client charge for retrieving documents from K&E LLP libraries in other cities or from other collections when the document is part of the K&E LLP collection but unavailable.

- **Calendar Court Services**: Our standard charge is $25 for a court filing and other court services or transactions.

- **Library and Business/Industry Research Services**: Research specialists perform computerized research services at the request of attorneys, and clients are charged per hour for these services.

- **Supplies**: There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.

- **Contract Attorneys and Contract Non-Attorney Billers**: If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.

- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants**: If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between the K&E LLP and client.

- **Third Party Expenditures**: Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds $50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

EXHIBIT B

Sassower Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
INSIGHT HEALTH SERVICES HOLDINGS CORP., et al.,[1]	)	Case No. 10-[_____] (___)
Debtors.	)	(Joint Administration Requested)

DECLARATION OF EDWARD O. SASSOWER IN SUPPORT OF THE DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KIRKLAND & ELLIS LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

I, Edward O. Sassower, being duly sworn, state the following under penalty of perjury.

1. I am a partner in the law firm of Kirkland & Ellis LLP ("K&E"), located at 601 Lexington Avenue, New York, New York 10022. I am admitted to practice and a member in good standing of the Bar of the State of New York.

2. I submit this Declaration in support of the application (the "Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for an order pursuant to sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: InSight Health Services Holdings Corp. (0028); InSight Health Services Corp. (2770); Comprehensive Medical Imaging Centers, Inc. (6946); Comprehensive Medical Imaging, Inc. (2473); InSight Health Corp. (8857); Maxum Health Services Corp. (5957); North Carolina Mobile Imaging I LLC (9930); North Carolina Mobile Imaging II LLC (0165); North Carolina Mobile Imaging III LLC (0251); North Carolina Mobile Imaging IV LLC (0342); North Carolina Mobile Imaging V LLC (0431); North Carolina Mobile Imaging VI LLC (0532); North Carolina Mobile Imaging VII LLC (0607); Open MRI, Inc. (1529); Orange County Regional PET Center - Irvine, LLC (0190); Parkway Imaging Center, LLC (2858); and Signal Medical Services, Inc. (2413). The location of the Debtors' corporate headquarters and the Debtors' service address is: 26250 Enterprise Court, Suite 100, Lake Forest, California 92630.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Bankruptcy Rules"), authorizing the Debtors to employ and retain K&E as attorneys to the Debtors in connection with these chapter 11 cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

K&E's Qualifications

3. The Debtors seek to retain K&E because of K&E's recognized expertise and extensive experience and knowledge in the field of corporate restructuring, creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code.

4. K&E has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: In re FGIC Corp., Case No. 10-14215 (SMB) (Bankr. S.D.N.Y. Aug. 24, 2010); In re Innkeepers USA Trust, Case No. 10-13800 (SCC) (Bankr. S.D.N.Y. Aug. 12, 2010); In re N. Am. Petroleum Corp., Case No. 10-11707 (CSS) (Bankr. D. Del. June 21, 2010); In re S. Bay Expressway, L.P, Case No. 10-04516 (LDA) (Bankr. S. D. Cal. June 10, 2010); In re NR Liquidation III Co. (f/k/a Neff Corp.), Case No. 10-12610 (SCC) (Bankr. S.D.N.Y. June 9, 2010); In re U.S. Concrete, Inc., Case No. 10-11407 (PJW) (Bankr. D. Del. May 21, 2010); In re Bear Island Paper Co., L.L.C., Case No. 10-31202 (DOT) (Bankr. E.D. Va. Mar. 24, 2010); In re Atrium Corp., Case No. 10-10150 (BLS) (Bankr. D. Del. Feb. 24, 2010); In re Citadel Broad. Corp., Case No. 09-17442 (BRL) (Bankr. S.D.N.Y. Feb. 3, 2010); In re Stallion Oilfield Servs. Ltd., Case No. 09-13562 (BLS) (Bankr. D. Del. Nov. 16, 2009); In re The Reader's Digest Ass'n, Case No. 09-23529 (RDD) (Bankr. S.D.N.Y. Sept. 17, 2009); In re Lear Corp., Case No. 09-14326 (ALG) (Bankr. S.D.N.Y. July 31, 2009); In re UTGR, Inc. d/b/a/ Twin River, Case No. 09-12418 (ANV) (Bankr. D.R.I.

July 30, 2009); In re ION Media Networks, Inc., Case No. 09-13125 (JMP) (Bankr. S.D.N.Y. June 23, 2009); In re Visteon Corp., Case No. 09-11786 (CSS) (Bankr. D. Del. June 19, 2009); In re DBSD N. Am., Inc., Case No. 09-13061 (REG) (Bankr. S.D.N.Y. June 9, 2009); In re Gen. Growth Props., Inc., Case No. 09-11977 (ALG) (Bankr. S.D.N.Y. May 26, 2009); In re Source Interlink Cos., Inc., Case No. 09-11424 (KG) (Bankr. D. Del. May 18, 2009).

5. In preparing for its representation of the Debtors in these chapter 11 cases, K&E has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. K&E is both well qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services To Be Provided

6. Subject to further order of the Court and consistent with that certain engagement letter dated as of October 18, 2010 (the "Engagement Letter"), a copy of which is annexed as Exhibit 1 to Exhibit A attached to the Application, the Debtors request the employment and retention of K&E to render, without limitation, the following legal services:

a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;

b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

c. attending meetings and negotiating with representatives of creditors and other parties in interest;

d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors and representing the Debtors' interests in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;

e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

f. representing the Debtors in connection with obtaining authority to continue using cash collateral, postpetition financing and new money investments;

g. advising the Debtors in connection with any potential sale of assets;

h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;

i. advising the Debtors regarding tax matters;

j. taking any necessary action on behalf of the Debtors to negotiate, prepare and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

Compensation Received by K&E from the Debtors

7. On October 27, 2010, the Debtors paid K&E a classic retainer of $184,483.77, including $34,483.77 of unused credit. The classic retainer was subsequently increased to $434,483.77 on November 15, 2010, and $684,483.77 on November 16, 2010. K&E invoiced the Debtors for: $345,342.10 on November 17, 2010; $508,467.94 on December 3, 2010; and $236,300.84 and $137,424.99 on December 10, 2010. The Debtors provided to K&E additional retainer replenishments of: $250,000 on November 23, 2010; $250,000 on December 3, 2010; and $100,000 on December 10, 2010. After those invoices and replenishments, the retainer balance stood at $56,947.90. Moreover, pursuant to the Engagement Letter, the classic retainers are property of K&E and are not held in a separate account.

8. During the 90-day period prior to the date of the filing of the Debtors' chapter 11 cases (the "Petition Date"), the Debtors paid K&E the following amounts:

Type of Transaction	Invoice Number	Invoice Date	Billed Amount	Payment Date	Retainer Payment / Replenishment	Retainer Balance
Initial Retainer				10/27/2010	$184,483.77	$184,483.77[3]
Retainer Replenishment				11/15/2010	$250,000.00	$434,483.77
Retainer Replenishment				11/16/2010	$250,000.00	$684,483.77
Invoice	3677113	11/17/2010	$345,342.10			$339,141.67
Retainer Replenishment				11/23/2010	$250,000.00	$589,141.67
Retainer Replenishment				12/3/2010	$250,000.00	$839,141.67
Invoice	3685215	12/3/2010	$508,467.94			$330,673.73
Retainer Replenishment				12/10/2010	$100,000	$430,673.73
Invoice	3693498	12/10/2010	$236,300.84			$194,372.89
Invoice	3693714	12/10/2010	$137,424.99			$56,947.90

9. As of the Petition Date, the Debtors did not owe K&E any amounts for legal services rendered before the Petition Date, although certain expenses and fees may have been incurred by K&E but not yet applied to K&E's classic retainer. Such amounts, if any, would be less than the balance of K&E's classic retainer as of the Petition Date.

Professional Compensation

10. K&E intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the guidelines established by the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee Guidelines"), and any other applicable procedures or orders of the Court, on an hourly basis. The hourly rates and

[3] Amount includes $34,483.77 of unused credit.

corresponding rate structure to be utilized by K&E in these chapter 11 cases are equivalent to K&E's hourly rates and corresponding rate structure for other restructuring matters, as well as similar complex corporate, securities and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great intricacy, high stakes and severe time pressures.

11. K&E operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance and reputation, the nature of the work involved and other factors. Because the sub-markets for legal services are fragmented and are affected by a variety of individualized and interdependent factors, K&E has no one rate for an individual biller that applies to all matters for all clients. K&E rates for an individual biller may vary as a function of the type of matter, geographic factors, the nature of certain long-term client relationships and various other factors, including those stated above.

12. K&E's hourly rates are set at a level designed to fairly compensate K&E for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions and are consistent with the rates charged elsewhere. In particular, K&E's hourly rates for matters related to these chapter 11 cases range as follows: [4]

[4] For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars it is possible that certain rates may exceed the billing ranges listed in the chart herein.

Billing Category	Range
Partners	$550-$995
Of Counsel	$500-$965
Associates	$320-$660
Paraprofessionals	$155-$280

13. James H.M. Sprayregen, P.C., Ryan Bennett, Paul Wierbicki and I are presently expected to have primary responsibility for providing services to the Debtors. In addition, from time to time, other K&E professionals and paraprofessionals will provide services to the Debtors.[5]

14. It is K&E's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also K&E's policy to charge its clients only the amount actually incurred by K&E in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, outgoing facsimile transmissions, airfare, meals and lodging.

15. To ensure compliance with all applicable deadlines in these chapter 11 cases, K&E utilizes the services of overtime secretaries. K&E charges fees for these services pursuant to the Engagement Letter between K&E and the Debtors, which permits K&E to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, K&E professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

[5] Although K&E does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that such employment becomes necessary, K&E will not charge a markup to the Debtors with respect to fees billed by contract attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by K&E will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

16. K&E currently charges $0.15 per page for standard duplication in its offices in the United States. K&E does not charge its clients for facsimile transmissions. K&E has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer-assisted legal research) techniques.

17. Pursuant to Bankruptcy Rule 2016(b), K&E has not shared, nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates and contract attorneys associated with K&E or (b) any compensation another person or party has received or may receive.

K&E's Disinterestedness

18. In connection with its proposed retention by the Debtors in these chapter 11 cases, K&E undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, K&E obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on Schedule 1 hereto. K&E has searched on its electronic database for its connections to the entities listed on Schedule 1 hereto. To the extent that I have been able to ascertain that K&E has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on Schedule 2 attached hereto.

19. K&E and certain of its partners and associates may have in the past represented, may currently represent and likely in the future will represent parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. K&E has searched on its electronic database for its

connection to the entities listed on Schedule 1 attached hereto. The information listed on Schedule 1 may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, K&E will update this Declaration as necessary and when K&E becomes aware of additional material information. The following is a list of the categories that K&E has searched:

Schedule	**Category**
1(a)	Current and Recent Former Entities Affiliated with the Debtors
1(b)	Current and Recent Former Directors and Officers
1(c)	Bondholders
1(d)	Significant Contract Counterparties
1(e)	Customers
1(f)	Indenture Trustee
1(g)	Insurers
1(h)	Joint Venture Counterparties
1(i)	Landlords
1(j)	Letters of Credit Beneficiaries
1(k)	Litigation Parties
1(l)	Professional Services Providers
1(m)	Professionals
1(n)	Secured Lenders
1(o)	Other Secured Lienholders
1(p)	Vendors
1(q)	United States Trustee, Judges and Court Contacts for the Southern District of New York (and Key Staff Members)

20. To the best of my knowledge, (a) K&E is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) K&E has no connection to the Debtors, its creditors, or its related parties except as may be disclosed in this Declaration.

21. Although not relevant in concluding that K&E is "disinterested," out of an abundance of caution, listed on Schedule 2 to this Declaration are the results of K&E's conflicts

searches of the above-listed entities.[6] For the avoidance of doubt, K&E will not commence a cause of action in these chapter 11 cases against the parties listed on Schedule 2 that are current or ongoing clients of K&E (including parties below-listed under the "Specific Disclosures" section of this Declaration) unless K&E has an applicable waiver on file or first receives a waiver from such party allowing K&E to commence such an action. To the extent that a waiver does not exist or is not obtained , the Debtors will retain conflicts counsel to represent them in that particular matter. Notably, the only client listed on Schedule 1 or Schedule 2 that represents more than 1% of K&E's fee receipts for the twelve months ending November 30, 2010, is Madison Dearborn Partners ("MDP") (the vendors Stericycle and CDW Government Inc. are wholly owned indirect subsidiaries of MDP). MDP represents 1.20% of K&E's fee receipts for the twelve-month period ending on November 30, 2010.[7]

22. A former K&E partner, Mark Tresnowski, is currently Managing Director and General Counsel of MDP. Mr. Tresnowski was employed by K&E between 1986 and 1999 briefly returned to K&E in 2004. I do not believe Mr. Tresnowski's employment at MDP presents a conflict, but, out of an abundance of caution, I am disclosing this relationship.

23. K&E's conflicts search of the parties in interest listed on Exhibit 1 attached hereto (that K&E was able to locate using its reasonable efforts) reveals, to the best of K&E's knowledge, that certain of K&E's attorneys and paraprofessionals who previously worked at

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[6] As referenced in Schedule 2, the term "Current Client" means a client to whom time was posted in the 12 months preceding the Petition Date. As referenced in Schedule 2, the term "Former Client" means a client to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in Schedule 2, the term "Closed Client" means a client to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. As a general matter, K&E discloses connections with former clients or closed clients for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

[7] As noted below, MDP is not itself a party in interest in these chapter 11 cases. Rather, affiliates of MDP are parties in interest. Nonetheless, out of an abundance of caution, I am disclosing K&E's representation of these entities in matters unrelated to the Debtors.

other law firms that represented certain potential parties in interest in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at K&E, except as disclosed or otherwise described herein.

24. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, neither K&E nor any of its partners or associates has any connection with the Debtors, their creditors or any other parties in interest, their respective attorneys and accountants, the U.S. Trustee, any key person employed in the office of the U.S. Trustee or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Southern District of New York, except as disclosed or otherwise described herein.

25. K&E will periodically review its files during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, K&E will use reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

26. Generally, it is K&E's policy to disclose clients in the capacity that they first appear in a conflicts search. For example, if a client already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the client appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), K&E does not disclose the same client again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

27. From time to time, K&E has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to K&E.

28. Certain insurance companies pay the legal bills of K&E clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are K&E clients as a result of the fact that they pay legal fees on behalf of K&E clients.

Specific Disclosures

29. As specifically set forth below and in the attached exhibits, K&E represents certain of the Debtors' creditors, equity security holders or other parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, K&E is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders or other parties in interest in matters unrelated to these chapter 11 cases. Out of an abundance of caution, however, the Debtors may utilize outside conflicts counsel to represent the Debtors in certain matters in which K&E's representation of the Debtors in these chapter 11 cases could create a conflict.

A. Connections to Certain Creditor Financial Institutions.

30. As disclosed in Schedule 1 and Schedule 2, K&E currently represents and formerly has represented certain affiliates, subsidiaries, joint ventures and other entities associated with creditors of the Debtors. Because some of these creditors hold portions of the Debtors' prepetition debt under their secured credit facilities, they are significant lienholders of the Debtors. All such representations have been in matters unrelated to the Debtors and these chapter 11 cases.

31. K&E currently represents, and formerly has represented, certain affiliates of Bank of America, N.A. (together with its affiliates, "Bank of America") in matters unrelated to

the Debtors and these chapter 11 cases. Bank of America is the agent for the Debtors' prepetition asset-backed revolving secured credit facility and the proposed postpetition DIP lender. K&E also currently represents, and formerly has represented, certain affiliates of Black Diamond Capital Management, LLC (together with its affiliates, "Black Diamond") in matters unrelated to the Debtors and these chapter 11 cases. Black Diamond is the majority holder of the Debtors' prepetition secured floating rate notes. Each of K&E's representations of Bank of America and Black Diamond accounted for less than 1% of K&E's fee receipts for the twelve-month period ending on November 30, 2010.

32. The spouse of K&E partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co. ("JPMorgan"). JPMorgan affiliates JPMorgan Securities Inc. (U.S.) and JPMorgan Ventures are holders of the Debtors' prepetition secured floating rate notes. JPMorgan affiliate Outsourcing Solutions is also a vendor of the Debtors. Out of an abundance of caution, K&E has instituted formal screening measures to screen Ms. Witt from all aspects of K&E's representation of the Debtors.

33. K&E currently represents, and formerly has represented, certain affiliates, subsidiaries and entities associated with Siemens AG (collectively, "Siemens") in matters unrelated to the Debtors and these chapter 11 cases. Siemens affiliates Siemens Financial Services, Inc. and Siemens Medical Solutions USA, Inc. are secured lenders to the Debtors. Siemens affiliate Siemens Medical Systems Inc. is a vendor to the Debtors. K&E will not represent Siemens in connection with these chapter 11 cases. K&E does not believe that its representation of Siemens presents a conflict but has disclosed it out of an abundance of caution.

34. K&E will not represent any of the creditor financial institutions in connection with these chapter 11 cases. K&E's client relationships with these parties do not prohibit K&E

from representing other clients in negotiating against them in commercial transactions, nor would they prohibit K&E from representing the Debtors in connection with claims resolution matters and other matters in connection with any role of any of these parties as agent for, or participant in, a financing facility. To the extent that, in the future, the Debtors were to discover occasion to commence formal litigation against any of these parties, K&E would request that conflicts counsel pursue such litigation as a result of K&E's client relationships with the parties. K&E does not believe that its representations of these creditor financial institutions presents a conflict but has disclosed them out of an abundance of caution.

B. K&E Attorney and Employee Investments.

35. From time to time, K&E partners, of counsel, associates and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire a debt or equity security of many companies, one of which may be one of the Debtors, often without K&E's knowledge. The investing K&E person(s) generally own substantially less than 1% of such Investment Fund, do not manage or otherwise control such Investment Fund and have no influence over the Investment Fund's decision to buy, sell, or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the K&E person(s) make an investment in the Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and they have no control over such purchases or sales.

36. From time to time one or more K&E partners and of counsel voluntarily choose to form an entity (a "Passive-Intermediary Entity") to invest in one or more Investment Funds. Such Passive-Intermediary Entity is composed only of persons who were K&E partners and of counsel at the time of the Passive-Intermediary Entity's formation (although some are now

former K&E partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of K&E's partners and of counsel choose to participate. The Passive-Intermediary Entity generally owns substantially less than 1% of any such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund's decision to buy, sell or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell and has no control over such purchases or sales. And, indeed, the Passive-Intermediary Entity often arranges for statements and communications from the Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund's underlying investments, so that the Passive-Intermediary Entity does not learn (even after the fact) identity of the securities purchased, sold, or held by the Investment Fund.

37. From time to time, K&E partners, of counsel, associates and employees personally directly acquire a debt or equity security of a company which may be one or more of the Debtors. K&E has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work. In this regard, all K&E attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

C. Other Disclosures.

38. Certain interrelationships exist among the Debtors. Nevertheless, the Debtors have advised K&E that the Debtors' relationships to each other do not pose any conflict of interest because of the general unity of interest among the Debtors. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude K&E's joint representation of the Debtors in these chapter 11 cases.

39. Prior to joining the firm, K&E partner Albert Cho represented numerous clients adverse to K&E's current and former restructuring clients, including certain chapter 11 debtors. Out of an abundance of caution, K&E has instituted formal screening procedures to screen Mr. Cho from all K&E restructuring matters, including those related to the Debtors' chapter 11 cases.

40. Under K&E's screening procedures, K&E's conflicts department distributes a memorandum to all K&E attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of K&E's representation of the Debtors with the screened K&E attorneys; (b) to conduct meetings, phone conferences, and other communications regarding K&E's representation of the Debtors in a manner that avoids contact with the screened K&E attorneys; (c) to take all measures necessary or appropriate to prevent access by the screened K&E attorneys to the files or other information related to K&E's representation of the Debtors; and (d) to avoid contact between the screened K&E attorneys and all K&E personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of K&E's representation of the Debtors. Furthermore, K&E already has implemented procedures to block the screened K&E attorneys from accessing files and documents related to the Debtors that are stored in K&E's electronic document managing system.

Affirmative Statement of Disinterestedness

41. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) K&E is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors'

estates and (b) K&E has no connection to the Debtors, their creditors or their related parties, except as may be disclosed herein.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: December 10, 2010

Respectfully submitted,

/s/ Edward O. Sassower
Edward O. Sassower
Partner, Kirkland & Ellis LLP

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Edward O. Sassower in Support of the Application of the Debtors for Entry of an Order Authorizing the Retention of Kirkland & Ellis LLP as Attorneys for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the "Sassower Declaration"). Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP reviewed each entity in its records, as more fully described in the Sassower Declaration, matching the incomplete or ambiguous name.

List of Schedules

Schedule	Category
1(a)	Current and Recent Former Entities Affiliated with the Debtors
1(b)	Current and Recent Former Directors and Officers
1(c)	Bondholders
1(d)	Significant Contract Counterparties
1(e)	Customers
1(f)	Indenture Trustee
1(g)	Insurers
1(h)	Joint Venture Counterparties
1(i)	Landlords
1(j)	Letters of Credit Beneficiaries
1(k)	Litigation Parties
1(l)	Professional Services Providers
1(m)	Professionals
1(n)	Secured Lenders
1(o)	Other Secured Lienholders
1(p)	Vendors
1(q)	United States Trustee, Judges and Court Contacts for the Southern District of New York (and Key Staff Members)

SCHEDULE 1(a)

Current and Recent Former Entities Affiliated with the Debtors

Ashville Mobile MRI Services LLC
Berwyn Magnetic Imaging Center LLC
Berwyn Magnetic Resonance Center
BMRI LLC
Central Maine Imaging Center
Central Maine Magnetic Imaging Associates
Comprehensive Medical Imaging Centers Inc.
Comprehensive Medical Imaging Inc.
Comprehensive Medical Imaging-Bakersfield Inc.
Comprehensive Medical Imaging-Biltmore Inc.
Comprehensive Medical Imaging-Fairfax Inc.
Comprehensive Medical Imaging-Fremont Inc.
Comprehensive Medical Imaging-San Francisco Inc.
Comprehensive Open MRI-Carmichael/Folsom LLC
Comprehensive Open MRI-East Mesa Inc.
Comprehensive Open MRI-Garland Inc.
Connecticut Lithotripsy LLC
Daniel Freeman Marina MRI Center
Daniel Freeman MRI LLC
Diagnostic Solutions Corp.
Dublin Diagnostic Imaging Center
Dublin Diagnostic Imaging LLC
East Bay Medical Imaging LLC
Encinitas Imaging Center LLC
Encinitas MRI Center
Gamma Knife Institute at University of Miami/Jackson
Garfield Imaging Center
Garfield Imaging Center Ltd.
Granada Hills Open MRI LLC
Greater Waterbury Imaging Center LP
Harbor-UCLA Diagnostic Imaging Center
Holy Cross Imaging Center
Holy Cross Magnetic Resonance Center
Imaging Center of Murfreesboro, The
IMI of Arlington Inc.
IMI of Kansas City Inc.
Indianapolis MRI
Insight Diag Eighth Ave
Insight Diag Forest Ln
Insight Diag Preston
Insight Diagnostic Center-Eighth Avenue
Insight Diagnostic Center-Forest Lane
Insight Diagnostic Center-Preston Road

Insight Diagnostic Imaging Centers
InSight Health Corp.
InSight Health Services Corp.
InSight Health Services Holdings Corp.
InSight Imaging - Upper Ohio Valley LLC
Insight Imaging Arrowhead
Insight Imaging Del Sol
Insight Imaging Fairfax
Insight Imaging Fountains
Insight Imaging Fountains Women's Center
Insight Imaging Goodyear
Insight Imaging Murchison Park
Insight Imaging Patriot
Insight Imaging Sun View
Insight Imaging Sun View Xray
Insight Imaging West Valley
Insight Imaging Woodbridge
Insight Imaging-Arlington
Insight Mountain Diagnostics
InSight Proscan LLC
InSight-ARA LLC
InSight-Premier Health LLC
Jefferson Imaging- Bala
Jefferson Imaging-Langhorne
Jefferson MRI
Jefferson MRI-Bala
Kessler Imaging Associates LLC
Lac+Usc Imaging Science Center
Lemont MRI Center
Lockport MRI LLC
Los Gatos Imaging Center
Los Gatos MRI
Maine Molecular Imaging LLC
Marina MRI
Marshwood Imaging Center
Maxum Diagnostic Centers
Maxum Diagostic Center
Maxum Health Corp.
Maxum Health Services Corp.
Maxum Health Services of Dallas Inc.
Maxum Health Services of N. Texas Inc.Medical Imaging Center of Arlington
Medical Imaging Center of Bakersfield
Medical Imaging Center of Fairfax
Medical Imaging Center of Huntington Beach
Memorial Medical Center
Mesa MRI

Mobile Imaging Consortium
Mountain Diagnostics
Mountain View MRI
MRI Associates Lp
MRI Center At Martin Luther King/Drew Medical Center
National Medical Imaging Corporation
NDDC Inc.
North Carolina Mobile Imaging I LLC
North Carolina Mobile Imaging II LLC
North Carolina Mobile Imaging III LLC
North Carolina Mobile Imaging IV LLC
North Carolina Mobile Imaging V LLC
North Carolina Mobile Imaging VI LLC
North Carolina Mobile Imaging VII LLC
Northern Indiana Oncology Center of Porter Memorial Hospital LLC
Ocean Medical Imaging Center
Ocean Medical Imaging Center West
Ocean Medical Imaging Women's Center
Olive View-Ucla Imaging Center
Open MRI Bakersfield
Open MRI Inc.
Open MRI of Bangor
Open MRI of Brunswick
Open MRI of East Mesa
Open MRI of Encino
Open MRI of Folsom
Open MRI of Fullerton
Open MRI of Granada Hills
Open MRI of Hayward
Open MRI of Laguna Hills
Open MRI of Sacramento
Open MRI of West Texas (East El Paso)
Open MRI of West Texas (West El Paso)
Orange County Regional Pet Center
Orange County Regional PET Center - Irvine LLC
Overland Park MRI
Parkway Imaging Center
Parkway Imaging Center LLC
Phoenix Regional Pet Center-Thunderbird LLC
Polaris Open MRI
Radiosurgery Centers Inc.
Rainbow Imaging LLC
Rancho Los Amigos MRI Center
Redwood City MRI
Revana Health Corp.
San Fernando Valley MRI Center

San Fernando Valley Regional Pet Center
San Fernando Valley Regional Pet Center LLC
San Francisco Magnetic Resonance Center
Signal Medical Services Inc.
South Coast MRI Center
Southern Connecticut Imaging Centers LLC
Southern Regional MRI
St. John's Regional Imaging Center
St. John's Regional Imaging Center LLC
Sun Coast Imaging Center LLC
Surgical Specialty Imaging LLC
Syncor Diagnostics Bakersfield LLC
Syncor Diagnostics Sacramento LLC
Thorn Run MRI
Thunderbird MRI and Pet Center
TME Arizona Inc.
Toms River Imaging Assoc. LP
Valencia MRI
Valencia MRI LLC
Valley Open MRI
Washington Magnetic Resonance Center
Westlake Diagnostic Center
Whitney Imaging Center
Wilkes-Barre Imaging Center
Wilkes-Barre Imaging LLC
Woodbridge MRI

SCHEDULE 1(b)

Current and Recent Former Directors and Officers

Blank, Patricia R.
Brown, Michael W.
Drazba, Brian G.
Forche, Daniel R.
Hallman, Louis E., III
Hankus, Donald F.
Hill, Mitch C.
Holmes, Michael
Jones, Michael C.
Kelson, Keith S.
King, Steven M.
Leo, Charles
Linden, Eugene
Lowell, Wayne B.
MacNiven-Young, Marilyn
McKee, Scott A.
Mentzer, Bob
Nevins, Richard
Nielsen, Clark
O'Rourke, Bernard J.
Ovenden, James A.
Rechner, Keith E.
Robinson, Bryce
Segal, Steven G.
Tuholsky, Kent
Walker, Donna S.
Wight, Darren
Woodbury, Brian

SCHEDULE 1(c)

Bondholders

Bennett Management Corp.
Black Diamond Capital Management LLC
Cohanzick Management LLC
Credit Suisse Asset Management LLC (US)
Deerfield Capital Management LLC
Deutsche Bank Securities Inc.
General Electric Healthcare Financial Services
Hitachi Capital America Corp.
JP Morgan Securities Inc. (US)
Key Equipment Finance
KVO Capital Partners LP
Lampe Conway & Co. LLC
Marblegate Asset Management LLC
Morgan Stanley & Co.
Robeco USA Inc.
Saxon Strategic Funds LLC
Toshiba America Medical Credit
UBS Securities
USAA Investment Management Co.

SCHEDULE 1(d)

Significant Contract Counterparties

Chelmsford MRI PC
GE
Hitachi
Image Guided Pain Management PC
InSight-ARA LLC
Kris-Way
Magnetic Imaging Medical Group
MICA CAL III Inc.
MIMG Inc.
Ocean Medical Imaging Associates LLC
Paccar
Siemens
Toms River Imaging Associates LP
Toshiba
Willowbend Diagnostic Imaging PPLC

SCHEDULE 1(e)

Customers

Abbeville County Memorial Hospital
Adena Regional Medical Center
Adirondack Medical Center
Advance Technological Radiology
Advanced MRI
Aiken Regional Medical Centers
Airport Imaging LLC
All Children's Hospital Inc.
All Children's Specialty Care of Tampa
Alle-Kiski Medical Center
Allen Medical Center
American Health Imaging Inc.
American Health Research Institute
Appalachian Regional Healthcare Inc.
Arnot Ogden Medical Center
Asheville Orthopedics Associates PA
AT Radiology
Atmore Community Hospital
Attentus Moulton LLC
Baptist Health System
Baptist Medical Center Beaches
Baptist Medical Center-Jacksonville
Barnesville Hospital
Belmont Community Hospital
Berkeley Family Practice
Bienville Medical Center
Blackford Community Hospital
Bradford Regional Medical Center
Braxton County Memorial Hospital
Bridgton Hospital
Brown County General Hospital
Bucyrus Community Hospital
Butler Memorial Hospital
Cancer Care Center of York County
Canonsburg General Hospital
Canton Potsdam Hospital
Cape Canaveral Hospital Inc.
Carolina Rehabilitation & Surgical Associates PA
Carolinas Hospital System-Florence
Cayuga Medical Center
Cayuga Medical Center - Asa
Cayuga Medical Center - Cortland
Cayuga Medical Center - Ithaca

Cayuga Medical Center - Pet
CDI Central Florida
Central Maine Magnetic Imaging Associates
Chambersburg Hospital
Chilton Memorial Hospital
Christus Coushatta Health Care
Christus Health West Central Louisiana
Citizens Medical Center
Citrus Memorial Health Care Center at Sugarmill Woods
Citrus Memorial Hospital / Allen Ridge Diagnostic
City Hospital
City Hospital Inc.
Clara Maass Medical Center
Coastal Orthopedics & Pain Management
Coffeyville Regional Medical Center
Community Medical Center
Comprehensive Cancer Centers Inc.
Cornerstone Healthcare PA
Correctional Diagnostic Imaging
Correctional Diagnostic Imaging - Danville VA
Correctional Diagnostic Imaging - El Reno
Correctional Diagnostic Imaging - Oklahoma
Correctional Diagnostic Imaging - SCI Smithfield
Correctional Diagnostic Imaging LLC - Bastrop
Correctional Medical Services
Crawford Memorial Hospital
Cross Creek Imaging LLC
Decatur General Hospital
Degraff Memorial Hospital
Dekalb Memorial Hospital
Delaney Radiologists Group PLLC
Diagnostic Imaging Services
Dubois Regional Medical Center
Eastern Maine Medical Center
Ed Fraser Memorial Hospital
EJ Noble Hospital of Gouverneur
El Campo Memorial Hospital
Elizabethtown Community Hospital
Emerson Hospital
Ephrata Community Hospital
Escambia County Alabama Community Hospitals Inc.
Fairmont General Hospital
Fayette County Memorial Hospital
Federal Correctional Institute, Beckley
Fishermen’s Hospital & HMA
Florida Hospital Zephyrhills

Freeman Neosho Hospital
Geisinger Medical Center
Geisinger Wyoming Valley Medical Center
Grafton City Hospital
Greene Memorial Hospital
Greenville Hospital System
Grenada Diagnostic Radiology LLC
Gulf Health Hospitals
Hardin Memorial Hospital
Harold Leever Regional Cancer Center, The
Harriman State Campus, The
Harrison Community Hospital
Harry S Truman VA Medical Center
Haystack Imaging Services Inc.
HCA Portsmouth Regional Hospital
Healtheon Inc.
Healtheon Inc. - Coatesville PA
Healtheon Inc. - Elkton OH
Henderson Memorial Hospital
Hendersonville Hospital Corp.
Hendry Regional Medical Center
High Point Neurological
Highlands Regional Medical Center- HMA
Hillsboro Area Hospital
Hitachi Medical Systems America Inc.
HMC/CAH Consolidated Inc.
Holmes County Hospital & Clinics
Holzer Medical Center
Holzer Medical Center - Jackson
Homer Memorial Hospital
Hudson Valley Diagnostic Imaging PLLC
Hudson Valley Imaging
Hunterdon Imaging Associates Partnership
Hunterdon Medical Center
Inland Hospital
Inova Health Care Services
Insight-Premier Health LLC
Institute of Diagnostic Imaging LLC
InterMed PA
Iroquois Memorial Hospital
Jackson South Community Hospital
Jay Hospital Inc.
Jeff Anderson Regional Medical Center
Jersey Shore Hospital
John Dempsey Hospital
Johnson Memorial Hospital

Kaleida Health
Kenneth Hall Regional Hospital
Key Chiropractic
Kimball Medical Center
Lake Regional Health System
Lake Regional Imaging Partners LLC
Lake Wales Medical Center
Lakes Radiology
Lakeside Memorial Hospital
Lauderdale Community Hospital
Lawrence Medical Center
Licking Memorial Hospital
Littleton Regional Hospital
Los Angeles County (CA)
Lourdes Medical Center of Burlington County
Lower Keys Medical Center
Lower Keys Medical Center & HMA
Magnolia Hospital
Magnolia Regional Health Center
Maine Medical Center
Marion VA Medical Center
Matagorda County Hospital District
Matagorda General Hospital
Mecklenburg Neurological Associates
Medical Center at Scottsville, The
Medical Imaging of Baltimore
MedSouth LLC
Memorial Healthcare System
Memorial Healthcare System - Hollywood
Memorial Healthcaresystem - Hallandale FL
Memorial Hospital at Easton Maryland Inc.
Memorial Hospital, The
Memorial Regional Hospital South
Memorial Regional Hospital-Hollywood
Meriden Imaging Centers LLC
Meriden Imaging Partnership
Miami Children's Hospital
MIB Partnership LLP
Mid Florida Radiology Centers PA
Mid-Coast Hospital
Middlesex Hospital
Midstate Medical Center
Miles Memorial Hospital
Millard Fillmore
Monmouth Medical Center
Monongalia County General Hospital Co.

Monongalia General Hospital
Morrow County Hospital
Mount Sinai Medical Center
Naval Hospital - Cherry Point
Neshoba County General Hospital
Neurology Associates of Greenville PA
New York Department of Correctional Services
North Caddo Medical Center
North Fulton Medical Center Inc.
North Fulton Regional Hospital
North Greenville Hospital
North Shore Pet Imaging LLC
Northeast Orthopedics PA
Northwestern Medical Center
Odyssey IV LLC
Olean General Hospital
Oswego Community Hospital
Pana Community Hospital
Pasco Regional Medical Center & HMA
Paulding County Hospital
Piedmont Medical Center
Pinnacle Health Services of North Carolina
Portland Diagnostic Center
Pottsville Hospital & Warne Clinic
Premium Health Systems
Presgar Imaging of CMI South LLC
Public Health Trust of Miami Dade County

Redington-Fairview Hospital
Regional Medical Center of Acadiana, The
Rice Medical Center
Richland Memorial Hospital
Roane General Hospital
Roper St. Francis Healthcare
Saint Catherine Hospital of Pennsylvania
Sand Lake Imaging LLP
Schuylkill Medical Center
Schuylkill Medical Center-South Jackson Street
Sebastian Radiology Associates
Sebastian River Medical Center & HMA
Select Medical Ventures
Self Regional Healthcare
Sharon Regional Health System
Skaggs Community Health Center
South Arkansas Medical Associates
South Broward Hospital District
South Central Regional Medical Center
South Florida Baptist Hospital
Southern Connecticut Imaging Center
Southern Maine Medical Center
Southside Regional Medical Center
Southwest Medical Center
Southwestern Vermont Medical Center
Springhill Medical Center
St. Joseph Medical Center
St. Mary's Regional Medical Center
St. Vincent's Medical Center Inc.
Summers County Appalachian Regional
Suntree Diagnostic Center & Mammo Clinic
Suntree Diagnostic Center & Mammography Clinic
Surgical Specialty Hospital of Arizona LLC
Tenet Healthcare
Thomas Hospital
Touchette Regional Hospital
Tuomey Healthcare System
University Hospital & Clinics Holmes County
University of Connecticut Health Center / Finance Corp.
US Health Networks of Indiana Inc.
WakeMed - Bladen County Hospital
WakeMed - Central Regional Hospital
WakeMed - Dorothea Dix Hospital
WakeMed - North
Waldo County General Hospital
Wayne Memorial Hospital

WCA Hospital
Weirton Medical Center
Wentworth Douglass Hospital
West Boca Medical Center
West Georgia Medical Center
West Penn Allegheny Health System
Western Pennsylvania Hospital, The
Western Pennsylvania Hospital, The - Forbes Regional
Wheeling Hospital
Whitney Imaging Center
Williamsport Hospital & Medical Center, The
Winchester Hospital
Windham Community Memorial Hospital
Winn Parish Medical Center
Wuesthoff X-Ray & Lab
Wyandot Memorial Hospital
Wyoming County Community Hospital

SCHEDULE 1(f)

Indenture Trustee

U.S. Bank, N.A.

SCHEDULE 1(g)

Insurers

1 Firemans Fund
ACE
AIG
Allianz
Allianz Global Corporate & Specialty
ARCH
Arch/Beazley-London
Arrowhead
Axis Insurance
Beazley
Berkley
Berkley Insurance Co.
Chartis
Chubb
Crum & Forster
Empire
Empire Indemnity
Federal Insurance Co.
Hartford Fire Insurance Co.
Hartford, The
Illinois Union Insurance Co.
Lexington
Lexington Insurance Co.
Monitor
Monitor Liability Managers LLC
National Union
National Union Fire Insurance
National Union Fire Insurance Co. of Pittsburgh PA
Navigators
Navigators Insurance Co.
North River Insurance Co.
North River Insurance Co., The
Ohio Bureau of Workers Compensation
United
United States Fire Insurance Co.

SCHEDULE 1(h)

Joint Venture Counterparties

Acampora, Paul, MD
Allen, Kenneth, MD
Alwardi, Dhia A.M., MD
American Health Services Corp.
American Radiology Associates PA
American Radiology Enterprises LP
Anama, Luzminda M., MD
Androscoggin Imaging Services Inc.
Asanza, Vicente O., MD
Asanza, Vincent O., MD
Au, Shiu-Cheong, MD
Bader, Julian, MD
Barnett, David, MD
Batniji, Kamal A., MD
Beckner, James B., MD
Benson, Mark, MD
Berg, Gerald R., MD
Birnbaum, Joseph G., MD
Blank, Patricia R.
Boroditsky, Gordon P., MD
Bourque, Anita, MD
Boylan, Michael
Brown, Allen
Buganza, Joanne
Caffaratti, John D., MD
Camelback Imaging Holdings LLC
Cannizzaro, Michael N.
Carnevale, Frank G., MD
Caron, William
Carter, Anthony R., MD
Casey, William
Catholic Healthcare West
Center State Health Services Corp.
Chan, Yink Sek, MD
Chang, Jonathan L., MD
Chen, Hank H.
Chen-Chia Ko, MD
Chianese, Thomas C.
Chiansese, Teresann
Chin, Margaret S.L.H., MD
Chiu, Thomas, MD
Chow, Hubert W., MD
Chua, William A., MD
Chung, Kwok-Leung, MD
CHW II
Cohen, Melvin S., MD
Croal, Thomas V.
CSMC Imaging Corp.
Cunningham, Craig
Davis, Rod
DeFilippo, John, MD
Defrancisco, Joseph C., MD
Dennen, Philip C., MD
Denninger, Joseph F.
Diagnostic Radiology Associates
Dibella, Michael C., MD
Dichard, Matthew
Diehard, Matthew
Douthit, Bruce, MD
Drazba, Brian G.
Dunn, Edward, MD
Eastman, Lynn
EI-Hag, Aly, MD
eImaging LLC
Elmasry, Aziza Z., MD
Erbstein, Judy
Fandel,Sharon
Forche, Daniel R.
Fulmer, J. Mark, MD
Gala, Kirit V., MD
Galloway, Tracy
Garcia, Jesus I., MD
Gardner, F. Clark, M.D
Gibney, Raymond, MD
Githens, Patrick
Gray, Richard, MD
Han, Frank C., MD
Harrison, Charlie
Hedlund, Mark, MD
Heye, John
Hopson, Daniel, MD
Hospital Designated Managers
Hsu, Alethea T., MD
Hsu, Chun Yen, MD
Hsu, David, MD
Hu, An-Chieh, MD

Hu, Eddie Hong-Lung, MD
Huang, David Wei-Ping, M.D
Humeniuk, William Barry, MD
Huppert, Leon J., MD
Hurd, Paul, MD
Hyson, Eric A., MD
InSight Designated Managers
InSight Health Corp.
J Paul Wiesner & Associates Chartered
Jarenwattananon, Heidi A.
Jassie, Marvin P., MD
JLR Service LP
Jones, Kim
Jose, Alfredo Y., MD
Kelley, William T., MD
Kelson, Keith
Kennebec Valley Imaging LLC
Kennebec Valley Professional Association
Kessler CAT Scan Associates LLC
Khoo, Nina C., MD
Kuhn, Kenneth W.
Ladd, William, MD
Lam, Chi Y., MD
Landry, David B.
Lee, John Che-Cherng MD
Lee, Terry M., MD
Lehman, Frederick, MD
Lemon, Brian
Leo, Charles A.
Leung, Raymond W.P., MD
Levesque, Paul, Dr.
Liao, Benedict, MD
Lieberman, Allen H., MD
Lin, Felix, Dr.
Lin, Hsiung Wei, MD
Lin, James, MD
Lin, Matthew Yuan Ching, MD
Lin, Rhinna Y.
Lunde, Kevin, MD
MacNeal Health Services Corp.
Madler, Michael
Madler, Michael S.
Mahanna, Tim
Mahmood, Parvez, MD
Maine General
MaineGeneral Health
MaineHealth (nonprofit)
MaineHealth Designated Managers
Mancall, Andrew, MD
Mandigo, James, MD
Manning, Ken
Margolis, Eugene S., MD
Maroldo, Michael G., MD
Martinez, Dante, MD
Matheny, Keith, MD
Matus, Victorino M., Jr., MD
Matus, Victorino M., MD
Maywood, Frank N., MD
McArdle, Richard
McArdle, Richard P.
McCreight, Peter, MD
McGinty, Francis G.
Medical Development Services LLC
Mehler, Robert J., MD
Mele, Frank, Dr.
Mid-Maine Imaging LLC
Mid-Maine Radiology
Miller, Patricia A.
MMC Designated Managers
Morguelan, Barry A., MD
Myint, U.S., MD
Nasir, Musa Y., MD
Novo, Robert P., MD
Ocean Imaging Specialists LLC
O'Connell, Genevieve C., MD
O'Dell, Libby
Ommen, Jeff
Open Diagnostic Imaging LLC
O'Rourke, Bernard
O'Rourke, Bernie
Osborn, Dana John, MD
Ostrowsky, Barry H.
Pancoe, Michael, MD
Parkway Imaging Center LLC
Payumo, Paulita C., MD
Payumo, Paulito C., MD
Peck, Sander, MD
Pena, Jorge A., MD
Petersen, Richard
Phillips, Julita T., MD
Pope, Christopher
Pope, Christopher F., MD

Premier Designated Managers
Prokop, Ed, Dr.
Pruden, Bruce
Pseng, Ewen, MD
Quigley, Donald
Radiology Associates of Nevada
Radiology Associates of Wheeling Inc.
RAN Designated Managers
Randall, Stephen
Randall, Stephen T.
Rappel, Stephen, MD
Riley, Geoffrey M.
Ringler, Jennifer
Robinson, Neil, MD
Rosenbaum, Anita
Rosen-Schmidt, Shari, MD
Roubal, Ivan, MD
Saguil, Edwardo N., MD
Samuel, Elmo T., MD
Saperstein, Lawrence, Dr.
Schoenfeld, Allan H., MD
Schonmuller, Arnold, MD
Schor, Martin J., MD
Scientific Imaging Centers Inc.
Scientific Imaging Corp.
Selinger, Lawrence, DDS
Selinger, Lawrence, MD
Sevilla, John L., MD
Shahab, M.T., MD
Shanik, Robert A., MD
Shetty, Mahavaden, MD
Shih, Chin-Shum, MD
Shore, Kenneth, MD
Shum, Tony K., MD
Signal Medical Services Inc.
Silvers, Lawrence W., MD
Sinha, Sailendra K., MD
Smith Barney Inc.
Southern Connecticut Imaging Centers Ltc.
St. Rose Dominican Hospital
Stanley Weinstein, MD PA
Stein, Stephen, MD
Stephens, Stephanie, MD
Stewart, James R., MD
Stewart, John T., MD
Surgical Specialty Imaging LLC
Tai, Henry T., MD
Tai, S. Chang, MD
Tauro, Joseph, MD
TME Inc.
Toffler, Robert B., MD
Tomlinson, Douglas W.
Toy, Stanley, MD
Tsang, K., MD
Varcarolis, James
VHA Diagnostic Services Inc.
Vilanueva, Rolando P., MD
Villanueva, Rolando P., MD
Vivona, Vincent J., DO
Vivona, Vincent J., MD
Waterbury Hospital Health Center, The
Weinstein, Stanley, MD
Whitney Imaging Center LLC
Wiesner, J. Paul, MD
X-Ray Professional Association
Yang, C.W., MD
Yeh, Thong P., MD
Yip, Felix C., MD
Ynaya, Renato, MD
Youngberg, Arne S., MD
Yung, Allan K., MD
Zaater, Aziza A., MD
Zetterberg, Fred, Dr.

SCHEDULE 1(i)

Landlords

187 Billerica Road Realty Trust
4001 Prince William Parkway LLC
Allen Associates Properties Inc.
American Document Services LLC
Arthur, Harry
Bay Pacific Phoenix Center LLC
Best Real Estate
Bixby Land Co. Inc.
Borstein Management LLC
Broad Street Proscan Imaging Ltd.
Buchalter Nemer
Buscemi Friendly LLC
Camelback Medical Plaza Investors LLC
Carmody Co., The
Carye, Barbara F.
Carye, Raymond A.
CB Richard Ellis Inc.
Center State Health Services
Central Maine Healthcare Corp.
Centro NP Rose Pavilion LP
City View Investors LLC
Colliers International
CSS Associates LLC
Double G Arrowhead Orchards LP
Drinker Biddle & Reath LLP
Duke Realty LP
East Bay Medical Imaging
East Phoenix Church of God
East Side Medical Plaza LLC
Econo-Tennis Management Corp. Inc.
Emerald Suites LLC
Foot Care Properties Ltd.
Fort Worth C&R Inc.
Fountains Med Center Owners Association
Gainsboro, Lloyd
Garfield Calmed Investment LP
Gateway East Medical Group
Gimbel Investments
Hilltop Inn Inc.
Ironwood 2000 LLC
JDR Trust II
JKC Living Trust
Karrab Co. LLC.
Kostohryz 8th Ave. FLP
Marlin Properties Management LLC
Mawla, Carol
Mawla, Shamil
Medical Properties Group
Mesilla Capital Investments LLC
Moody, Wayne A., MD
NDG Property Managment LLC
New Central Forest S/C Partners Ltd.
Nonesuch River Plaza LLC
Northwinds Center LP
NPC LLC
Oak Creek Owners Association
Oak HIll Holdings LLC
Ocean Resources Associates
Open Diagnostic Imaging LLC
Pacific Medical Buildings LP
Park Ventura Investment Partners LLLP
Phoenix Diagnostic Imaging Inc.
Plaza Town Center LLC
Polaris Neighborhood Center Ltd.
PPG MOB Fund IA LLC
PS Business Parks LP - Tempe Office
Quattro Hale LLC
R and N LLC
Radow, Arthur B., MD
Route 37 Associates LLC
RSF LLC
RSMPS the Fountain
Saxony Medical LLC
Seven Dwarfs LLC
Siegel Communications Inc.
Sierra Consulting Group LLC
Spectrum Medical Group PA
Srirengam Muralidhasan, MD LLC
St. Rose Dominican Hospital
Street Retail Inc.
Sun View Holdings Inc.
TBAP Holdings LLC
Thomas Medical Group LLC
Thunderbird Mini Storage Center LP
Thunderbird Ranch Professional Building LLC

Toms River Imaging Associates LP
Transwestern Commercial Services
Two Corners Financial Group Ltd.
Ullman Seps & Stein
UNO Florida LLC
Van Ness Post Center LLC
Virginia Healthcare Center LLC
Walton CWCA Eden Plaza 15 LLC
Western America Commercial
Westwind Holdings LLC
Whitney Medical Center LP
Yaffe, George A.
Yarborough Plaza Development LLLP

SCHEDULE 1(j)

Letters of Credit Beneficiaries

Gelco Corp.
Key Equipment Finance Co.
Southern California Edison Co.
United States Fire Insurance

SCHEDULE 1(k)

Litigation Parties

Aguilar, Gloria
Anger-Morgan, Elizabeth
Annarino, Sandra
Arnold, Dawn
Baptist Health Systems Inc.
Bodek, Darlene
Bowie, Detricia
Bradley, Kenishe
Brown, Michael
Carbajal, Magdalena
Cayuga Medical Center at Ithaca
Combs, Kitrina
Conklin, Lynn
Cosey, Nihla
Curci, April
Demirs, Christina
Escobar, Ruth
Febus, Juan
Foster, Kathryn Ice
Garcia, Sheila
Haley, Patricia
Harold, Kevin
Hesson, Robert
Higgins, Michael
Jones, Bronwen
Langhoff, Denise
Lewis, Mark
Lydon, Frederick
Maples, Sean
Martinez, Janet
Mayorga, Leticia
McSpiritt, Lorraine
Milford, Dorothy
Montejo, Danielle
Montejo, Griffin
Nocerino, Joy
O'Brien, Richard
Palmer, Summer
Phillips, William
Polony, Elizabeth
Radiology Associates of Ithaca PC
Rodriguez, Miguel
Stafford, Lawanda
Stanley, Florence (Williams)
Suafilo, Linda
Surgical Associates of Ithaca PC
Tillie, Leroy
Tomlinson, Doug
Wamser, Nicole
White, Gloria
Wijangco, Karen
Willard, Patricial
Williams, Jeffrey
Young, Kenneth
Young, Paula
Zak, Kimberly

SCHEDULE 1(l)

Professional Services Providers

Aguilar, Gloria
Albana, Jeanette
American Arbitration Assoc.
Anderson Aquino LLP
Archer & Greiner PC
Broad & Cassel
Broadridge
Bullock Fly & Hornsby
Coppersmith Schermer & Brockelman
Cox Law Group PLLC
CT Corporation System
Dallmann, Debra
Davis Wright Tremaine LLP
Decosimo
Drinker Biddle & Reath LLP
Friedman & Stroffe & Gerard PC
Global Compliance Services Inc.
Gray Plant Mooty Mooty & Bennett PA
Image Guided Therapeutics PC
Jackson & Wallace LLP
JP Morgan Chase Bank NA
Kaye Scholer LLP
Knobbe Martens Olson & Bear
Kronos Inc.
Laplante, Stephen
Lauria Tokunaga Gates & Linn LLP
Lawrence, Diane B.
Levine, Deborah, MD
Lewis Brisbois Bisgaard & Smith LLP
Marshall Dennehey Warner Coleman
McAllister Hyberg
Mellette PC
Mukai & Kussin LLP
Murtha Cullina LLP
Nathan Associates Inc.
Parker Hudson Rainer & Dobbs LLP
Parotti, Thomas
Pruetz, Jay D., MD
Renaud Cook Drury Mesaros PA
Rice Medical Center
Rodriguez, Maria
Ross, Michael G., MD, MPH
Smith Sovik Kendrick & Sugnet PC
Snell & Wilmer LLP
St Josephs Hospital (Evansville, IN)
Staffa, Leonard J.
Stephen Danz Client Trust Acct
Taft Stettinius & Hollister LLP
Texas, State of
Thriffiley, Peter S.
Williams Mullen
Your Collection Solution Inc.

SCHEDULE 1(m)

Professionals

BMC Group, Inc.
Jefferies & Co., Inc.
PricewaterhouseCoopers LLP
Zolfo Cooper, LLC

SCHEDULE 1(n)

Secured Lenders

Bank of America, N.A.

SCHEDULE 1(o)

Other Secured Lienholders

Arvizo, Robert
Arvizo, Susan
Dillard, Patricia
Topa Insurance Co.

SCHEDULE 1(p)

Vendors

AA Duckett Inc.
ABG Marketing & Business Communications
Admiral Linen & Uniform Service
Advanced Diagnostic Imaging PC
Advanced Mobility & Shelter Technologies
Advantage Gases & Tools
Aetna
Aetna Life Insurance
Afco
Air Liquide Healthcare America Corp.
Airgas Inc.
Allegiance
American Radiology Associates
Angelica Corp.-Los Angeles
Association of Alexandria Radiologists
AT&T
Banc of America Leasing
Bank of America
Banyan International Corp.
Bass Printing Co.
Bay Pacific Phoenix Center LLC
Benson's Surgical Supply Co.
Bergen Brunswig Medical Corp.
Besse Medical Supply
Bill's General Repair Inc.
Bixby Land Co.
Caligor Medical Supplies
Camelback Imaging Associates
Cardinal Health
Carestream Health Inc.
Carrier Corp.
Catholic Charities Maine
CB Document Solutions
CDW Government Inc.
CDW Government Inc.
Center State Health Services
Central Forest S/C Partners
Charles Schwab Trust Co.
Cleansource
CMC Technology Group
Comdata Network
Comp-Ray Inc.
Cook Medical Inc.
Coverall Inc.
Crum & Forster Insurance
Datasafe
Deerfield Construction Group Inc.
Desert Diagnostic Imaging
DMS Imaging
Drinker Biddle & Reath LLP
Dupont Systems Inc.
Econo-Tennis Management Corp.
Exotica West
Extra Care
Ezlink
Federal Heath Sign Co. LLC
Fleet Repairs
Fort Worth Radiology PLLC
Friloux, Louis, MD
Fusion Sign and Design
GE Capital
GE Fleet Services
Geer Gas Corp.
General Electric Medical Sys
General Electric Medical Systems
General Linen Service
Green Valley Medical Bldg LLC
Guthrie General Inc.
HCCO Hock Construction Co.
Heating & Cooling Technologies Inc.
Hitachi Medical Systems
Holiday Inn Select
Hologic Inc.
Host.Net
Hunter Keystone Peterbilt LP
IBA Molecular North America Inc.
Image First
Image Printing Solutions
Imaging Partners Medical Group
Imagistics International Inc.
Insight
Insite One Inc.
Invivo Corp.
Javed I. Malik MD PC
Jefferson Associates in Radiology

Jerome Construction Inc.
Kieckhafer Schiffer & Co. LLP
La Jolla Radiology Medical Group
Diagnosis
Lambert Radiology Medical Group
Life Insurance Co. of North America
Maine Health
Maine Medical Center
Marsh Risk & Insurance Services
McKesson
McKesson Medical Surgical Inc.
Meddac Construction Inc.
MedNetPartners
Medrad Inc.
Memorial Health Care System
Merge Emed Inc.
MRD Enterprise
Nationwide Recovery Systems
Neudesic
New England Baptist Radiology PC
New Jersey Treasurer, State of
NextGen Healthcare Information Systems
NHD-National Healthcare Distributors Inc.
Northeast Safetyloid
Northern Air Systems Inc.
Nth Generation Computing Inc.
Ocean Medical Imaging Associates
Ocean Medical Imaging Associates
Open Diagnostic Imaging LLC
Outsourcing Solutions Inc.
Parker X-Ray Solution Service
Pennsylvania, Commonwealth of
Penske Truck Leasing
Penske Truck Leasing Co. LP
Perot Systems Corp.
Petnet Solutions Inc.
PG&E
Philips Medical Capital
Philips Medical Systems
Pine Tree Waste Inc.
Pitney Bowes Global Financial Services
Pitney Bowes Inc.
Pomeranz, Stephen, MD
PPG MOB Fund IA LLC
Premier Health LLC
Premier West Builders Inc.
Print Time Inc.
Promex Technologies LLC
PSS Physician Sales & Service Inc.
Pueblo Radiology Medical Group
Pulse Systems Inc
Racscientific Concepts Inc.
Radiation Physics & Engineering Inc. #432
Radiology Associates of Wheeling LLC
Radiology Consultants of North Dallas
Radiology Specialists Ltd.
RH Tinney Inc.
Richardson Imaging Services Inc.
Robinson Brog Leinward
Rouse Tire Sales Inc.
San Gabriel Radiology Medical Group Inc.
Service Tire Truck Centers
Shared Imaging Inc.
Shared Medical Equipment Group LLC
Shimadzu Medical Systems
Shockwave Technical Service LLC
Shred-It Concord
Shred-It Connecticut
Siemens Financial Services Inc.
Siemens Medical Systems Inc.
Sierra Fire & Communications
Solomon, Murray, MD
Solvere Inc.
Southern California Edison
Southwest Neuro-Imaging Ltd.
Specialty Refrigeration
Spectrum Medical Group
St. John’s Cos., The
Staples Advantage
Staples Credit Plan
Statlab Medical Products
Stericycle Inc.
Stericycle Inc.
Sutton, Casey
SVSR Inc.
TD Banknorth Leasing Corp.
Terminix International
Thunderbird Mini Storage
TNCI
Toshiba America Medical System
Triad Freightliner of
Two Corners Financial Group Ltd.

Ullman Seps & Stein Ltd.
United States Fire Insurance Co.
US Mobile Imaging
USC Imaging Assoc.
Valtech Technologies Inc.
Van Ness Post Center LLC
Vanguard Cleaning Systems Inc.
Veritas Radiology Pllc
Verizon
Vision Service Plan
West Coast Cable Inc.
West Physics Consulting LLC
West Rad Medical Group Inc.
Western America Commercial-Country Club
Western Exterminator Co.
Whitney Imaging Center LLC
Whitney Medical Center LP
Wholesale Carrier Services
Windber Medical Center
Xpedite Systems Inc.

SCHEDULE 1(p)

United States Trustee for the Southern District of New York (and Key Staff Members)

Bernstein, Stuart M.
Chapman, Shelley C.
Gasparini, Elisabetta
Gerber, Robert E.
Glenn, Martin
Golden, Susan
Gonzalez,Arthur J.
Gropper, Allan L.
Khodorovsky, Nazar
Lane, Sean H.
Lifland, Burton R.
Masumoto, Brian S.
Morrissey, Richard C.
Nakano, Serene
Peck, James M.
Riffkin, Linda A.
Schwartz, Andrea B.
Schwartzberg, Paul K.
Velez-Rivera, Andy
Zipes, Greg M.

SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
1 Fireman's Fund	Allianz Alternative Assets Holdings GmbH	Closed
Allianz	Allianz Infrastructure Partners GmbH	Closed
Allianz Global Corporate & Specialty	Allianz Risk Transfer, Inc.	Current
	Deeside Investments, Inc.	Current
Aetna Aetna Life Insurance	Aetna Health, Inc.	Closed
AIG	AIG	Closed
Chartis	AIG Global Investment Corp.	Closed
Lexington	AIG Retirement Services, Inc.	Current
Lexington Insurance Co.	American General Finance, Inc.	Former
National Union	Ana Vigon	Current
National Union Fire Insurance	MorEquity Inc.	Current
National Union Fire Insurance Co. of Pittsburgh PA		
American Document Services LLC	Fidelity National Financial Inc.	Closed
AT&T	Ameritech	Current
	Cingular Wireless LLC	Closed
	SBC Communications Inc.	Former

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Banc of America Leasing	Banc of America Capital Investors	Former
Bank of America	Banc of America Securities LLC	Current
Bank of America, N.A.	BancAmerica Capital Investors II, L.P.	Former
	Bank of America	Current
	Bank of America Capital Investors	Current
	Bank of America Corporation	Current
	Bank of America Merrill Lynch	Current
	Bank of America NT & SA	Current
	Bank of America, N.A.	Current
	Fleet Equity Capital	Former
	Justin Dash	Closed
	Merrill Lynch	Current
	Merrill Lynch - Global Principal Investments	Closed
	Merrill Lynch Bank USA	Closed
	Merrill Lynch Japan Securities Co., Ltd.	Closed
Blackstone	Blackstone Mezzanine Partners, L.P.	Current
	Blackstone Real Estate Special Situations Advisors LLC	Closed
	GSO Capital Partners	Current
	Park Hill Group, LLC	Current
	Spectrum Healthcare Resources	Closed
	The Blackstone Group	Current
Carestream Health Inc.	Sitel Worldwide Corporation	Current
Carrier Corp.	Pratt & Whitney Company	Current
	UTC Fire & Security Corporation	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
CDW Government Inc.	CDW Corporation	Current
Stericycle	David F. Mosher	Current
	Madison Dearborn Capital Partners III, L.P.	Current
	Madison Dearborn Capital Partners VI	Current
	Madison Dearborn Partners, Inc.	Current
	Madison Dearborn Special Equity III, LP	Current
	Mark B. Tresnowski	Former
	Patrick C. Eilers	Current
Charles Schwab Trust Co.	Charles Schwab & Co., Inc.	Current
	Charles Schwab Bank	Current
	The Charles Schwab Corporation	Current
Comprehensive Cancer Centers Inc.	Tony Ecock	Current
	WCAS Fund X	Current
	WCAS Fund XI	Current
	WCAS X	Closed
	Welsh, Carson, Anderson & Stowe	Current
	Welsh, Carson, Anderson & Stowe VIII	Current
Correctional Medical Services	Correctional Medical Services	Former
Credit Suisse Asset Management LLC (US)	Credit Suisse	Current
	Credit Suisse First Boston Corporation	Current
	Credit Suisse Group	Closed
	Credit Suisse Group AG	Closed
	Credit Suisse LLC	Current
	Credit Suisse Private Equity Partners Asia, L.P.	Closed
	Credit Suisse Securities (USA) LLC	Current
Deutsche Bank Securities Inc.	Deutsche Bank AG	Current
	Deutsche Bank Securities Inc.	Current
	Deutsche Bank Trust Company Americas	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
GE Capital	Birchwood Power Partners, L.P.	Closed
GE Fleet Services	GE Capital Financial Inc.	Closed
General Electric Healthcare Financial Services	GE Healthcare	Closed
General Electric Medical Sys General Electric Medical Systems	General Electric Company	Current
Hitachi Capital America Corp.	Hitachi America, Ltd.	Current
Hitachi Medical Systems	Hitachi Automotive Products (USA), Inc.	Closed
Hitachi Medical Systems America Inc.	Hitachi Computer Products (America), Inc.	Current
	Hitachi Consulting	Current
	Hitachi Data Systems Corporation	Current
	Hitachi Global Storage Technologies, Inc.	Current
	Hitachi, Ltd.	Current
	Xanavi Informatics Corporation	Closed
Hologic Inc.	Third Wave Technologies, Inc.	Closed
JP Morgan Securities Inc. (US)	Banc One Capital Markets, Inc.	Current
JPMorgan Ventures	Bear Growth Capital Partners, LP	Current
Outsourcing Solutions Inc.	Bear Stearns Merchant Banking	Current
	Bear, Stearns & Co. Inc.	Current
	Chase Bank USA, NA	Closed
	Chase Capital Corporation	Current
	J.P. Morgan Ventures Energy Corporation	Current
	J.P. Morgan, LLC	Current
	JP Morgan Asset Management	Current
	JP Morgan Partners, LLC	Current
	JP Morgan Securities, Inc.	Current
	JPMorgan Chase & Co.	Current
	JPMorgan Chase & Company	Former
	JPMorgan Chase Bank, N.A.	Current
	Theodore Young	Former
	William Wulkan	Current
Lake Wales Medical Center Southside Regional Medical Center	Community Health Systems Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Life Insurance Co. of North America	CIGNA Behavioral Health Inc.	Closed
	CIGNA Corporation	Current
	CIGNA Dental Health Inc.	Closed
	CIGNA Government Services	Current
	CIGNA Health Corporation	Current
	CIGNA Health Corporation	Closed
	CIGNA Healthcare of Florida, Inc.	Current
	CIGNA Healthcare of Georgia	Closed
	CIGNA Healthcare of Indiana, Inc.	Former
	CIGNA Healthcare of New York, Inc.	Current
	CIGNA Healthcare of Texas, Inc.	Current
	CIGNA Healthcare, Inc.	Former
	Connecticut General Corporation	Closed
	Connecticut General Life Insurance Company	Current
Marsh Risk & Insurance Services	Kroll Inc.	Closed
McKesson McKesson Medical Surgical Inc.	McKesson Corporation	Current
Medrad Inc.	Bayer Corporate & Business Services, Inc.	Closed
	Bayer Corporation	Closed
	Bayer Pharmaceuticals, Inc.	Closed
	Bayer, Inc.	Closed
	Schering Berlin, Inc.	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Morgan Stanley & Co.	Crescent Resources, LLC	Closed
	Marianas Holding, LLC	Current
	Mary Meeker	Closed
	Morgan Stanley	Current
	Morgan Stanley & Company, Inc.	Current
	Morgan Stanley AIP Phoenix Global Real Estate Secondaries 2009 LP	Current
	Morgan Stanley Alternative Investments Inc.	Closed
	Morgan Stanley Asset Funding, Inc.	Closed
	Morgan Stanley Capital Partners	Current
	Morgan Stanley Emerging Private Markets Fund LP	Closed
	Morgan Stanley Global Distressed Opportunities Fund LP	Closed
	Morgan Stanley Global Secondary Opportunities Fund	Current
	Morgan Stanley Global Secondary Opportunities Fund I, LP	Closed
	Morgan Stanley Investment Management Inc.	Closed
	Morgan Stanley Investment Management Limited	Current
	Morgan Stanley Japan Limited	Current
	Morgan Stanley Private Markets Fund IV LP	Closed
	MSCI Inc.	Closed
	Sapphire Holdings B.V.	Closed
	Scott Sang Won Hahn	Current
	Steve Trevor	Current
	Various employees of Morgan Stanley	various
North Fulton Medical Center Inc. North Fulton Regional Hospital Tenet Healthcare West Boca Medical Center	Tenet Healthcare Corporation	Current
Orix Capital Markets LLC	Houlihan Lokey Howard & Zukin	Current
	ORIX Real Estate Capital, Inc.	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Perot Systems Corp.	David Johnson	Current
	Perot Systems Corporation	Current
	Perot Systems Revenue Cycle Solutions, Inc.	Current
Petnet Solutions Inc.	Dade Behring, Inc.	Current
Siemens Financial Services Inc.	Osram Middle East FZE	Current
Siemens Medical Systems Inc.	Osram Sylvania Inc. / Osram Sylvania Products	Current
	Siemens AG	Current
	Siemens AG Oesterreich	Current
	Siemens Audiologische Technik GmbH	Closed
	Siemens Building Technologies, Inc.	Current
	Siemens Canada Limited	Current
	Siemens Communications Inc.	Current
	Siemens Corporation	Current
	Siemens Corporation USA	Current
	Siemens Energy & Automation, Inc., Postal Automation Division	Closed
	Siemens Energy & Automation/Postal Division	Closed
	Siemens Financial Services	Closed
	Siemens Hearing Instruments, Inc.	Closed
	Siemens Medical Solutions USA, Inc.	Current
	Siemens Oil and Gas Offshore AS	Closed
	Siemens Power Generation, Inc.	Closed
	Siemens Power Transmission and Distribution, LLC	Current
	Siemens PSE (PSC) Techlabs	Current
	Siemens S.A.A. of France	Current
	Siemens S.A.S. France	Current
	Siemens Sanayi ve Ticaret A.S. of Turkey	Current
	Siemens Shared Services	Current
	Siemens Transportation Systems Corp.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Siemens Transportation Systems GmbH & Co KG	Current
	Siemens Water Technologies	Closed
	VA Tech	Current
	VA Tech American Corporation	Current
	VA Tech Elin EBG	Current
	VA Tech Elin USA Corporation	Current
	VA Tech Hydro AG	Current
	VA Technologie	Current
	Valeo Sylvania, LLC	Current
	Voest-Alpine Services & Technology Corp.	Current
PricewaterhouseCoopers LLP	PricewaterhouseCoopers	Current
	PricewaterhouseCoopers LLP Ontario	Current
	Talluri Srinivas	Current
Robeco USA Inc.	Rabobank Nederland	Former
Smith Barney Inc.	Citi Alternative Investments	Former
	Citibank F.S.B.	Closed
	Citicorp Mezzanine III, L.P.	Current
	Citicorp Mezzanine Partners, L.P.	Closed
	Citigroup Global Markets Inc.	Current
	Citigroup Global Markets Realty Corp.	Current
Southern California Edison	Southern California Edison Company	Current
TD Banknorth Leasing Corp.	Toronto Dominion Capital	Current
Terminix International	American Home Shield	Current
	American Home Shield of California, Inc.	Closed
	Merry Maids, LP	Closed
	ServiceMaster Brands, LLC	Closed
	The ServiceMaster Company	Closed
	rminix International.	Former
	TruGreen Landcar LLC	sed
	TruGreen Liartnership	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
UBS Securities	Joseph F. Scoby	Current
	Max Peckler	Current
	UBS (Bahamas) Ltd.	Current
	UBS AG	Current
	UBS Financial Services Incorporated of Puerto Rico	Closed
	UBS Financial Services, Inc.	Current
	UBS Global Asset Management Inc.	Closed
	UBS Investment Bank	Closed
	UBS Securities LLC	Current
	UBS Warburg	Current
US Bank NA	U.S. Bank National Association	Current
Verizon	Alltel Communications of Michigan RSAs, Inc.	Current
	Alltel Communications, LLC	Current
	Cellco Partnership	Current
	Empire City Subway Company	Current
	MCI Communications Services, Inc.	Current
	Telesector Resources Group, Inc.	Closed
	Verizon Business	Current
	Verizon Business Global, LLC	Closed
	Verizon Communications Inc.	Current
	Verizon Data Services LLC	Closed
	Verizon Federal Inc.	Closed
	Verizon New Jersey, Inc.	Closed
	Verizon New York, Inc.	Current
	Verizon NY Inc.	Closed
	Verizon Wireless	Current
	Verizon Wireless Telecom, Inc.	Closed
Vision Service Plan	Vision Service Plan, Inc.	Closed