PLAN AND AGREEMENT OF MERGER
OF
THE SOCIETY OF URORADIOLOGY, INC.
INTO
THE SOCIETY OF ABDOMINAL RADIOLOGY
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1</td>
<td>PURPOSES OF MERGER</td>
<td>1</td>
</tr>
<tr>
<td>Section 1.1</td>
<td>Charitable Purposes</td>
<td>1</td>
</tr>
<tr>
<td>Section 1.2</td>
<td>Efficiency Purposes</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>TERMS OF MERGER</td>
<td>1</td>
</tr>
<tr>
<td>Section 2.1</td>
<td>Parties to the Merger</td>
<td>1</td>
</tr>
<tr>
<td>Section 2.2</td>
<td>Effect of Merger</td>
<td>3</td>
</tr>
<tr>
<td>Section 2.3</td>
<td>Corporate Acts</td>
<td>3</td>
</tr>
<tr>
<td>Section 2.4</td>
<td>Effective Date</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>ARTICLES OF INCORPORATION AND BYLAWS</td>
<td>4</td>
</tr>
<tr>
<td>Section 3.1</td>
<td>Articles of Incorporation</td>
<td>4</td>
</tr>
<tr>
<td>Section 3.2</td>
<td>Bylaws</td>
<td>4</td>
</tr>
<tr>
<td>Section 3.3</td>
<td>Board Matters</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>CLOSING</td>
<td>4</td>
</tr>
<tr>
<td>Section 4.1</td>
<td>Closing</td>
<td>4</td>
</tr>
<tr>
<td>Section 4.2</td>
<td>Certificate of Merger</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>REPRESENTATIONS AND WARRANTIES OF SAR</td>
<td>5</td>
</tr>
<tr>
<td>Section 5.1</td>
<td>Authority to Enter Into Agreement; Enforceability</td>
<td>5</td>
</tr>
<tr>
<td>Section 5.2</td>
<td>Organization and Standing</td>
<td>5</td>
</tr>
<tr>
<td>Section 5.3</td>
<td>Tax Exempt Status</td>
<td>5</td>
</tr>
<tr>
<td>Section 5.4</td>
<td>Independent Investigation</td>
<td>5</td>
</tr>
<tr>
<td>Section 5.5</td>
<td>Service of Process</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>REPRESENTATIONS AND WARRANTIES OF SUR</td>
<td>6</td>
</tr>
<tr>
<td>Section 6.1</td>
<td>Authority to Enter Into Agreement; Enforceability</td>
<td>6</td>
</tr>
<tr>
<td>Section 6.2</td>
<td>Organization and Standing</td>
<td>6</td>
</tr>
<tr>
<td>Section 6.3</td>
<td>Independent Investigation</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>CONDITIONS TO THE OBLIGATIONS OF SAR</td>
<td>6</td>
</tr>
<tr>
<td>Section 7.1</td>
<td>Representations and Warranties to be True and Correct</td>
<td>6</td>
</tr>
<tr>
<td>Section 7.2</td>
<td>Approvals</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>CONDITIONS TO THE OBLIGATIONS OF SUR</td>
<td>7</td>
</tr>
<tr>
<td>Section 8.1</td>
<td>Representations and Warranties to be True and Correct</td>
<td>7</td>
</tr>
<tr>
<td>Section 8.2</td>
<td>Approvals</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>TERMINATION</td>
<td>7</td>
</tr>
<tr>
<td>Section 9.1</td>
<td>Termination</td>
<td>7</td>
</tr>
<tr>
<td>Section 9.2</td>
<td>Approval by Board of Directors</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>MISCELLANEOUS</td>
<td>7</td>
</tr>
<tr>
<td>Section 10.1</td>
<td>Amendments</td>
<td>7</td>
</tr>
<tr>
<td>Section 10.2</td>
<td>Waiver</td>
<td>7</td>
</tr>
<tr>
<td>Section 10.3</td>
<td>Notices</td>
<td>7</td>
</tr>
<tr>
<td>Section 10.4</td>
<td>Counterparts</td>
<td>8</td>
</tr>
<tr>
<td>Section 10.5</td>
<td>Enforceability and Severability</td>
<td>8</td>
</tr>
<tr>
<td>Section 10.6</td>
<td>Governing Law</td>
<td>8</td>
</tr>
<tr>
<td>Section 10.7</td>
<td>Section Titles</td>
<td>8</td>
</tr>
<tr>
<td>Section 10.8</td>
<td>Assignment</td>
<td>8</td>
</tr>
<tr>
<td>Section 10.9</td>
<td>Parties in Interest</td>
<td>9</td>
</tr>
<tr>
<td>Section 10.10</td>
<td>Entire Agreement</td>
<td>9</td>
</tr>
<tr>
<td>Section 10.11</td>
<td>Director and Officer Liability</td>
<td>9</td>
</tr>
</tbody>
</table>
PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is dated effective the __________________ and is entered into by and between The Society of Abdominal Radiology, an Illinois non-profit corporation (“SAR”), and The Society of Uroradiology, Inc. a New York non-profit corporation (“SUR,” together with SAR, the “Parties”).

RECITALS:

WHEREAS, SAR recently amended its Certificate of Formation to change its name from the Society of Gastrointestinal Radiologists to the Society of Abdominal Radiology;

WHEREAS, SAR is recognized as exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States internal revenue law, the “Code”);

WHEREAS, SUR is recognized as exempt from federal income taxation under section 501(c)(3) of the Code;

WHEREAS, based upon economic and medical trends, and evaluation of options to better serve their members in light of these trends, SAR and SUR believe that the merger of SUR into SAR, with SAR as the surviving corporation, will better serve the members of each organization;

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the Parties hereto agree as follows:

ARTICLE 1
PURPOSES OF MERGER

Section 1.1 Charitable Purposes. The merger will enhance the Parties’ ability to fulfill their charitable missions by expanding access to information about abdominal radiology research and education and health care services relating to abdominal radiology.

Section 1.2 Efficiency Purposes. The merger will enable SUR and SAR to avoid unnecessary and duplicative investments to improve abdominal radiology educational materials that can be provided to the members, deploy existing resources more efficiently, avoid unnecessary duplication of resources, and establish arrangements with business partners that work cooperatively with the Parties to accomplish their charitable purposes and to act in a manner that continues the charitable mission of the Parties.

ARTICLE 2
TERMS OF MERGER

Section 2.1 Parties to the Merger. Those Members of SAR and SUR, having been provided with notice of the intent to merge the organizations, voted in favor of the merger during
the annual meeting of each organization held March 25, 2012. Accordingly, SAR and SUR hereby adopt this Agreement as their Plan of Merger pursuant to Chapter 805 Section 120 of the Illinois Code (the “IBOC”) and Article 9 of the New York Code. Each party to the merger is more specifically set forth below.

2.1.1 SUR is a membership corporation with authority over its business, affairs and operations vested in its Board of Directors. There are currently six different types of members as set forth below:

2.1.1.1 Fellows: A Fellow is a member who has made a significant contribution to genitourinary diagnosis; is engaged in the practice, teaching or research of genitourinary tract imaging; has been an active member for at least two years before becoming a Fellow; has a continued interest in urinary tract diagnosis; and devotes a significant portion of time and effort to the study of the normal and abnormal genitourinary system. Fellow status can be bestowed upon physicians practicing radiology, ultrasonography, nuclear medicine, urology, nephrology, pathology and other individuals whose qualifications are deemed acceptable to the Membership Committee. Fellows hold the right to vote on those items presented to the members.

2.1.1.2 Active Members: An Active Member is one who has expressed interest in genitourinary tract imaging; is engaged in the practice, teaching, or research of genitourinary tract imaging; and devotes a consistent portion of time to these efforts. The Active Membership shall include physicians practicing radiology, ultrasonography, nuclear medicine, urology, nephrology, pathology and other individuals whose qualifications are deemed acceptable to the Membership committee. Active Members hold the right to vote on those items presented to the members.

2.1.1.3 International Members: An International Members is a member who is unable to participate actively in the organization because of geographic or other limitations. An International Member must meet the same requirements of an Active Member but will not have any voting rights.

2.1.1.4 Emeritus Members: An Emeritus Member can be designated from the Active Membership or from Fellow status and is an individual, who because of age or disability, has retired from active practice. Emeritus members have the rights of the Fellow or Active group from which they retired, with the exception of the right to hold office.

2.1.1.5 Honorary Members: Honorary Members include those individuals who have made outstanding contributions to Uroradiology. Any Active Member may nominate and two thirds of the attending voting members at a business meeting may elect as Honorary Members those persons extremely well qualified to be honored by the organization. Honorary Members shall receive a certificate of honorary membership and shall have all the rights of Active Members except the right to vote and hold office.

2.1.1.6 Members in Training: Members in Training provides residents and fellows in training who have an interest in Uroradiology the opportunity to participate in the organizations activities and have not voting rights.
2.1.2 SAR is a membership corporation with authority over its business, affairs and operations vested in its Board of Directors. There are currently three different types of members as set forth below:

2.1.2.1 Active Members: Active Members include individuals who are physicians engaged in the practice teaching, or research of gastrointestinal and abdominal radiology in the United States or Canada and who have contributed to the advancement of the field. Active members are Diplomats of the American Board of Radiology or have equivalent qualifications. Active members have the right to vote on those matters presented to the members.

2.1.2.2 Emeritus Members: At the written request of a member to the Secretary/Treasurer, and with the approval of the Board of Directors of the organization, a member no longer in the active practice of medicine may be denoted as Emeritus. Emeritus members shall have the privileges of Active membership except they shall not have the right to vote.

2.1.2.3 International Members: Individuals otherwise eligible for Active membership, but working or residing outside of the United States or Canada, may be elected International members. International members shall have the right to vote.

Section 2.2 Effect of Merger. Upon the Effective Date, as defined below, SUR shall merge into SAR, with SAR being the surviving corporation, and the separate corporate existence of SUR shall cease (the “Merger”). The Parties to the Merger shall be a single corporation, which shall be SAR, the corporation designated herein as the “Surviving Corporation.” All rights, privileges, immunities, powers, franchises and authority; all property, real and personal, tangible and intangible, of every kind and description; and all obligations and liabilities of SUR shall be taken by and deemed transferred to and vested in the Surviving Corporation by operation of law without further act or deed and without reversion or impairment. SAR shall continue its corporate existence as a non-profit corporation to be governed by the laws of the State of Illinois. The Surviving Corporation shall adopt the Bylaws attached hereto which provide for six types of members. The current members of SUR and SAR shall become one of the six types of members of the Surviving Corporation that closely resembles the member’s current status. Current voting members will continue to be voting members as provided in the Bylaws and shall have the same rights in the Surviving Corporation as currently held.

Section 2.3 Corporate Acts. All corporate acts, plans, policies, contracts, approvals and authorizations of SAR and SUR and their respective Board of Directors, committees elected, authorized or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approval and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to each Party to the Merger. The officers of the Surviving Corporation shall be those listed on Exhibit A. Such officers shall continue to serve in accordance with the Bylaws of the Surviving Corporation until their respective successors have been duly elected and qualified.
Section 2.4 Effective Date. Pursuant to Chapter 805 Section 120 of the IBOC and Article 9 of the New York Code, the Merger shall take effect (the “Effective Date”) upon the acceptance of the filing of the Agreement of Merger with the Illinois Secretary of State and the New York Department of State.

ARTICLE 3
ARTICLES OF INCORPORATION AND BYLAWS

Section 3.1 Articles of Incorporation. The Articles of Incorporation of SAR as existing and constituted immediately prior to the Effective Date shall, upon the Merger’s becoming effective, be and constitute the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law.

Section 3.2 Bylaws. The Bylaws of SAR as existing and constituted immediately prior to the Effective Date of the Merger shall, upon the Merger’s becoming effective, be revised as further set forth in Exhibit B.

Section 3.3 Board Matters. In connection with the merger, the officers and Board of Directors shall consist of those individuals further listed in Exhibit A. From and after the Effective Date, SAR shall indemnify and hold harmless each individual who at the Effective Date is, or at any time prior to the Effective Date was, a director or officer of SUR (each, an “Indemnitee” and, collectively, the “Indemnitees”) with respect to all claims, liabilities, losses, damages, judgments, fines, penalties, costs (including amounts paid in settlement or compromise) and expenses (including fees and expenses of legal counsel) in connection with any claim, suit, action, proceeding or investigation (whether civil, criminal, administrative or investigative), whenever asserted, based on or arising out of, in whole or in part, (A) the fact that an Indemnitee was a director or officer of SUR or (B) acts or omissions by an Indemnitee in the Indemnitee’s capacity as a director, officer, employee or agent of SUR or taken at the request of SUR, in each case under (A) or (B), at, or at any time prior to, the Effective Date (including any claim, suit, action, proceeding or investigation relating in whole or in part to the Merger), to the fullest extent permitted under applicable law. In addition, from and after the Effective Date, SAR shall pay any expenses (including fees and expenses of legal counsel) of any Indemnitee under this Section 3.3 (including in connection with enforcing the indemnity and other obligations referred to in this Section 3.3) as incurred to the fullest extent permitted under applicable law, provided that the person to whom expenses are advanced provides an undertaking to repay such advances to the extent required by applicable law.

ARTICLE 4
CLOSING

Section 4.1 Closing. Unless this Agreement shall have been terminated pursuant to Article 13, and subject to the satisfaction of the conditions set forth in Article 12, the closing of the transactions contemplated by this Agreement (the “Closing”) shall take place on __________ or any other date the Parties mutually agree upon (the “Closing Date”).
Section 4.2 Certificate of Merger. As promptly as practicable, on or after Closing, the Parties shall cause the Merger to be consummated by filing all required information with the Secretary of State of Illinois and New York.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SAR

SAR represents and warrants to SUR that the following statements are true and correct as of the execution date of this Agreement:

Section 5.1 Authority to Enter Into Agreement; Enforceability. SAR has full corporate power and authority to enter into and to carry out the terms and provisions of this Agreement and the transactions contemplated hereby, without obtaining the approval or consent of any other party; and the directors and officers of SAR, have been duly and properly elected and appointed; and all required corporate proceedings have been taken and all required corporate authorizations have been obtained by SAR that are necessary to authorize the execution, delivery, and performance of this Agreement.

Section 5.2 Organization and Standing. SAR is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois. SAR does not have any outstanding certificates evidencing capital contributions or subventions.

Section 5.3 Tax Exempt Status. SAR is exempt from federal income tax pursuant to section 501(c)(3) of the Code and is not a private foundation as defined in section 509(a) of the Code. SAR is not aware of any proceedings, pending or threatened, or of any existing circumstances, which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned exemption from taxation held by it. SAR has not (i) engaged in any excess benefit transactions within the meaning of section 4958 of the Code; (ii) conducted any prohibited political campaign activity; (iii) violated section 501(c)(3)’s prohibition against private inurement; or (iv) bestowed an impermissible private benefit within the meaning of Treasury regulation section 1.501(c)(3)-1.

Section 5.4 Independent Investigation. SAR has had an opportunity to examine all of the records and property of SUR. SAR acknowledges that it has conducted to its satisfaction, its own independent investigation of SUR and, in making the determination to proceed with this Merger, SAR has relied on the results of its own independent investigation. As of the date hereof, SAR is not aware of any facts, events, or circumstances that would cause any of the representations and warranties of SUR set forth in Article 6 hereof to be untrue or incorrect in any respect.

Section 5.5 Service of Process. SAR agrees that it may be served with process in the State of New York for any action or special proceeding for the enforcement of any liability or obligation of SAR or SUR incurred prior to the merger and that SAR may be sued in the State of New York with respect to any property transferred or conveyed to it by SUR as provided in
paragraph (c) of Section 907 of the N-PCL (approval by the Supreme Court), or the use made of such property, or any transaction in connection therewith.

**ARTICLE 6**
**REPRESENTATIONS AND WARRANTIES OF SUR**

SUR represents and warrants to SAR that the following statements are true and correct as of the execution date of this Agreement:

**Section 6.1 Authority to Enter Into Agreement; Enforceability.** SUR has full corporate power and authority to enter into and to carry out the terms and provisions of this Agreement and the transactions contemplated hereby and all required corporate proceedings have been taken and all required corporate authorizations have been obtained by SUR that are necessary to authorize the execution, delivery, and performance of this Agreement.

**Section 6.2 Organization and Standing.** SUR is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York. SUR does not have any outstanding certificates evidencing capital contributions or subventions.

**Section 6.3 Tax Exempt Status** SUR is exempt from federal income tax pursuant to section 501(c)(3) of the Code and is not a private foundation as defined in section 509(a) of the Code. SUR is not aware of any proceedings, pending or threatened, or of any existing circumstances, which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned exemption from taxation held by it. SUR has not (i) engaged in any excess benefit transactions within the meaning of section 4958 of the Code; (ii) conducted any prohibited political campaign activity; (iii) violated section 501(c)(3)’s prohibition against private inurement; or (iv) bestowed an impermissible private benefit within the meaning of Treasury regulation section 1.501(c)(3)-1.

**Section 6.4 Independent Investigation.** SUR has had an opportunity to examine all of the records and property of SAR. SUR acknowledges that it has conducted to its satisfaction, its own independent investigation of SAR and, in making the determination to proceed with this Merger, SUR has relied on the results of its own independent investigation. As of the date hereof, SUR is not aware of any facts, events, or circumstances that would cause any of the representations and warranties of SAR set forth in Article 5 hereof to be untrue or incorrect in any respect.

**ARTICLE 7**
**CONDITIONS TO THE OBLIGATIONS OF SAR**

The obligations of SAR to consummate this Agreement and any other transaction contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions and only the following conditions:

**Section 7.1 Representations and Warranties to be True and Correct.** The representations and warranties made by SUR contained in Article 6 shall be true, complete and correct in all material respects on and as of the Closing Date.
Section 7.2 Approvals. All necessary corporate approvals for the transactions contemplated by the Agreement shall have been obtained, including, but not limited to, approval of the Board of Directors of SUR.

ARTICLE 8
CONDITIONS TO THE OBLIGATIONS OF SUR

The obligations of SUR to consummate this Agreement and any other transaction contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions and only the following conditions:

Section 8.1 Representations and Warranties to be True and Correct. The representations and warranties made by SAR contained in Article 5 shall be true, complete and correct in all material respects on and as of the Closing Date.

Section 8.2 Approvals. All necessary corporate approvals for the transactions contemplated by this Agreement shall have been obtained including, but not limited to approval of the Board of Directors of SAR.

ARTICLE 9
TERMINATION

Section 9.1 Termination. This Agreement may be terminated by the mutual consent of the Parties prior to Closing, or by one Party by notice to the other Party prior to Closing.

Section 9.2 Approval by Board of Directors. Any termination pursuant to Section 9.1 above shall first be approved by the Board of Directors of the Party seeking termination, to the extent that such approval is required for such action.

ARTICLE 10
MISCELLANEOUS

Section 10.1 Amendments. This Agreement may not be amended or modified without the written consent of all Parties hereto.

Section 10.2 Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

Section 10.3 Notices. All notices, payments, or other communications required or permitted hereunder shall be in writing and delivered by personal delivery, mail, electronic mail, overnight courier or telecopier and shall be deemed to have been duly given, if by personal delivery, when received; if by mail, when mailed by registered or certified mail, postage prepaid, and return receipt requested; or if by overnight courier or telecopier, when delivered to such courier or sent by telecopier (provided that the Party giving the notice has confirmation of such
delivery or sending), and addressed as follows (or at such other addresses as designated by the
Parties from time to time):

10.3.1 If to SAR:
   C/O Mr. Harvey Tiras
   4550 Post Oak Place, #342
   Houston, TX  77027
   With a Copy to:
   Stephen Cooney
   1300 Post Oak Blvd., Suite 2000
   Houston, Texas 77056

10.3.2 If to SUR:
   C/O Mr. Harvey Tiras
   4550 Post Oak Place, #342
   Houston, TX  77027
   With a Copy to:
   Stephen Cooney
   1300 Post Oak Blvd., Suite 2000
   Houston, Texas 77056

Section 10.4 Counterparts. This Agreement may be executed in any number of
counterparts, each of which shall be deemed an original, but all of which together shall constitute
one and the same instrument. The Parties hereto agree that delivery of an executed counterpart of
a signature page to this Agreement by facsimile (or electronic transmission) shall be effective as
delivery of an original executed counterpart of this Agreement.

Section 10.5 Enforceability and Severability. In the event any provision of this
Agreement or portion thereof is found to be wholly or partially invalid, illegal, or unenforceable
in any proceeding, then such provision shall be deemed to be modified or restricted to the extent
and in the manner necessary to render the same valid and enforceable, or shall be deemed
excised from this Agreement, as the case may require, and this Agreement shall be construed
and enforced to the maximum extent permitted by law as if such provision had been originally
incorporated herein as so modified or restricted or as if such provision had not been originally
incorporated herein, as the case may be.

Section 10.6 Governing Law. This Agreement shall be construed in accordance with
the laws of the State of Illinois.

Section 10.7 Section Titles. The titles of the sections have been inserted as a matter of
convenience and reference only and shall not control or affect the meaning or construction of this
Agreement.

Section 10.8 Assignment. This Agreement shall not be assigned or delegated by any
Party without the prior written consent of the other Party.
Section 10.9 Parties in Interest. All representations, covenants, and agreements contained in this Agreement by or on behalf of any of the Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto whether so expressed or not.

Section 10.10 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the sole and entire agreement and understanding of the Parties with respect to the subject matter hereof. All Recitals and Exhibits hereto are incorporated herein by reference.

Section 10.11 Director and Officer Liability. Except in the case of fraud or knowing misrepresentation, no director or officer of SAR or SUR shall be personally liable for breach of any representation, warranty or covenant by SAR and SUR.
IN WITNESS WHEREOF, the Parties have executed this Plan and Agreement of Merger to be effective as of the date first written above.

THE SOCIETY OF ABDOMINAL RADIOLOGY

By:______________________________
Name:____________________________
Title:____________________________

THE SOCIETY OF UROADIOLOGY, INC.

By:______________________________
Name:____________________________
Title:____________________________
EXHIBIT A
OFFICERS & DIRECTORS

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EXHIBIT B
BYLAWS