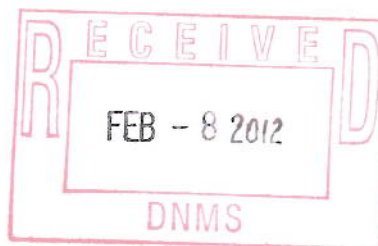




2101 North University Drive
Fargo, ND 58102
Phone: 701.237.9073
Toll Free: 800.437.4628
Fax: 800.848.0990
www.DMSHealthTechnologies.com



February 7, 2012

Jason M. Razo, Health Physicist
Nuclear Materials Safety Branch -A
U.S. Nuclear Regulatory Commission
Region IV
1600 E. Lamar Blvd.
Arlington, Texas 76011-4511

Re: Radioactive Material License, Notice of Pending Stock Sale
Docket: 030-36404
License: 40-32477-01

Dear Mr. Razo:

DMS Health Technologies, ("DMS") holds the above-referenced radioactive material license.

I recently contacted your office to verify what DMS should do in the event DMS' parent company wanted to sell its stock ownership of DMS to another entity. You indicated DMS should provide your office written notice of the pending sale using a prescribed NRC format. I have attached the required documentation to this letter.

As I have noted on the attached form, DMS' parent company, Varistar Corporation, is proposing to sell 100% of its stock ownership in DMS to Project Rendezvous Acquisition Corporation ("PRAC"), a Delaware Corporation. DMS and PRAC signed a stock purchase agreement on February 6, 2012 with the goal of completing the transaction by February 29, 2012. DMS wishes to notify and/or amend License #40-32477-01 to reflect such change.

DMS would appreciate anything your office can do to expedite its review of this matter. We believe expedited approval is appropriate in view that the stock sale will have no effect on DMS operations or personnel relevant to its radioactive materials license. If you have any questions please do not hesitate to contact me at 605-366-1293. Thank you.

Sincerely,

Michelle White, RSO
Michelle White
Radiation Safety Officer
DMS Health Technologies

cc: Eva M. Kalawski, Vice President & Secretary of Project Rendezvous Acquisition Corporation
cc: Paul Wilson, CEO, DMS Health Technologies
cc: Cary Stephenson, Associate General Counsel, Otter Tail Corporation

h 576926

Docket: 030-36404

License: 40-32477-01

- 1. Provide a complete description of the transaction (i.e., transfer of stocks or assets, or merger). Indicate whether the name has changed and include the new name. Include the name and telephone number of a licensee contact who NRC may contact if more information is needed.**

A. Description of the transaction:

DMS Health Technologies, ("DMS") is the holder of the above-referenced NRC radioactive material license. Varistar Corporation, a Minnesota company, owns all of the stock of DMS. Varistar Corporation is proposing to sell 100% of its stock ownership in DMS to Project Rendezvous Acquisition Corporation ("PRAC"), a Delaware Corporation. PRAC's official address is 360 North Crescent Drive, South Building, Beverly Hills, California 90210.

DMS and PRAC signed a purchase agreement on February 6, 2012 with the goal of completing the sale no later than February 21, 2012. The following applies to the activities governed by DMS' radioactive material license:

- There will be no change in DMS' corporate structure, name, or status.
- Nothing on the face of DMS' current RAM license will change.
- None of the assets, business or operations of DMS itself will change in the transaction.
- No changes in personnel or duties are planned or expected.
- No changes in the organization, location, facilities, equipment, or procedures are planned or expected.
- No change in the surveillance program is planned or expected.
- No facilities will be decommissioned and all records concerning each facility will remain with DMS as applicable.
- As the party acquiring 100% of the stock of DMS, PRAC will assume the same level of responsibility for the RAM license(s) as was held by Varistar Corporation.

Contact information for PRAC is as follows:

Project Rendezvous Acquisition Corporation
Attn: Eva M. Kalawski
360 North Crescent Drive
South Building
Beverly Hills, California 90210
Facsimile: 310-712-1863
Telephone: 310-712-1850

The point of contact for the license holder DMS will not change.

B. ☒ No name change

☐ New name of licensed organization: _____

C. ☒ No change in contact

☐ New contact: _____

☐ New telephone number: _____

2. **Describe any changes in personnel or duties that relate to the licensed program. Include training and experience for new personnel.**

A. ☒ No changes in personnel having control over licensed activities.

☐ Changes in personnel having control over licensed activities (e.g. officers of a corporation):

B. ☒ No changes in personnel named in the license.

☐ Changes in personnel named in the license (e.g. RSO, AUs) - including training, experience and responsibilities:

3. **Describe, in detail, any changes in the organization, location, facilities, equipment or procedures that relate to the licensed program.**

☐ Organization:

☐ Equipment:

☐ Location:

☐ Procedures:

☐ Facility:

☒ Not applicable (No changes)

4. **Describe the status of the surveillance program (i.e., surveys, wipe tests, quality control) at the present time and the expected status at the time that control is to be transferred.**

A. Description of the status of all surveillance program

All required surveillance has been performed and documented.

B. Surveillance Items & Records: calibrations, leak tests, surveys, inventories, and accountability requirements will be current at the time of transfer

☒ Yes ☐ No (explain)

5. **Confirm that all records concerning the safe and effective decommissioning of the facility will be transferred to the transferee or to NRC, as appropriate. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity.**

Records transferred to:

☒ Not applicable (DMS will remain the licensee)

6. Confirm that the transferee will abide by all constraints, conditions, requirements and commitments of the transferor or that the transferee will submit a complete description of the proposed licensed program.

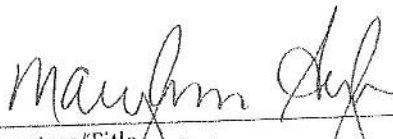
☐ Description of proposed licensed program attached

OR

Project Rendezvous Acquisition Corporation will abide by all constraints, conditions,
(transferee)

requirements and commitments of Varistar Corporation.

(transferor)


Signature/Title
Transferee
PRESIDENT
MARY ANN SIGLER

2-7-12
date


Cary R. Stephenson, Assistant Secretary
Transferor

2-7-12
Date

OR

☐ Not applicable (name change only)

Certifying Officer - Signature

Date

Certifying Officer - Typed name and title

BETWEEN:

Accounts Receivable/Payable
and
Regional Licensing Branches

[FOR ARPB USE]
INFORMATION FROM LTS

Program Code: 02220
Status Code: Pending Amendment
Fee Category: 7C
Exp Date:
Fee Comments:
Decom Fin Assur Req: N

License Fee Worksheet - License Fee Transmittal

A. REGION

1. APPLICATION ATTACHED

Applicant/Licensee: DMS HEALTH TECHNOLOGIES
Received Date: 02/08/2012
Docket Number: 3036404
Mail Control Number: 576926
License Number: 40-32477-01
Action Type: Amendment

2. FEE ATTACHED

Amount: _____

Check No.: _____

3. COMMENTS

Signed: _____

Date: _____

Colleen Murnahan

2-13-2016

B. LICENSE FEE MANAGEMENT BRANCH (Check when milestone 03 is entered / /)

1. Fee Category and Amount: _____

2. Correct Fee Paid. Application may be processed for:

Amendment: _____

Renewal: _____

License: _____

3. OTHER _____

Signed: _____

Date: _____

From: (605) 330-9060
Michelle White
DMS IMAGING
109 SOUTH PETRO AVENUE
SIOUX FALLS, SD 57107

Origin ID: FSDA



J0210111210025

SHIP TO: (605) 366-1293

BILL SENDER

Jason Razo
U.S. Nuclear Regulatory Commission
1600 E LAMAR BLVD

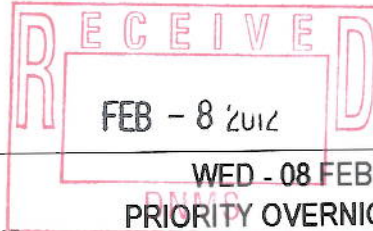
ARLINGTON, TX 76011

Ship Date: 07FEB12
ActWgt: 0.2 LB
CAD: 5867540/INET3250

Delivery Address Bar Code



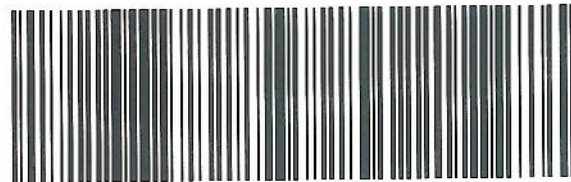
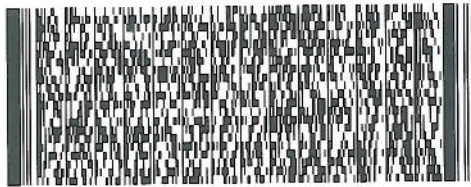
Ref #
Invoice #
PO #
Dept #



TRK# 7932 0128 5345
0201

XH FWHA

76011
TX-US
DFW



512011A#5867540

After printing this label

1. Use the "Print" button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; see current FedEx Service Guide.