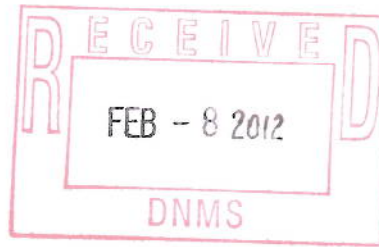




2101 North University Drive
Fargo, ND 58107
Phone: 701.237.9073
Toll Free: 800.437.4628
Fax: 800.848.0990
www.DMSHealthTechnologies.com



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: Colleen Murnahan
Date: 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



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

Delivery Address Bar Code



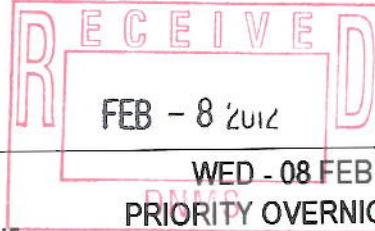
SHIP TO: (605) 366-1293

BILL SENDER

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

ARLINGTON, TX 76011

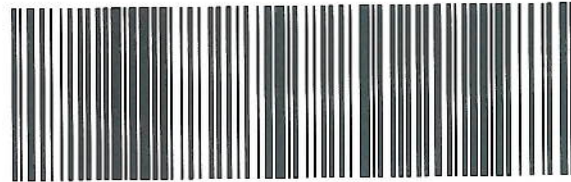
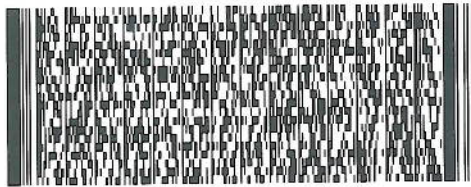
Ref #
Invoice #
PO #
Dept #



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576926

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