

May 25, 2007

Materials Licensing Branch Chief  
US Nuclear Regulatory Commission  
Region III  
2443 Warrenville Road, Suite 210  
Lisle, IL 60532

RE: Radioactive Materials License 13-26246-01MD

Dear Sir or Madam:

We submit this letter in our desire to meet any notification requirements of 10 CFR 30.34(b) relative to our planned acquisition of Radiopharmacy, Inc. ("Radiopharmacy") located at 1409 East Virginia Street, Evansville, Indiana 47711 holding the referenced USNRC Radioactive Materials License. The acquisition is targeted to close June 15, 2007. In the unlikely event that the parties terminate negotiations and the transaction will not close, we will immediately notify you that the transfer of the Radioactive Materials License is not necessary.

Pursuant to the terms of a Contribution and Investment Agreement, the assets and business of Radiopharmacy will be acquired by RPI Pharmacy Services Holding, LLC, a Wisconsin limited liability company ("RPI"). Please find on the attached sheet our answers to the 15 items to be addressed listed in Appendix F of NUREG-1556, Vol.13.

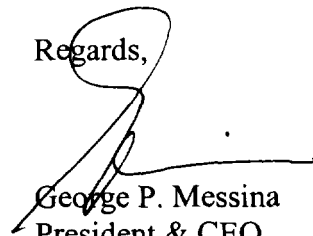
Under the Contribution and Investment Agreement, control of the licensed material and activity will be transferred from Radiopharmacy to RPI, such transfer to occur on the closing of the acquisition. Radiopharmacy has indicated that there are presently no open inspection items, although RPI understands it may be responsible for any enforcement actions after the closing date (subject to any rights RPI may have against Radiopharmacy).

I do request all correspondence relative to the referenced license continue to be directed to Timothy Quinton, R.Ph. at the address you currently have on file for him. Prior to the transfer of the license to RPI, please also send a copy of all correspondence to George Messina at NorthStar Nuclear Medicine, One Parker Place, Suite 710, Janesville, WI 53545 and a copy to Dr. James Harvey, NorthStar Nuclear Medicine Chief Science Officer, at 3152 Treesdale Court, Naperville, IL 60564.

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We stand ready to work with you in any manner necessary to facilitate your review of our submission. Please feel free to contact either of us directly or Dr. James Harvey (630-251-4588) as you need.

Regards,



George P. Messina  
President & CEO  
NorthStar Nuclear Medicine, LLC  
(608-756-1710)



Tim Quinton  
Owner  
Radiopharmacy Inc.  
(812) 421-1002

## Information Requested For Transfer of Control

1. The new name of the licensed organization. If there is no change, the licensee should so state.

*The new name of the licensed organization will be RPI Pharmacy Services Holding, LLC (d/b/a Radiopharmacy, LLC).*

2. The new licensee contact and telephone number(s) to facilitate communications.

*The current license contacts, listed persons, and telephone numbers will not change.*

3. Any changes in personnel having control over licensed activities (e.g., officers of a corporation) and any changes in personnel named in the license such as radiation safety officer, authorized users, or any other persons identified in previous license applications as responsible for radiation safety or use of licensed material. The licensee should include information concerning the qualifications, training, and responsibilities of new individuals.

*There will be no changes to:*

*Personnel having control over licensed activities, or  
Personnel named in the license such as RSO, authorized users, any other person identified in the license application as amended.*

4. An indication of whether the transferor will remain in non-licensed business without the license.

*The transferor, Radiopharmacy, Inc., will remain in non-licensed business without the license. It is anticipated that the sole purpose of Radiopharmacy, Inc. will be to hold the contract rights and obligations related to the transfer of the pharmacy assets to RPI Pharmacy Services Holding, LLC and possibly to hold a minority equity interest in the ultimate parent of RPI Pharmacy Services Holding, LLC.*

5. A complete, clear description of the transaction, including any transfer of stocks or assets, mergers, etc., so that legal counsel is able, when necessary, to differentiate between name changes and transferring control.

*Radiopharmacy, Inc. will contribute to RPI Pharmacy Services Holding, LLC all of the assets used in the operation of the pharmacies located in Dix, Illinois and Evansville, Indiana, in exchange for cash and a convertible subordinated promissory note that may be converted into equity in NorthStar Nuclear Medicine, LLC, the ultimate parent company of RPI Pharmacy Services Holding, LLC.*

6. A complete description of any planned changes in organization, location, facility, equipment, or procedures (i.e., changes in operating or emergency procedures).

*There will be no changes to the organization, location, facility, equipment, or procedures.*

7. A detailed description of any changes in the use, possession, location, or storage of the licensed materials.

*There will be no changes in the use, possession, location, or storage of licensed materials.*

8. Any changes in organization, location, facilities, equipment, procedures, or personnel that would require a license amendment even without transferring control.

*There will be no changes in organization, location, facilities, equipment, procedures, or personnel that would require a license amendment if change of control were not occurring.*

9. An indication of whether all surveillance items and records (e.g., calibrations, leak tests, surveys, inventories, and accountability requirements) will be current at the time of transfer. Provide a description of the status of all surveillance requirements and records.

*All surveillance items and records will be current at time of transfer of ownership.*

10. Confirmation that all records concerning the safe and effective decommissioning of the facility, pursuant to 10 CFR 30.35(g), 40.36(f), 70.25(g), and 72.30(d); public dose; and waste disposal by release to sewers, incineration, radioactive material spills, and on-site burials, have been transferred to the new licensee, if licensed activities will continue at the same location, or to the NRC for license terminations.

*All records concerning safe and effective decommissioning, public dose, and waste disposal will remain unchanged and in the possession of the current named RSO for the facility.*

11. A description of the status of the facility, specifically, the presence or absence of contamination should be documented. If contamination is present, will decontamination occur before transfer? If not, does the successor company agree to assume full liability for the decontamination of the facility or site?

*As of the date of this letter the facility is in compliance with all license requirements, and contamination is not present in the facility. The facility will continue to abide by the current license requirements. If contamination is detected prior to the transfer, the new licensee, RPI Pharmacy Services Holding, LLC, will require decontamination before the transfer, or in the event RPI Pharmacy Services Holding, LLC elects to effect the transfer notwithstanding the contamination, RPI Pharmacy Services Holding, LLC agrees to assume full*

*liability for decontamination of the facility (subject to any rights RPI Pharmacy Services Holding, LLC may have against Radiopharmacy, Inc.)*

12. A description of any decontamination plans, including financial assurance arrangements of the transferee, as specified in 10 CFR 30.35, 40.36, and 70.25. Include information about how the transferee and transferor propose to divide the transferor's assets, and responsibility for any cleanup needed at the time of transfer.

*Decontamination plans and requirements of the license will remain unchanged. RPI Pharmacy Services Holding, LLC will acquire substantially all of the assets of Radiopharmacy, Inc., and Radiopharmacy, Inc. will not retain any assets that are covered by the material license. No cleanup is needed at time of transfer.*

13. Confirmation that the transferee agrees to abide by all commitments and representations previously made to NRC by the transferor. These include, but are not limited to: maintaining decommissioning records required by 10 CFR 30.35(g); implementing decontamination activities and decommissioning of the site; and completing corrective actions for open inspection items and enforcement actions. With regard to contamination of facilities and equipment, the transferee should confirm, in writing, that it accepts full liability for the site, and should provide evidence of adequate resources to fund decommissioning; or the transferor should provide a commitment to decontaminate the facility before transferring control. With regard to open inspection items, etc., the transferee should confirm, in writing, that it accepts full responsibility for open inspection items and/or any resulting enforcement actions; or the transferee proposes alternative measures for meeting the requirements; or the transferor provides a commitment to close out all such actions with NRC before license transfer.

*RPI Pharmacy Services Holding, LLC confirms the referenced facility will remain in business and continue to meet all requirements of the license and further agrees to abide by all commitments and representations previously made to the USNRC by the current licensee and further, it accepts full liability for the facility and for open inspection items and/or resulting enforcement actions (The facility has no open violations or pending actions at this time. If any actions arise before the transfer, Radiopharmacy, Inc. will close out all such actions with the USNRC before the license transfer).*

14. Documentation that the transferor and transferee agree to transfer of control of the licensed material and activity, and the conditions of transfer; and the transferee is made aware of all open inspection items and its responsibility for possible resulting enforcement actions.

*Please see the cover letter, which addresses the items above and has been executed by RPI Pharmacy Services Holding, LLC and Radiopharmacy, Inc. Radiopharmacy, Inc. has informed RPI Pharmacy Services Holding, LLC that there are no open inspection items.*

15. A commitment by the transferee to abide by all constraints, conditions, requirements, representations, and commitments identified in the existing license. If not, the transferee must provide a description of its program, to ensure compliance with the license and regulations.

*RPI Pharmacy Services Holding, LLC commits to abide by all constraints, conditions, requirements, representations, and commitments identified in the current respective licenses.*

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Materials Licensing Branch Chief  
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