

**DOSHI DIAGNOSTIC IMAGING SERVICES
OF NEW JERSEY, LLC
560 SOUTH BROADWAY
HICKSVILLE, NY 11801
516-933-3126
FAX: 516-933-3128**

BY FEDERAL EXPRESS

March 31, 2006

NUCLEAR REGULATORY COMMISSION - REGION I

Attn: Licensing Assistance Team
475 Allendale Road
King of Prussia, PA 19406-1415

RECEIVED
REGION I
2006 APR - 5 AM 10:31

Re: Notification of Change of Control and Request for Amended Materials Licenses

Purchaser: Doshi Diagnostic Imaging Services of New Jersey, LLC
Sellers: Community Radiology, P.A.
Regional Radiology, LLC
Facilities: Materials License Nos. 29-30289-01, 29-30289-02, and
~~29-30872-01~~ (TERM. 3/20/2005)
29-30983-01
03034548
03036784

Dear Sir or Madam:

On behalf of our client, Doshi Diagnostic Imaging Services of New Jersey, LLC, a Delaware limited liability company (the "Purchaser"), this letter is to advise you of a pending transaction pursuant to which Purchaser will acquire substantially all of the assets of Community Radiology, P.A., a New Jersey professional association ("Community"), and Regional Radiology, LLC, a New Jersey limited liability company ("Regional") (Community and Regional are collectively the "Sellers"), pursuant to the terms of an Asset Purchase Agreement (the "Purchase Agreement"), dated as of February 17, 2005, among Purchaser, Sellers, and the following individuals Ernesto Go, M.D., Satish Shah, M.D., Ashok Babaria, M.D., Usha Suchak, M.D., Ajay Munjal, M.D., Shailendra Desai, M.D., Jatin Gajarawala, M.D., Nikhil Parikh, M.D., Shashikant Chandarana, M.D., Subhash Mehta, M.D., Suketu Nanavati, M.D. Dr. Go, Dr. Shah, Dr. Babaria, Dr. Suchak, Dr. Munjal, Dr. Desai, Dr. Gajarawala, Dr. Parikh, Dr. Chandarana, Dr. Mehta, and Dr. Nanavati are collectively the "Owners."

Purchaser seeks to notify the United State Nuclear Regulatory Commission ("NRC") of the transactions contemplated by the Purchase Agreement (the "Transactions"), in addition to seeking approval of the transaction, which may be characterized as a change of control, so that Purchaser may provide services utilizing radioactive materials.

Description of the Facilities

Community owns and operates diagnostic and imaging facilities that maintain materials licenses issued by the NRC. The locations of the facilities that hold NRC Materials Licenses and the Materials License Numbers are as follows: (i) 434 New Jersey Avenue, Absecon, New Jersey 08201 (Materials License No.: 29-30289-01) (the "Absecon Facility"), and (ii) 108 Dennisville Road, Cape May Court House, New Jersey 08210 (Materials License No.: 29-30289-02) (the "CMCH Facility"), and together with the Absecon Facility, collectively, the "Community Facilities"). Currently, Community is owned by: (i) Dr. Shah, (ii) Dr. Go, and (iii) Dr. Babaria.

Regional owns and operates one (1) diagnostic and imaging facility that maintains a materials license issued by the NRC. The location of the facility that holds NRC Materials License and Materials License Number is as follows: 2800 Route 130 North, Cinnaminson, New Jersey 08077 (Materials License No.: 29-30872-01) (the "Cinnaminson Facility"), and, together with the Community Facilities, collectively, the "Facilities"). Currently, Regional is owned by: (i) Dr. Shah, (ii) Dr. Suchak, (iii) Dr. Go, (iv) Dr. Munjal, (v) Dr. Desai, (vi) Dr. Gajarawala, (vii) Dr. Parikh, (viii) Dr. Chandarana, (ix) Dr. Mehta, and (x) Dr. Nanavati.

The NRC Materials Licenses and the Materials License Numbers maintained by the Facilities shall hereinafter be referred to as the "NRC Licenses."

The Facilities are each freestanding ambulatory care facilities that provide diagnostic and imaging services on an outpatient basis to residents of Atlantic County, Burlington County, Cape May County, Ocean County, and other surrounding counties within the state of New Jersey.

Description of the Transactions

Upon the closing of the Transactions, Purchaser will acquire substantially all of the assets that are owned, used or held for use by the Sellers to conduct and operate the Facilities in exchange for the following consideration: (i) cash consideration of \$1,962,000, (ii) the assumption or discharge by Purchaser of Sellers' aggregate existing indebtedness to financial institutions, (iii) the assumption by Purchaser of Sellers' aggregate existing indebtedness under certain personal property leases, and (iv) the assumption by Purchaser of certain Sellers' accounts payable, all in accordance with the terms of the Purchase Agreement.

Additionally, Sellers have an opportunity to be paid additional consideration of \$1,447,000, in the event that the Facilities achieve certain financial targets following the closing of the Transactions.

It is currently contemplated that the closing of the Transactions will occur on or about April 6, 2006. A copy of the Purchase Agreement is enclosed herewith at Attachment A.

The Purchase Agreement requires that, contemporaneous with the closing of the Transactions, Purchaser and Sellers shall enter into an Interim Administrative Services Agreement (the "Services Agreement"), pursuant to which Sellers shall continue to operate the Facilities, under the management of Purchaser, until such time as Purchaser is (i) granted licenses to operate all of the Facilities by the New Jersey Department of Health and Senior Services (the "NJDOHSS Licenses"), and (ii) able to negotiate and secure service agreements with health maintenance or managed care organizations, insurance companies, and third party payors in its own name. Once Purchaser secures the Licenses and such payor agreements, Purchaser will take over the operation and control of the Facilities as the owner and operator. Purchaser anticipates that the negotiation of the services agreements with the payors will conclude within ninety (90) to one hundred twenty (120) days following the Closing, and requests that the NRC Licenses be transferred by the NRC at such time.

The Services Agreement will expire upon Purchaser's receipt of the NJDOHSS Licenses to operate the Facilities and secure service agreements with payors in its own name. A copy of the Services Agreement is enclosed herewith as an exhibit to the Purchase Agreement, attached as Attachment A.

Changes to Personnel

In connection with above-described transaction, Purchaser will become the entity with ultimate control over the materials or activities licensed by the NRC. Purchaser is a wholly-owned subsidiary of Diagnostic Imaging Group, LLC, a Delaware limited liability company ("DIG"). DIG is the equity owner of fourteen (14) diagnostic imaging centers in the state of Florida and manages eighteen (18) diagnostic and treatment centers in New York, some of which maintain licenses issued by the NRC. DIG has substantial experience in managing diagnostic treatment centers.

All day to day tasks and functions concerning the NRC Licenses for the Facilities shall be accomplished by the Facility Administrator of each diagnostic imaging center. Please note that the daily medical operations conducted by the Facilities will be conducted by the same personnel currently providing services at licensed locations, except for the following changes in personnel: (i) the Facility Administrator at the Absecon Facility; and (ii) the Administrator and Radiation Safety Officer at the Cinnaminson Facility. The new Facility Administrator and Technical Director at the Absecon Location will be Karen Ireland. The new Facility Administrator and Technical Director at the Cinnaminson Facility will be Padma Mallya. The new Radiation Safety Officer at the Cinnaminson Facility will be Dr. Ernesto Go. Please note that Dr. Go is currently serving as the Radiation Safety Officer at the Absecon Facilities. Please see Attachment B for a description of the training and experience of the above-named personnel.

Excluding the above listed changes to personnel, Purchaser does not anticipate any other changes to the personnel that will utilize and maintain the materials or activities licensed by the NRC. The Authorized Users and other persons identified on the Amended Materials License and in the original Materials License application (or amendments thereto) will remain the same.

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Changes to Location, Equipment and Procedures

Purchaser does not anticipate any changes in locations of use, equipment used or procedures followed by the licensee.

Surveillance Records

Purchaser submits that all required surveillance documentation and obligations are current, have been performed, documented and reviewed. Purchaser anticipates that all required surveillance will be current at the time of the transfer. Please see attached Attachment C for documentation of surveillance activities.

Decommissioning and Related Record Transfers

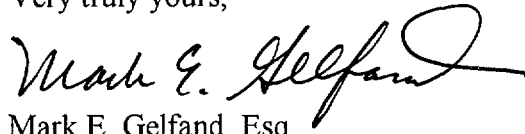
Purchaser will take custody of all of the books, records and documentation pertaining to the maintenance and use of radioactive materials of the Facilities. Purchaser will maintain the records received from the transferor in the manner required by the NRC.

With regard to ambient radiation levels and removable contamination, the Facilities will all maintain background levels of less than .02 mr/hr. Purchaser is aware and acknowledges the above described ambient radiation levels and removable contamination levels. Purchaser further acknowledges the applicable USNRC decommissioning requirements.

Commitment to Abide by NRC Rules and Regulations

As transferee of the Materials Licenses, it is agreed that Purchaser will abide by all rules, regulations, constraints, license conditions, requirements, representations, and commitments identified in and attributed to the existing license.

Very truly yours,



Mark E. Gelfand, Esq.
Secretary and General Counsel
Doshi Diagnostic Imaging Services
of New Jersey, LLC

cc: Anish Berry
Eugene Hecht
Lee Turner
Steven R. Antico, Esq.
Ray P. Mulry, Esq.
Adam Waxer, Esq.
Nicole Gade, Esq.