

**Must be Postmarked
No Later Than
June 12, 2015**

**In re DVI, Inc. Securities Litigation
c/o Strategic Claims Services
Claims Administrator
600 N. Jackson Street, Suite 3
Media, PA 19063
(610) 565-9202
www.strategicclaims.net**

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

If you **did not** submit a valid and timely Proof of Claim and Release form in the November 17, 2006 Settlement, the November 5, 2007 Settlement, the April 30, 2008 Settlement, the August 28, 2009 Settlement, or in the May 20, 2011 Settlement, as described below, to recover as a Member of the Class based on your claims in the action titled *In re DVI, Inc. Securities Litigation*, 2:03-CV-05336-LDD (the "Litigation"), you must complete and, on page 18 hereof, sign this Proof of Claim and Release, and submit the requested documentation. If you fail to file or properly complete the Proof of Claim and Release, or fail to provide the required documentation, your claim may be rejected and you may be precluded from obtaining any recovery from the Net Settlement Fund created in connection with the proposed Settlements of the Litigation.

If you submitted a valid and timely Proof of Claim and Release form in the November 17, 2006 Settlement, the November 5, 2007 Settlement, the April 30, 2008 Settlement, the August 28, 2009 Settlement, or in the May 20, 2011 Settlement, that Proof of Claim and Release form will serve as a proper Proof of Claim and Release form for these Settlements and you are eligible to recover in these Settlements without needing to submit another Proof of Claim form. You can call the Claims Administrator at (610) 565-9202 to find out if you previously submitted a claim in the previous settlements and whether it was valid or deficient.

Submission of a timely and valid Proof of Claim and Release form in these Settlements or a timely and valid Claim and Release form in the November 17, 2006 Settlement, the November 5, 2007 Settlement, the April 30, 2008 Settlement, the August 28, 2009 Settlement, or in the May 20, 2011 Settlement, however, does not assure that you will share in the proceeds of these Settlements. The Claims Administrator will review your Proof of Claim and supporting documentation to determine if you are entitled to a distribution.

If You Did Not Submit a Timely and Valid Proof of Claim and Release Form in the November 17, 2006 Settlement, the November 5, 2007 Settlement, the April 30, 2008 Settlement, the August 28, 2009 Settlement, or in the May 20, 2011 Settlement You Must Mail A Completed And Signed Proof Of Claim And Release, With Appropriate Documentation, Postmarked On Or Before June 12, 2015, Addressed As Follows:

DVI, Inc. Securities Litigation
Claims Administrator
c/o Strategic Claims Services
600 N. Jackson Street, Suite 3
Media, PA 19063
www.strategicclaims.net
(610) 565-9202

If you are NOT a Member of the Class, as defined in the Notice of Hearing on Proposed Settlements, Plan of Allocation, Attorneys' Fees and Expenses, Lead Plaintiffs' Cost Recovery/Service Award and Voluntary Dismissal of Two Defendants ("Notice"), DO NOT submit a Proof of Claim and Release form.

If you are a Member of the Class and you do not timely request exclusion, you will be bound by the terms of any judgment entered in the Litigation, including the release of all Released Claims by all Releasers against all Released Parties, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

II. DEFINITIONS

1. “Defendants” means Michael A. O’Hanlon (“O’Hanlon”), Steven R. Garfinkel (“Garfinkel”), John P. Boyle (“Boyle”), Gerald Cohn (“Cohn”), Harry T.J. Roberts (“Roberts”), Richard E. Miller (“Miller”), Anthony J. Turek (“Turek”), Terry Cady (“Cady”), Deloitte & Touche LLP (“Deloitte”), Merrill Lynch & Co., Inc. (“Merrill Lynch”), Radnet Management, Inc. (“Radnet”), Thomas Pritzker and The Pritzker Organization LLC (collectively, the “Pritzker Defendants”), as well as certain unnamed Pritzker family members, and Clifford Chance LLP and Clifford Chance US LLP (collectively, “Clifford Chance”).
2. The “November 17, 2006 Settlement” means the settlement agreement in which Plaintiffs settled their claims against three former Defendants referred to as “special relationship” entities, OnCure Medical Corp., Dolphin Medical, Inc., and Presgar Imaging LC, pursuant to an order entered by the court dated November 17, 2006, approving the terms of the settlement.
3. The “November 5, 2007 Settlement” means the settlement agreement in which Plaintiffs settled their claims against three former Defendants who were certain former directors of DVI, Nathan Shapiro (“Shapiro”), William S. Goldberg (“Goldberg”), and John E. McHugh (“McHugh”);
4. The “April 30, 2008 Settlement” means the settlement agreement in which Plaintiffs settled their claims against former Defendant Merrill Lynch & Co., Inc. (“Merrill Lynch”), which was a former lender and underwriter to DVI;
5. The “August 28, 2009 Settlement” means the settlement agreement in which Plaintiffs settled their claims against former Defendants Thomas Pritzker and The Pritzker Organization LLC (the “Pritzker Defendants”), who were former large shareholders of DVI;
6. The “May 20, 2011 Settlement” means the settlement agreement in which Plaintiffs settled their claims against former Defendant Gerald Cohn, pursuant to an order of the Court dated May 20, 2011 approving the terms of the settlement.
7. All capitalized terms used in this Proof of Claim and Release are as defined in the Stipulations and Notice.

III. CLAIMANT IDENTIFICATION (How To Identify Yourself)

1. If you purchased DVI common stock and/or DVI 9 7/8% Senior Notes during the period of August 10, 1999 through August 13, 2003, inclusive, and the stock certificate(s) and/or note(s) are in your name, you are the beneficial owner as well as the record owner of the stock and note. If, however, the stock certificate(s) and/or note(s) are registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of the shares and/or notes, and the nominee or brokerage firm is the record holder.
2. **This Claim Must Be Filed By The Actual Beneficial Purchaser, Or Legal Representative Of Such Beneficial Purchaser of the DVI common stock and/or DVI 9 7/8% Senior Notes, Upon Which These Claims Are Based.**
3. All joint purchasers of DVI common stock and 9 7/8% Senior Notes must sign this Proof of Claim and Release. Executors, administrators, guardians, conservators and trustees must complete and sign this Proof of Claim and Release on behalf of Persons represented by them. A copy of proof of their authority must accompany this Proof of Claim and Release. Their titles or capacities must be stated. Failure to provide the foregoing information could delay verification of your Claim or result in rejection of the Claim.

IV. CLAIM FORM

1. Use Part VIII entitled “Schedule of Transactions in DVI common stock and 9 7/8% Senior Notes,” to supply all required information regarding your ownership of and transaction(s) in these DVI securities. If you need more space or additional schedules, attach separate sheets. In the attachment, you should give all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
2. On the schedules, provide all the requested information with respect to *all* of your purchases and *all* of your sales of DVI common stock and DVI 9 7/8% Senior Notes which took place beginning August 10, 1999 through August 13, 2003, inclusive. Failure to report all such transactions may result in the rejection of your claim.
3. List each transaction separately and in chronological order, by trade date, beginning with the earliest date. You must accurately provide the type of security purchased or sold, the month, day and year of each transaction you list, along with the quantity and price.
4. Any loans of DVI securities to Persons engaged in a “short sale” are not considered a sale.
5. You must attach photocopies of documentation of all your transactions in DVI securities. This includes broker confirmation slips, broker statements, relevant portions of federal or state tax returns, or other documentation. Failure to provide this documentation will delay verification of your claim and could result in rejection of your claim. Do not send original documents.
6. The Claims Administrator may request additional information as required to calculate your claim. In some cases, where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class, the Claims Administrator may require the production of additional information. In certain exceptional cases, calculating a claim may require the hiring of an accounting expert at the claimant’s expense.

Notice Regarding Electronic Files: Certain claimants with a large number of transactions, such as institutional holders, may ask (or be asked) to submit claim information in an electronic format. The Claims Administrator will decide when electronic filing of information will be authorized. In these cases, all claimants **must** still submit a manually signed paper Proof of Claim and Release form. The Proof of Claim and Release form must list all the data and transactions, whether or not they are also submitted electronically. Only electronic files authorized by the Claims Administrator will be considered properly submitted. The Claims Administrator will issue a written acknowledgment of receipt and acceptance of electronically submitted data to the claimant.

V. CLASS MEMBER SUBMISSION TO THE JURISDICTION OF THE COURT

Each Class Member who signs and submits a Proof of Claim and Release agrees to the following:

I/(we) submit this Proof of Claim and Release under the terms of the Stipulations of Settlement described in the Notice. I/(we) also submit to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania. The Court has jurisdiction over my/(our) claim and the enforcement of the releases granted. I/(we) acknowledge that I am/(we are) bound by the terms of any judgment in the Litigation, including the releases by all Releasers of all Released Claims against all Released Parties. I/(we) agree to furnish additional information to the Claims Administrator to support this claim if necessary. I/(we) have not submitted any other claim covering the same acquisitions or sales of DVI common stock and/or DVI 9 7/8% Senior Notes. I/(we) know of no other Person having done so on my/(our) behalf.

VI. RELEASE

1. If you remain a Class Member, you and all other Releasers release all Released Claims against the Released Parties. This means you give up all rights to sue concerning the Released Claims. Specifically, all Class Members and their representatives will be forever barred from any legal prosecution of the Released Claims against any of the Released Parties.

2. “Released Parties” for this Settlement means Deloitte & Touche LLP, Deloitte LLP (formerly known as Deloitte & Touche USA LLP), Deloitte Tax LLP, Deloitte Financial Advisory Services LLP, Deloitte Consulting LLP, Deloitte Services LLP and Deloitte Touche Tohmatsu Limited (“DTTL”, formerly known as Deloitte Touche Tohmatsu) and any and all DTTL associate and member firms, all their respective, past, present and future parent companies, subsidiaries, affiliates, divisions, related entities, joint ventures, subcontractors, agents, attorneys, insurers, subrogees, co-insurers, reinsurers and servants, all their respective past, present and future officers, directors, employees, members, partners, principals, shareholders and owners and all their respective heirs, executors, administrators, personal representatives, predecessors, successors, transferees and assigns, and Roberts and Boyle, and all their respective heirs, executors, administrators, personal representatives, agents, attorneys, insurers, subrogees, co-insurers, reinsurers and assigns.
3. “Released Claims” as stated in the Stipulation with Deloitte and as applied to the Settlement with Deloitte means any and all claims, rights, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, including both known claims and Unknown Claims (defined in the Stipulation), whether arising under federal, state, foreign or statutory law, common law or administrative law, any other law, rule or regulation, whether fixed or contingent, accrued or not accrued, matured or unmatured, liquidated or un-liquidated, at law or in equity, whether class or individual in nature, that Lead Plaintiffs or any other Settlement Class Member: (i) asserted in the Action; or (ii) could have asserted in the Action or any other action or in any forum, that arise out of, relate to, or are in connection with the claims, allegations, transactions, facts, events, acts, disclosures, statements, representations or omissions or failures to act involved, set forth, or referred to in the complaints filed in the Action and that relate to the purchase, acquisition, sale or other disposition of DVI securities, or the provisions of any services provided by the Released Parties to DVI or in any way related to DVI.
4. “Released Claims” as stated in the Stipulation with Roberts and Boyle, and as applied to the Settlement with Roberts and Boyle, means any and all claims, rights, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, including both known claims and Unknown Claims (defined in the Stipulation), whether arising under federal, state, foreign or statutory law, common law or administrative law, any other law, rule or regulation, whether fixed or contingent, accrued or not accrued, matured or unmatured, liquidated or un-liquidated, at law or in equity, whether class or individual in nature, that Lead Plaintiffs or any other Settlement Class Member: (i) asserted in the Action; or (ii) could have asserted in the Action or any other action or in any forum, that arise out of, relate to, or are in connection with the claims, allegations, transactions, facts, events, acts, disclosures, statements, representations or omissions or failures to act involved, set forth, or referred to in the complaints filed in the Action.
5. “Releasers” means Lead Plaintiffs and all other Class Members, whether or not any such Person submits a Proof of Claim and Release or shares in the Settlement Fund, on behalf of themselves and each of their present or past subsidiaries and affiliates, and their respective heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons and entities, as well as anyone claiming through or on behalf of any of the foregoing.
6. Furthermore, upon the Effective Date, all Releasers will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any Released Claim against any of the Released Parties. All Releasers also shall be deemed to have, and shall have, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principles of common law, including § 1542 of

the California Civil Code and any provision that is similar, comparable or equivalent to § 1542 of the California Civil Code, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7. The Releasors may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but each Lead Plaintiff shall expressly have, and each Releasor shall be deemed to have, and by operation of Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct that is reckless, intentional, with or without malice, or breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiffs acknowledge, and the Releasors shall be deemed to have acknowledged, and by operation of judgment shall have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlements.
8. In addition, if the Court approves the Settlements, to the maximum extent permitted by law, the Court will permanently bar, enjoin and restrain (1) any other Person who is or may be liable to Lead Plaintiffs and/or the Class, including without limitation the other Defendants in the Litigation and any other Persons later named as defendants in the Litigation, and the successors and assigns of any of them, from commencing, prosecuting or asserting any action, claim, cross-claim, counterclaim, third-party or other claim against Deloitte, Roberts and Boyle, or any other Released Party for indemnification or contribution or otherwise seeking the recovery of all or part of any actual or threatened liability or settlement which they pay or are obligated to pay or agree to pay arising out of such Person's or Persons' participation in any acts, facts, statements or omissions giving rise to any claims that were or could have been alleged in the Litigation; and (2) all claims by Deloitte, Roberts and Boyle against any Person for indemnity or contribution arising out of the Litigation, provided, however, that Deloitte, Roberts and Boyle may assert any such claim against any party that initiates a lawsuit or claim against it.
9. This release shall only be in force when the Court approves the Settlements and they become effective on the Effective Date (as defined in the Stipulations).
10. I/(we) guarantee that I (we) have not assigned or transferred (or purported to assign or transfer), voluntarily or involuntarily, any Released Claim or any other part or portion thereof.

C. SALES: Below, please list all sales of DVI common stock and DVI 9 7/8% Senior Notes Sold on or after August 10, 1999 to August 13, 2003 inclusive (must be documented).

I (we) made the following sales of DVI common stock and DVI 9 7/8% Senior Notes between (and including) August 10, 1999 and August 13, 2003:

| DVI Security Sold (identify common stock or 9 7/8% Senior Notes) | Sale (Trade) Date (List Chronologically) (Month/Day/Year) | Number of Shares of DVI Stock or 9 7/8% Senior Notes Sold | Sales Price Per Share or Per Note | Total Proceeds (Excluding Commissions, Taxes, and Fees) |
|--|---|---|-----------------------------------|---|
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| | / / | | | |
| | / / | | | |
| | / / | | | |

Please attach pages for additional transactions as necessary. Please sign and print or type your name on each additional sheet.

D. ENDING HOLDINGS:

1. At the close of trading on August 13, 2003, I/(we) owned _____ shares of DVI common stock (write none or zero ("0"), if no shares were owned on that date) (must be documented).

2. At the close of trading on August 13, 2003, I/(we) owned _____ notes (\$1,000 face value) of DVI 9 7/8% Senior Notes (write none or zero ("0"), if no notes were owned on that date) (must be documented).

For each transaction and holding listed above, you must attach a legible copy of a broker's confirmation, monthly statement, correspondence, relevant portions of a tax return or other documentation confirming the above listed transaction(s) in DVI securities. Do not submit originals of such documents.

I/(we) guarantee that I/(we) have included complete information about all of my/(our) purchases and sales of DVI securities, which occurred between August 10, 1999 and August 13, 2003, inclusive.

CERTIFICATION

I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; (b) I (we) have not been notified by the Internal Revenue Service ("IRS") that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the IRS that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the immediately preceding paragraph.

I (we) certify under penalty of perjury under the laws of the United States of America that the information included in this claim form (and any additional sheets) is true and correct, that this claim is being submitted by or on behalf of a Class Member, and that this is the only claim being made with respect to these DVI Securities, executed this ____ day of _____, 2015 in

(City) (State/Country)

Signature of Claimant

(Type or Print Your Name Here)

Capacity of person(s) signing if other than in an individual capacity, e.g., Beneficial Owner, Executor, or Administrator

Signature of Joint Claimant, if any

(Type or Print Your Name Here)

Capacity of person(s) signing if other than in an individual capacity, e.g., Beneficial Owner, Executor, or Administrator

This Proof Of Claim Must Be Postmarked No Later Than June 12, 2015 And Be Mailed To:

DVI, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 3
Media, PA 19063
www.strategicclaims.net

Reminder Checklist:

1. Please complete and sign the release and certification.
2. Remember to attach supporting documentation.
3. Do not send originals of stock certificates or other documents.
4. Keep a copy of your claim form for your records, including any attachments or supporting documents.
5. If you desire an acknowledgement of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.

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PRESORTED
FIRST-CLASS MAIL
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IMPORTANT LEGAL DOCUMENT - PLEASE FORWARD