

Zoetis Inc
333 Portage Street
Kalamazoo, MI 49007

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E timothy.l.popp@zoetis.com



April 29, 2015

Mr. William Reichhold
Nuclear Regulatory Commission, Region III
2443 Warrenville Road, Suite 210
Lisle, IL 60532-4352

Dear Mr. Reichhold:

In accordance with the NRC consent to transfer ownership and control letter dated March 24, 2015, I am informing you that Zoetis Inc. completed the transfer of ownership of the affected facilities under NRC license 21-00182-03 from Zoetis P&U LLC to Zoetis LLC effective April 27, 2015. The requested change of ownership and control information is attached.

Please amend NRC license 21-00182-03 to change the name of the licensee from Zoetis P&U LLC to Zoetis LLC to reflect the change of ownership. Corporate Zoetis Inc. treasury and legal departments are in the process of updating our current decommissioning financial assurance instruments to reflect this transfer of ownership and control. Copies of those financial instruments will be provided to the NRC upon revision.

Please feel free to contact me should you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Timothy L. Popp".

Timothy L. Popp
Radiation Safety Officer

TLP15010

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Change of Control Information

- 1. Description of Transaction:** Zoetis P&U LLC is a wholly-owned subsidiary of Zoetis Inc. and holder of NRC Radioactive Materials License 21-00182-03. Zoetis Inc. undertook an internal corporate restructuring whereby certain of its manufacturing and research and development operations that were spread among several different Zoetis Inc. subsidiaries were consolidated into a single subsidiary. To that end, on April 27, 2015, Zoetis P&U LLC transferred all of its manufacturing and research and development related assets at the Kalamazoo Zoetis facilities, including NRC Radioactive Materials License 21-00182-03, to the dedicated manufacturing and research and development subsidiary Zoetis LLC. Zoetis LLC is the new license holder, and Zoetis Inc. remains the ultimate corporate parent. Timothy Popp, (269) 359-9428, remains the Radiation Safety Officer and licensee contact.
- 2. Changes in Personnel:** No changes in personnel or duties that relate to the licensed activities are planned at this time.
- 3. Changes in Organization, Location, Facilities, Equipment or Procedures:** No changes in organization, location, facilities, equipment or procedures are planned at this time. Our licensed activity operations will proceed as before.
- 4. Surveillance Program Status:** All surveillance program requirements have been performed and will continue to be performed in a manner consistent with the license requirements.
- 5. Decommissioning Records:** All records important to the safe and effective decommissioning of the licensed facilities are located within the licensed facilities and transferred with the ownership of the facilities to the new company. Any licensee records stored offsite in long term records retention storage remain accessible to the new company. A list of these stored records is maintained with the facility records and were conveyed with the transfer. All of these records will continue to be maintained in accordance with the present records management system. At the present time, there is no contamination or ambient radiation levels within the facilities that would prevent the facilities from being released for unrestricted use.
- 6. Transferee's Commitment:** As previously stated, no changes in organization, location, facilities, equipment or procedures are planned at this time. The licensed activity operations will proceed as before. The transferee agrees to abide by all constraints, license conditions, requirements, representations, and commitments identified in and attributed to the existing license. There are no open inspection or enforcement issues at this time.
- 7. Transfer Agreement:** Refer to the attached NRC License Transfer Agreement between the transferor and the transferee documenting the agreement to the change in ownership of the licensed material and activity.

NRC Radioactive Materials License Transfer Agreement

This Agreement is entered into this date by Zoetis P&U LLC and Zoetis LLC in order to effect a transfer of the NRC Radioactive Materials License 21-00182-03 and the responsibility, coverage, and liability thereunder from Zoetis P&U LLC to Zoetis LLC.

In connection with an internal corporate reorganization of certain Zoetis Inc. assets, on or about April 27, 2015, an asset transfer will occur whereby the ownership of certain manufacturing and research and development assets at the Kalamazoo Zoetis facility, including NRC Radioactive Materials License 21-00182-03, will transfer from Zoetis P&U LLC to Zoetis LLC. Zoetis Inc. remains the ultimate corporate parent of Zoetis LLC.

Zoetis LLC certifies that there will be no operational, personnel, or organizational changes as a result of this permit transfer that warrant a permit modification, and Zoetis LLC understands and accepts the terms and conditions of the permit and will abide by all conditions and requirements thereof.

Zoetis P&U LLC certifies that all records concerning the safe and effective decommissioning of the licensed facilities, including any open inspection items, will be transferred to Zoetis LLC.

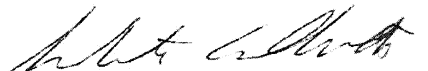
Zoetis P&U LLC further certifies that the NRC surveillance program requirements have been performed and will continue to be performed in a manner compliant with the license requirements.

On the date such transfer becomes effective, Zoetis LLC agrees to assume the responsibility, coverage, and liability of the permit and Zoetis P&U LLC agrees to relinquish all rights that it may have under said permit.

This agreement is entered into by both parties this ³⁰ day of January, 2015; said transfer is to become effective on or about April 27, 2015.

Zoetis P&U LLC

333 Portage Street, Kalamazoo, MI
49007-4931



Signature

Vice President

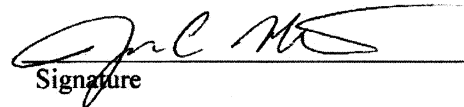
Title

Salvatore Colletti

Printed Name

Zoetis LLC

333 Portage Street, Kalamazoo, MI
49007-4931



Signature

Vice President

Title

John C. Martin

Printed Name

From: (269) 359-9428
Timothy Popp
Zoetis
333 Portage Street
Kalamazoo, MI 49007

Origin ID: HAIA



J151215022303uv

Ship Date: 29APR15
ActWgt: 1.0 LB
CAD: 103269545/INET3610

Delivery Address Bar Code



SHIP TO: (630) 829-9839
William Reichhold
US NRC, Region III
2443 WARRENVILLE RD
STE 210
LISLE, IL 60532

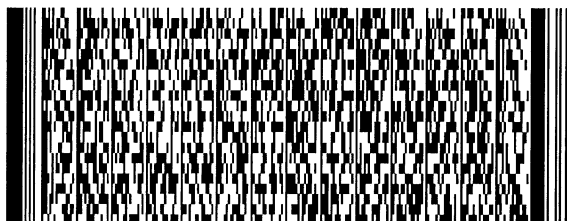
BILL SENDER

Ref # Zoetis LLC Name Change Request
Invoice #
PO #
Dept #

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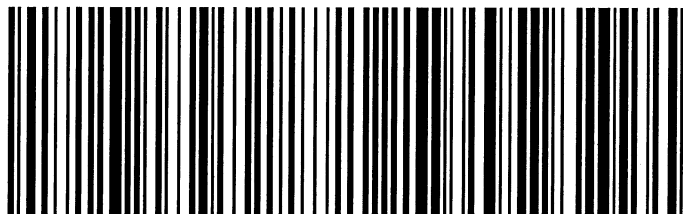
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