



Mallinckrodt
Pharmaceuticals

Via Federal Express

June 10, 2016

Patricia Pelke
Materials Licensing Section
United States Nuclear Regulatory Commission – Region III
2442 Warrenville Road, Suite 210
Lisle, IL 60352-4352

RE: Notification of Corporate Restructuring; Request for Concurrence of No Change of Control Under 10 CFR 30.34(b)

Dear Ms. Pelke:

As Jim Schuh discussed with you on June 3, 2016, this letter is to notify the Nuclear Regulatory Commission (NRC) that on or about July 29, 2016, Mallinckrodt plc plans to complete an internal corporate reorganization that will result in a change to the immediate corporate parent of NRC license-holder Mallinckrodt Nuclear Medicine LLC (the licenses are listed in Exhibit A hereto). The corporate entity itself is not changing; what is changing is the identity of the subsidiaries leading up to the ultimate parent company, Mallinckrodt plc.

Mallinckrodt plc, an Irish public limited company, indirectly owns all of the stock of Mallinckrodt Nuclear Medicine LLC, a Delaware limited liability company, and will continue to do so following the reorganization. As part of an internal transaction to streamline the ownership structure underneath Mallinckrodt plc and its assets, certain steps are planned to occur in late July 2016. The following is a summary of what is planned: The direct owner of Mallinckrodt Nuclear Medicine LLC will change, step-wise, three times from the current subsidiary owning it, to a different, Netherlands-incorporated subsidiary, where it will be grouped along with other Mallinckrodt plc subsidiaries associated with Mallinckrodt's nuclear business. These steps are planned to all occur on the same day.

As mentioned, none of these transactions involve any legal entities which are not affiliated with Mallinckrodt plc. All of the movement of ownership of subsidiaries is within the group of companies all wholly owned indirectly by Mallinckrodt plc.

By this letter, Mallinckrodt Nuclear Medicine LLC is notifying the NRC that the above-referenced transaction is planned to occur on or about July 29, 2016. Mallinckrodt is providing the following information to assist you in your review of the transaction.

1. The name of the licensee is and will continue to be Mallinckrodt Nuclear Medicine LLC. Its headquarters address will remain at the current location:

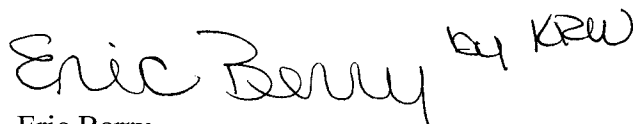
Mallinckrodt Nuclear Medicine LLC
675 McDonnell Blvd
Hazelwood, MO 63042

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2. All contact information used for the existing licenses including telephone number(s) and names will remain the same.
3. There will be no changes in personnel having control over the license and the officers and managers of Mallinckrodt Nuclear Medicine LLC.
4. The following is a summary of what is planned: The direct owner of Mallinckrodt Nuclear Medicine LLC will change, step-wise, three times from the current subsidiary owning it, to a different, Netherlands-incorporated subsidiary, where it will be grouped along with other Mallinckrodt plc subsidiaries associated with Mallinckrodt's nuclear business. These steps are planned to all occur on the same day. All of the movement of ownership of subsidiaries is within the group of companies all wholly owned indirectly by Mallinckrodt plc.
5. There are no planned changes to the organization, location, facility, equipment or procedures. If changes which may impact the licenses are planned in the future, the NRC will be notified as necessary.
6. All records retained in connection with the licenses will be maintained at the current location.
7. Mallinckrodt Nuclear Medicine LLC agrees to continue to abide by all commitments and representations within the licenses and will maintain all license terms, conditions, and requirements.

Because the legal entity of the license holder is not changing, no license amendment will be required by this reorganization. Mallinckrodt believes that these changes do not constitute a change of control. Mallinckrodt requests that NRC review the information in this letter and indicate whether or not NRC agrees with Mallinckrodt's position that this transaction does not constitute a change of control. Please note that we would appreciate your expeditious review of this request for concurrence. If you have any questions or need additional information regarding the foregoing, please contact me at 314-654-6878.

Very Truly Yours,

 *by KRW*

Eric Berry
Vice President – Environmental Law

Enc: Exhibit A – Permit List

cc: file
Manuel Diaz (Mallinckrodt)
Sumit Verma (Mallinckrodt)
Alan Faust (Mallinckrodt)
Jim Schuh (Mallinckrodt)



Mallinckrodt
Pharmaceuticals

Exhibit A
List of Impacted Mallinckrodt LLC Licenses

24-04206-01
24-04206-02
24-04206-05MD

ORIGIN ID:ALNA (314) 654-8387
TAMMY WEBER
MALLINCKRODT LLC
675 MCDONNELL BLVD
10-3-C
HAZELWOOD, MO 63042
UNITED STATES US

SHIP DATE: 10JUN16
ACTWGT: 1.00 LB
CAD: 3742267/INET3730

BILL SENDER

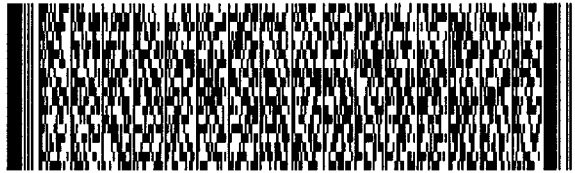
TO PATRICIA PELKE
US NRC-REGION 3
2442 WARRENVILLE ROAD
SUITE 210
LISLE IL 60532

(314) 654-3165

REF: 008011420277-6656

INV:

DEPT:



540.0260BD727F

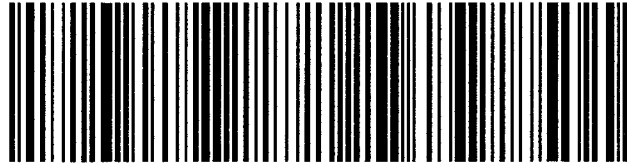
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