

MONSANTO



Jennifer L. Woods
Monsanto Company
800 North Lindbergh Blvd.
St. Louis, MO 63167
(314) 694-5163
jennifer.woods@bayer.com

September 24, 2018

VIA FAX, ELECTRONIC MAIL AND FEDEX

Ms. Colleen Carol Casey
Materials Licensing Reviewer
U.S. Nuclear Regulatory Commission, Region III
2443 Warrenville Rd, Suite 210
Lisle, Illinois 60532-4352
Colleen.Casey@nrc.gov

Re: Response to Supplemental Information Request
Indirect Transfer of Control
License No. 24-32488
Docket No. 030-36488
Control No. 609228

Dear Ms. Casey:

In response to your conversation with Molly Shaffer on Friday, September 21, 2018, I am writing to confirm that Bayer Aktiengesellschaft ("Bayer") successfully completed its acquisition of Monsanto Company ("Monsanto") on June 7, 2018. As outlined in our initial application, dated November 21, 2017, Monsanto was merged into KWA Investment Co., an indirect wholly owned subsidiary of Bayer, with Monsanto continuing as the surviving corporation and as a wholly owned subsidiary of Bayer.

Because of the complex form of the acquisition, Monsanto and Bayer do not have a signed final agreement confirming completion of the transaction. However, we expect that the attached signed certificate of completion filed with the Delaware Secretary of State and the copy of the signed final Merger Agreement submitted with our initial application will constitute suitable evidence of the completion of the transaction.

Please do not hesitate to contact Molly Shaffer (314-694-3883) or me if you require any additional information.

Sincerely yours,

Jennifer L. Woods
Assistant Secretary
Monsanto Company

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Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"KWA INVESTMENT CO.", A DELAWARE CORPORATION,

WITH AND INTO "MONSANTO COMPANY" UNDER THE NAME OF "MONSANTO COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SEVENTH DAY OF JUNE, A.D. 2018, AT 8:03 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3174788 8100M
SR# 20185016577

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202837175
Date: 06-07-18

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:03 AM 06/07/2018
FILED 08:03 AM 06/07/2018
SR 20185016577 - File Number 3174788

CERTIFICATE OF MERGER**OF****KWA INVESTMENT CO.****WITH AND INTO****MONSANTO COMPANY**

June 7, 2018

This Certificate of Merger (this "Certificate") is being executed and filed pursuant to Section 251(c) of the General Corporation Law of the State of Delaware (the "DGCL") by Monsanto Company. Monsanto Company hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations of the Merger (defined below) are as follows:

- (a) KWA Investment Co., a Delaware corporation ("Merger Sub"); and
- (b) Monsanto Company, a Delaware corporation (the "Company").

2. The Agreement and Plan of Merger, dated as of September 14, 2016 (the "Merger Agreement"), by and among Bayer Aktiengesellschaft, a German stock corporation, Merger Sub and the Company, setting forth the terms and conditions of the merger of Merger Sub with and into the Company with the Company continuing as the surviving corporation (the "Merger"), has been approved, adopted, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the DGCL.

3. The name of the surviving corporation is Monsanto Company.

4. At the effective time of the Merger herein certified, the certificate of incorporation of the Company, as in effect immediately prior to the effective time, shall be amended and restated as of the effective time to be in the form set forth in Exhibit A hereto, and as so amended and restated shall be the certificate of incorporation of the surviving corporation.

5. The executed Merger Agreement is on file at the offices of the surviving corporation at the following address: 800 North Lindbergh Blvd., St. Louis, Missouri 63167.

6. A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

7. This Certificate of Merger and the Merger shall be effective immediately upon filing of this Certificate with the Secretary of State of the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger as of the date first written above.

MONSANTO COMPANY

By: 

Name: Hugh Grant

Title: Chairman and Chief Executive Officer

EXHIBIT A
THIRD AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
MONSANTO COMPANY

FIRST. The name of the corporation is Monsanto Company (the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, Delaware 19808-1674, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

FOURTH. The total number of shares which the Corporation shall have authority to issue is 100,000 shares of common stock, par value \$0.01 per share.

FIFTH. The board of directors of the Corporation is expressly authorized to adopt, amend or repeal bylaws of the Corporation.

SIXTH. Unless and except to the extent that the bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

SEVENTH. The number of directors of the Corporation shall be fixed from time to time pursuant to the bylaws of the Corporation.

EIGHTH. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation, including but not limited to the election of directors, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of the outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitles to vote thereon were present and voted.

NINTH.

(a) A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any amendment, repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such amendment, repeal or modification.

(b) The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any claim, action, suit, or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that the person, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer or fiduciary of another corporation or of a partnership, joint venture, trust, non-profit entity, or other enterprise, including service with respect to employee benefit plans, against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person. The right to indemnification conferred in this Article Ninth shall be a contract right. Except as provided in paragraph (d) of this Article Ninth with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify a person in connection with a proceeding initiated by such person or a claim made by such person against the Corporation only if such proceeding or claim was authorized in the specific case by the board of directors of the Corporation.

(c) Subject to applicable law, the Corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that if and to the extent required by law the payment of expenses incurred by any person covered hereunder in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by or on behalf of the affected person to repay all amounts advanced if it should ultimately be determined that such person is not entitled to be indemnified under this Article Ninth or otherwise.

(d) If a claim for indemnification (following the final disposition of such proceeding) or advancement of expenses under this Article Ninth is not paid in full within thirty days, or such other period as might be provided pursuant to contract, after a written claim therefor has been received by the Corporation, the claimant may file suit to recover

the unpaid amount of such claim or may seek whatever other remedy might be provided pursuant to contract. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or advancement of expenses under applicable law. If successful in whole or in part, claimant shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. Neither the failure of the Corporation (including its directors, independent legal counsel or shareowners) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because the claimant has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its directors, independent legal counsel or shareowners) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(e) Any determination regarding whether indemnification of any person is proper in the circumstances because such person has met the applicable standard of conduct set forth in the DGCL shall be made in accordance with the applicable provisions of Section 145 of the DGCL.

(f) The Corporation may, but shall not be required to, indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any proceeding by reason of the fact that the person, or a person for whom he or she is the legal representative, is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as an employee or agent of another corporation or of a partnership, joint venture, trust, non-profit entity, or other enterprise, including service with respect to employee benefit plans, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person.

(g) The rights conferred on any person by this Article Ninth shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, the bylaws of the Corporation, agreement, vote of shareowners or disinterested directors or otherwise.

(h) Any repeal or modification of the foregoing provisions of this Article Ninth shall not adversely affect any right or protection hereunder of any person with respect to any act or omission occurring prior to or at the time of such repeal or modification for which indemnification or advancement of expenses is sought.

(i) The Corporation's obligation, if any, to indemnify or to advance expenses to any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

MONSANTO



Mary M Shaffer
Monsanto Company
800 North Lindbergh Blvd.
St Louis, MO 63167

Fax

To: Colleen Carol Casey (direct dial 630-829-9841)

Fax No. 630-515-1078

Control No.: 609228

Number of pages (including cover page): 9

From: Molly Shaffer
314-694-3883
molly.shaffer@bayer.com