



June 1, 2021

VIA EMAIL

United States Nuclear Regulatory Commission
Region III
2443 Warrenville Rd., Suite 210
Lisle, IL 60532
ATTN: Frank P. D. Tran
Health Physicist

RE: Transfer of Control of Radioactive Materials Licenses from Jubilant DraxImage Radiopharmacies Inc. d/b/a/ Jubilant Radiopharma to Jubilant DraxImage Inc. d/b/a Jubilant Radiopharma
License Nos.: 09-32781-01MD
09-32781-02MD
09-32781-03MD
09-32781-04MD

Dear Mr. Tran,

In accordance with your letter dated March 16, 2021 related to the Consent to the Transfer of Control from Jubilant DraxImage Radiopharmacies Inc. d/b/a Jubilant Radiopharma ("JDR") to Jubilant DraxImage Inc. d/b/a/ Jubilant Radiopharma ("JDI") for the above-referenced Licenses, this letter is to notify you that the transaction is completed. Accordingly, JDI is now the operator of the facilities associated with the above-referenced Licenses.

Additionally, enclosed please find a copy of the Bill of Sale signifying the completion of the transaction.

Please let us know if you have any questions or would like any additional information. Thank you very much for your assistance with this matter.

A Jubilant Pharma Company

Our Values



Radiopharmacies Division

790 Township Line Road, Suite 325, Yardley, PA 19067

Telephone: (215) 550-2770

www.jubilantradiopharma.com

135860.00103/126075216v.1



Should you have any specific questions regarding this response please contact Craig Kinne, Radiopharmacies Radiation Safety Officer at 407-257-8998 or by email at Craig.Kinne@jubl.com. Please forward the amended radioactive materials license to Jubilant DraxImage Inc. d/b/a Jubilant Radiopharma, 790 Township Line Road, Suite 325, Yardley, PA 19067.

Sincerely,

Mitch Guss
Director, Jubilant DraxImage Radiopharmacies Inc. d/b/a Jubilant Radiopharma

Attachment

Sergio Calvo, President, Jubilant DraxImage Inc. d/b/a Jubilant Radiopharma (via email)
Craig Kinne, CHP, MHP - Radiopharmacies Radiation Safety Officer (via email)
Debra Rogers, MA - Paralegal Licensing and Regulator Coordinator
Jubilant Radiopharma Quality and Safety Department (via email)

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135860.00103/126025216v.1

EXHIBIT A

BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”), dated as of June 1, 2021, is executed and delivered to Jubilant DraxImage, Inc. (“Purchaser”), by Jubilant DraxImage Radiopharmacies, Inc. (collectively, “Seller”). _____

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 25, 2020 (as may be amended, restated, or otherwise modified from time to time, the “Purchase Agreement”), by and among Purchaser and Seller, Seller has agreed to sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser has agreed to purchase and acquire from Seller, the Purchased Assets for the consideration and upon the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Sale and Transfer of the Assets. On the terms and subject to the conditions and exceptions contained in the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases and acquires from Seller, all of Seller’s right, title, and interest in, to and under all of the Purchased Assets.

3. Terms of the Purchase Agreement. This Bill of Sale is intended only to document the sale, assignment, transfer, conveyance, and delivery of the Seller’s right, title and interest in and to the Purchased Assets as contemplated by the Purchase Agreement. Nothing contained in this Bill of Sale extends, amplifies or otherwise alters the representations, warranties, covenants, agreements, obligations, and indemnities contained in the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, obligations, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. The conveyance from the Seller to Purchaser hereunder shall not include any of the Excluded Assets.

4. Enforceability. This Bill of Sale is being executed by Seller and shall be binding upon each of Purchaser and Seller, and their respective successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law rule.

6. Electronic Signature. A signed copy of this Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this BILL OF SALE to be duly executed by a duly authorized officer as of the date first written above.

SELLER:

JUBILANT DRAXIMAGE RADIOPHARMACIES, INC.

By: Mitchell F. Goss

NAME: Mitchell F. Goss

TITLE: Director

DATE: 6/1/21