

Wednesday, March 06, 2024

To: Materials Licensing Branch  
Division of Radiological Safety and Security  
U.S. Nuclear Regulatory Commission  
2443 Warrenville Road  
Suite 210  
Lisle, IL 60532-4352

RE: Change of Control of Materials License # 13-16347-01 – Notice of Completion of Transaction

To Whom it May Concern:

The purchase of Calumet Testing Services from Cal Testing Services, Inc. by Yorke Pluta Fuller, LLC. was successfully executed on Monday, March 4, 2024, and will become Yorke Pluta Fuller, LLC. dba Calumet Testing Services. Please see the following documents as proof of purchase.

- Bill of Sale
- Settlement Statement
- Consent to use of doing business as name of "Calumet Testing Services" – Indiana
- Consent to use of doing business as name of "Calumet Testing Services" – Illinois

If you have any questions, or need any further information, please feel free to reach out and let me know.

Sincerely,



Mitchyll Fuller  
President  
Yorke Pluta Fuller, LLC.

Exhibit A  
**BILL OF SALE**

This BILL OF SALE (this "Bill of Sale") is made as of FEBRUARY 29, 2024, by CAL TESTING SERVICES, INC. ("Grantor") for the benefit of YORKE PLUTA FULLER LLC ("Grantee"), pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") by and among Grantor and Grantee. All capitalized terms herein shall have the meanings prescribed to them in the Asset Purchase Agreement unless specified otherwise. In consideration of the promises and agreements contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. **Conveyance of Assets.** Grantor grants, bargains, sells, conveys, transfers, assigns, and delivers (the delivery with respect to tangible Assets used in the Business) unto Grantee, its successors, and assigns, all the Acquired Assets (as defined in the Asset Purchase Agreement) and all rights, titles, and interests therein, TO HAVE AND TO HOLD, unto Grantee, its successors, and assigns, to and for its own use thereof, forever.

2. **Further Assurances.** Grantor hereby covenants that from time to time, as and when reasonably requested by Grantee, Grantor shall do, execute, acknowledge, and deliver or will cause to be done, executed, acknowledged, and delivered, all such further acts, transfers, conveyances, assignments, powers of attorney, and assurances as may reasonably be required for the better assuring, conveying, transferring, confirming, and vesting unto Grantee the Acquired Assets, and title thereto, and for assisting Grantee in collecting and reducing the same to possession, and for otherwise carrying out the purposes of transferring ownership and possession of the Acquired Assets as set forth herein.

3. **Power of Attorney.** Grantor does hereby irrevocably constitute and appoint Grantee the true and lawful attorney of Grantor, with full power of substitution, in the name of Grantor but on behalf of and for the benefit and at the expense of Grantee subject to any right of Grantee to indemnification under the Asset Purchase Agreement to institute and prosecute all proceedings that Grantee may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in and to the Acquired Assets, to defend and compromise any action, suit, or proceeding in respect of any of the Acquired Assets, and take such other actions including executing and receiving any certificate of ownership or other document to transfer title to any Assets as Grantee shall deem advisable. The foregoing power is a power coupled with an interest.

4. **Rights and Obligations.** The undersigned hereby agrees and acknowledges that additional rights, duties, and obligations of the parties to the Asset Purchase Agreement are expressly provided for in the Asset Purchase Agreement, and that the execution and delivery of this Bill of Sale shall not expand, impair, or diminish any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth therein. The representations, covenants and warranties of Grantor contained in the Asset Purchase Agreement relating to the Acquired Assets are incorporated herein by reference but are not expanded or increased by such incorporation. Specifically excluded from this Bill of Sale are the Excluded Assets. In the event of any conflict



or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. **Facsimile or Electronic Transmission.** Executed signature pages to this Bill of Sale may be delivered by facsimile or other electronic transmission and any such signature page shall be deemed an original.

6. **Captions.** The section and paragraph headings or captions appearing in this Bill of Sale are for convenience only, are not a part of this Bill of Sale, and are not to be considered in interpreting this Bill of Sale.

7. **Governing Law.** THIS BILL OF SALE, ALL TRANSACTIONS CONTEMPLATED HEREIN, AND THE ADJUDICATION AND THE ENFORCEMENT THEREOF, SHALL BE GOVERNED BY AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF INDIANA. Grantor hereby submits to the jurisdiction of any State or Federal court sitting in Lake County, Indiana, over any suit, action or proceeding arising out of or relating to this Bill of Sale. Grantor hereby agrees that service of any process, summons, notice or document by U.S. registered mail addressed to it at the address set forth in the Agreement shall be effective service of process for any action, suit or proceeding brought against it in any such court. Grantor hereby irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Grantor agrees that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon it and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon such judgment.

8. **Binding Effect; Parties in Interest.** This Bill of Sale shall be binding upon the undersigned party, and shall inure to the benefit of the Grantee, and their respective legal representatives, successors, and assigns. Nothing in this Bill of Sale is intended to confer, expressly or by implication, upon any other person any rights or remedies under or by reason of this Bill of Sale.

The undersigned has executed this Bill of Sale as of the date first set forth above.

GRANTOR:

CAL TESTING SERVICES, INC.

By: 

Lawrence R. Kondrat, President

SETTLEMENT STATEMENT

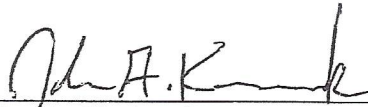
RE: Asset Purchase Agreement  
Cal Testing Services, Inc., Seller  
Yorke Pluta Fuller LLC, Buyer

TOTAL AMOUNT PAID UNDER THE AGREEMENT:  
(Wire Transfer)




By signing this Settlement Statement, the parties confirm that Cal Testing Services, Inc. has received full payment under the terms of the November 17, 2023 Asset Purchase Agreement as Amended and Restated.


Date: 3/5/24

  
\_\_\_\_\_  
John A. Korienek

Date: March 05, 2024

  
\_\_\_\_\_  
Lawrence R. Kondrat

Date: 3/5/24

  
\_\_\_\_\_  
Mitchyff C. Fuller

Date: 3/5/24

  
\_\_\_\_\_  
Joseph Pluta

**CALUMET TESTING SERVICES, INC.**  
**1945 Griffith Boulevard**  
**Griffith, IN 46319**  
**(219) 923-9800**

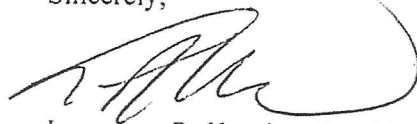
March 4, 2024

Indiana Secretary of State  
200 W. Washington St., #201  
Indianapolis, IN 46204

To Whom It May Concern:

Cal Testing Services, Inc., hereby having reserved the right to use the name, "Calumet Testing Services" consents to the use of the doing business as name of "Calumet Testing Services" by Yorke Pluta Fuller LLC.

Sincerely,



Lawrence R. Kondrat, President  
Calumet Testing Services, Inc.

**CALUMET TESTING SERVICES, INC.**  
**1945 Griffith Boulevard**  
**Griffith, IN 46319**  
**(219) 923-9800**

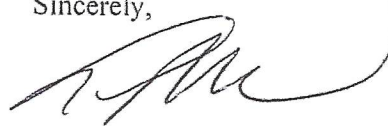
March 4, 2024

Illinois Secretary of State  
213 State Capitol  
Springfield, IL 62756

To Whom It May Concern:

Cal Testing Services, Inc., hereby having reserved the right to use the name, "Calumet Testing Services" consents to the use of the doing business as name of "Calumet Testing Services" by Yorke Pluta Fuller LLC.

Sincerely,



Lawrence R. Kondrat, President  
Calumet Testing Services, Inc.

## Martha Pavon

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**From:** Sara Forster  
**Sent:** Wednesday, March 6, 2024 9:20 AM  
**To:** Martha Pavon  
**Cc:** Tammy Tomczak  
**Subject:** FW: Additional Information 4 to Yorke Fuller Pluta, LLC d/b/a Calumet Testing Services, NRC License No. 13-16347-01, CN 637961  
**Attachments:** NRC Notice of Completion of Transaction.pdf

Good morning, Martha:

Could you please add this letter to ADAMS. This is the fourth (and hopefully final) additional information letter for the referenced action. The second additional information letter was added to ADAMS in February; the first and third additional information letters are being forwarded to you today, in separate emails.

Thank you!

*Sara*

Sara Forster  
U.S. NRC  
630-829-9892  
sara.forster@nrc.gov

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**From:** Mitchyll Fuller <mfuller@calumettesting.com>  
**Sent:** Wednesday, March 6, 2024 6:38 AM  
**To:** Sara Forster <Sara.Forster@nrc.gov>  
**Subject:** [External\_Sender] Notice of Completion of Purchase - Calumet Testing Services

Good morning, Sara,

Please see the attached notice of completion of purchase of Calumet Testing Services. Please let me know if you need anything else or have any questions.

Thank you!

Mitchyll Fuller  
Calumet Testing Services  
(219) 923-9800