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UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Edith Ramirez, Chairwoman**
Maureen K. Ohlhausen
Terrell McSweeny

In the Matter of	)	
	)	**Docket No. C-4590**
Mylan N.V.,	)	
a corporation.	)	

ORDER TO MAINTAIN ASSETS

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed acquisition by Respondent Mylan N.V. ("Mylan" or "Respondent") of Meda AB, and Respondent having been furnished thereafter with a copy of a draft of the Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondent with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondent, its attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission by Respondent of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined to accept the executed Consent Agreement and to place such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby issues its Complaint, makes the following jurisdictional findings and issues this Order to Maintain Assets:

1. Respondent Mylan N.V. is a corporation organized, existing, and doing business under and by virtue of the laws of the Netherlands. Its principal executive offices are located at Building 4, Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL109UL, England, and its United States address for service of process in this matter is as follows: Corporate Secretary, 1000 Mylan Boulevard, Canonsburg,

Pennsylvania, 15317. Mylan Pharmaceuticals Inc., a corporation organized, existing and doing business under and by virtue of the laws of West Virginia, is a wholly-owned subsidiary of Mylan N.V. with its offices at 781 Chestnut Ridge Road, Morgantown, WV 26505.

2. Meda AB is a corporation organized, existing, and doing business under and by virtue of the laws of Sweden with its principal executive offices located at Box 906, SE-170 09 Solna, Sweden.

3. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondent, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order to Maintain Assets, the following definitions and the definitions used in the Consent Agreement and the proposed Decision and Order (and when made final and effective, the Decision and Order), which are incorporated herein by reference and made a part hereof, shall apply:

A. "Mylan" or "Respondent" means Mylan N.V., its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Mylan N.V. (including but not limited to Mylan Pharmaceuticals Inc.) and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. After the Acquisition, Mylan shall include Meda AB.

B. "Commission" means the Federal Trade Commission.

C. "Decision and Order" means the

1. Proposed Decision and Order contained in the Consent Agreement in this matter until the issuance of a final and effective Decision and Order by the Commission; and

2. Final Decision and Order issued by the Commission following the issuance and service of a final Decision and Order by the Commission in this matter.

D. "Felbamate Products Business" means the Business of the Respondent within the Geographic Territory specified in the Decision and Order related to the Felbamate Products to the extent that such Business is owned, controlled, or managed by the Respondent and the assets related to such Business to the extent such assets are owned by, controlled by, managed by, or licensed to, the Respondent.

E. "Meda" means Meda AB or any of Meda AB's subsidiaries.

F. "Monitor" means any monitor appointed pursuant to Paragraph III of this Order or Paragraph V of the Decision and Order.

G. "Transition Period" means the period beginning on the date this Order to Maintain Assets is issued and ending on the earlier of the following dates: (i) the date on which the Felbamate Acquirer directs the Respondent to cease the marketing, distribution, and sale of the Felbamate Products; (ii) the date on which the Felbamate Acquirer commences the marketing, distribution, and sale of the Felbamate Products; or (iii) the date four (4) months after the Felbamate Closing Date.

H. "Orders" means the Decision and Order and this Order to Maintain Assets.

II.

IT IS FURTHER ORDERED that

A. Until Respondent fully transfers and delivers the Felbamate Product Assets to the Felbamate Acquirer, Respondent shall take such actions as are necessary to maintain the full economic viability, marketability and competitiveness of the Felbamate Products Business, to minimize any risk of loss of competitive potential for that Business and to prevent the destruction, removal, wasting, deterioration, or impairment of the Felbamate Product Assets except for ordinary wear and tear. Respondent shall not sell, transfer, encumber, or otherwise impair the Felbamate Product Assets (other than in the manner prescribed in the Decision and Order), nor take any action that lessens the full economic viability, marketability, or competitiveness of the Felbamate Products Business.

B. Until Respondent fully transfers and delivers the Felbamate Product Assets to the Felbamate Acquirer, Respondent shall maintain the operations of the Felbamate Products Business in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance of the assets of such business) and/or as may be necessary to preserve the full economic marketability, viability, and competitiveness of the Felbamate Products Business and shall use its best efforts to preserve the existing relationships with the following: suppliers; vendors and distributors; High Volume Accounts; end-use customers; Agencies; employees; and others having business relations with the Felbamate Products Business. Respondent's responsibilities shall include, but are not limited to, the following:

1. providing the Felbamate Products Business with sufficient working capital to operate at least at current rates of operation, to meet all capital calls with respect to such business and to carry on, at least at their scheduled pace, all capital projects, business plans and promotional activities for the Felbamate Product Business;

2. continuing, at least at their scheduled pace, any additional expenditures for the Felbamate Products Business authorized prior to the date the Consent Agreement was signed by Respondent including, but not limited to, all research, Development, manufacturing, distribution, marketing and sales expenditures;

3. providing such resources as may be necessary to respond to competition against each of the Felbamate Products and/or to prevent any diminution in sales of each of the Felbamate Products during and after the Acquisition process and prior to

the complete transfer and delivery of the related Felbamate Product Assets to the Felbamate Acquirer;

4. providing such resources as may be necessary to maintain the competitive strength and positioning of each of the Felbamate Products at the related High Volume Accounts;

5. making available for use by the Felbamate Products Business funds sufficient to perform all routine maintenance and all other maintenance as may be necessary to, and all replacements of, the assets related to the Felbamate Products Business; and

6. providing such support services to the Felbamate Products Business as were being provided to the Business by Respondent as of the date the Consent Agreement was signed by Respondent.

C. Until Respondent fully transfers and delivers the Felbamate Product Assets to the Felbamate Acquirer, Respondent shall maintain a work force that is (i) at least as large in size (as measured in full time equivalents) as, and (ii) comparable in training, and expertise to, what has been associated with the Felbamate Products for the last fiscal year.

D. Respondent shall deliver to the Acquirer the following information regarding each Felbamate Product Core Employee no later than ten (10) days after such information is requested by either the Acquirer or staff of the Commission:

1. direct contact information for the employee, including telephone number;

2. the date of hire and effective service date;

3. job title or position held;

4. a specific description of the employee's responsibilities related to the Felbamate Products; provided, however, in lieu of this description, the Respondent may provide the employee's most recent performance appraisal;

5. the base salary or current wages;

6. the most recent bonus paid, aggregate annual compensation for the relevant Respondent's last fiscal year, and current target or guaranteed bonus, if any;

7. employment status (i.e., active or on leave or disability; full-time or part-time);

8. all other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and

9. at the Acquirer's option, a copy of all applicable employee benefit plans and summary plan descriptions (if any),

provided that, the provision of such information may be conditioned upon the Acquirer's written confirmation that it will (i) treat the information as confidential and, more specifically, (ii) use the information solely in connection with considering whether to provide, or providing to a Felbamate Product Core Employee the opportunity to enter into employment contracts during the Felbamate Product Core Employee Access Period, and (iii) restrict access to the information to the Acquirer's employees or representatives

who need such access in connection with the specified and permitted use.

E. For a period of twelve (12) months after the Felbamate Closing Date, Respondent shall

1. provide Acquirer or its Manufacturing Designee with the opportunity to enter into employment contracts with the Felbamate Product Core Employees. This period is hereinafter referred to as the "Felbamate Product Core Employee Access Period";

2. not interfere with the hiring or employing by the Felbamate Acquirer or its Manufacturing Designee of the Felbamate Product Core Employees, and remove any impediments within the control of Respondent that may deter these employees from accepting employment with that Acquirer or its Manufacturing Designee, including, but not limited to, any non-compete or nondisclosure provision of employment with respect to a Felbamate Product or other contracts with Respondent that would affect the ability or incentive of those individuals to be employed by the Felbamate Acquirer or its Manufacturing Designee;

3. not make any counteroffer to any Felbamate Product Core Employee who has received a written offer of employment from the Felbamate Acquirer or its Manufacturing Designee; and

4. directly or indirectly, solicit or otherwise attempt to induce any employee of the Acquirer or its Manufacturing Designee with any amount of responsibility related to a Felbamate Product ("Covered Employee") to terminate his or her employment relationship with the Acquirer or its Manufacturing Designee, or hire such Covered Employee;

   provided, however, Respondent may hire any former Covered Employee whose employment has been terminated by the Acquirer or its Manufacturing Designee or who independently applies for employment with Respondent, as long as such employee was not solicited in violation of the terms of the Order, and

   provided further, that Respondent may advertise for employees in newspapers, trade publications, or other media not targeted specifically at Covered Employees; or hire a Covered Employee who contacts Respondent on his or her own initiative without any direct or indirect solicitation or encouragement from Respondent;

Failure by Respondent to provide any information requested in Paragraph II.D above within the time provided therein shall extend the time period in this Paragraph II.E in an amount equal to the delay.

F. Until the Felbamate Closing Date, Respondent shall provide all Felbamate Product Core Employees with reasonable financial incentives to continue in their positions and to research, Develop, manufacture, and/or market the Felbamate Products consistent with past practices and/or as may be necessary to preserve the marketability, viability, and competitiveness of the Business related to the Felbamate Products and to ensure successful execution of the pre-Acquisition plans for the Felbamate Products. Such incentives shall include a continuation of all employee compensation and benefits offered

by Respondent until the Divestiture Closing Date for the Felbamate Product Assets has occurred, including regularly scheduled raises, bonuses, and vesting of pension benefits (as permitted by Law).

G. During the Transition Period, Respondent, in consultation with the Felbamate Acquirer, for the purposes of ensuring an orderly marketing and distribution transition, shall:

1. develop and implement a detailed transition plan to ensure that the commencement of the marketing, distribution and sale the Felbamate Products by the Felbamate Acquirer is not delayed or impaired by the Respondent;

2. designate employees of Respondent knowledgeable about the marketing, distribution and sale of the Felbamate Products who will be responsible for communicating directly with the Felbamate Acquirer, and the Monitor, for the purposes of assisting in the transfer of the Felbamate Products Business to the Felbamate Acquirer;

3. maintain and manage inventory levels of each Felbamate Product in consideration of the marketing and distribution transition to the Felbamate Acquirer;

4. continue to market, distribute and sell the Felbamate Products in the United States;

5. beginning on the Acquisition Date, allow the Felbamate Acquirer access at reasonable business hours to all Confidential Business Information related to the Felbamate Products and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files directly related to the Felbamate Products that contain such Confidential Business Information pending the completed delivery of such Confidential Business Information to the Felbamate Acquirer;

6. beginning on the Acquisition Date, provide the Felbamate Acquirer with a listing of inventory levels (weeks of supply) for each customer (i.e., retailer, group purchasing organization, wholesaler or distributor) on a regular basis and in a timely manner;

7. beginning on the Acquisition Date, provide the Felbamate Acquirer with anticipated reorder dates for each customer on a regular basis and in a timely manner; and

8. establish projected time lines for accomplishing all tasks necessary to effect the marketing and distribution transition to the Felbamate Acquirer in an efficient and timely manner.

H. Respondent shall:

1. pending complete delivery of all Felbamate Confidential Business Information provide the Felbamate Acquirer and the Monitor with access to the Felbamate Confidential Business Information and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files that contain Felbamate Confidential Business Information and facilitating delivery of the Felbamate Confidential Business Information in a manner

consistent with this Order;

2. on or before the Felbamate Closing Date, and as a condition of continued employment, require that each employee whose responsibilities (in whole or part) include sales or marketing and who has or may have had access to Felbamate Confidential Business Information, and the direct supervisor(s) of each such employee, sign a confidentiality agreement pursuant to which the employee is required to maintain the confidentiality of the Felbamate Confidential Business Information and not disclose it to other employees, executives, or other personnel of the Respondent (other than as necessary to comply with the requirements of this Order). Respondent shall maintain complete records of signed confidentiality agreements at Respondent's registered office within the United States and shall provide an officer's certification to the Commission affirming that all confidentiality agreements have been signed; and

3. not later than thirty (30) days after the Felbamate Closing Date, provide written notification of the restrictions on the use and disclosure of Felbamate Confidential Business Information to all of its employees who may be in possession of or have access to Felbamate Confidential Business Information. Respondent shall give the above-described notification by email with return receipt requested or similar transmission, and keep a file of those receipts for one (1) year after the Felbamate Closing Date. Respondent shall provide a copy of the notification to the Felbamate Acquirer. Respondent shall maintain complete records of all such notifications at Respondent's registered office within the United States and shall provide an officer's certification to the Commission affirming the implementation of, and compliance with, the acknowledgement program. Respondent shall provide the Felbamate Acquirer with copies of all certifications, notifications, and reminders sent to Respondent's personnel.

I. Respondent shall:

1. pending complete delivery of all Carisoprodol Confidential Business Information to Indicus, provide Indicus and the Monitor with access to the Carisoprodol Confidential Business Information and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files that contain Carisoprodol Confidential Business Information and facilitating delivery of the Carisoprodol Confidential Business Information in a manner consistent with this Order;

2. on or before the Carisoprodol Closing Date, and as a condition of continued employment, require that each employee whose responsibilities (in whole or part) include sales or marketing and who has or may have had access to Carisoprodol Confidential Business Information, and the direct supervisor(s) of each such employee, sign a confidentiality agreement pursuant to which the employee is required to maintain the confidentiality of the Carisoprodol Confidential Business Information and not disclose it to other employees, executives, or other personnel of the Respondent (other than as necessary to comply with the requirements of this Order). Respondent shall maintain complete records of signed confidentiality agreements at Respondent's registered office within the United States and shall

provide an officer's certification to the Commission affirming that all confidentiality agreements have been signed;

3. not later than thirty (30) days after the Carisoprodol Closing Date, provide written notification of the restrictions on the use and disclosure of Carisoprodol Confidential Business Information to all of its employees who may be in possession of, or have access to Carisoprodol Confidential Business Information. Respondent shall give the above-described notification by e mail with return receipt requested or similar transmission, and keep a file of those receipts for one (1) year after the Carisoprodol Closing Date. Respondent shall provide a copy of the notification to the Carisoprodol Acquirer. Respondent shall maintain complete records of all such notifications at Respondent's registered office within the United States and shall provide an officer's certification to the Commission affirming the implementation of, and compliance with, the acknowledgement program. Respondent shall provide the Carisoprodol Acquirer with copies of all certifications, notifications, and reminders sent to Respondent's personnel.

J. Respondent shall not

1. use, directly or indirectly, any Confidential Business Information related to a Divestiture Product other than as necessary to comply with the requirements of this Order, Respondent's obligations to each respective Acquirer under the terms of any related Remedial Agreement, or applicable Law;

2. not disclose or convey any Confidential Business Information related to a Divestiture Product, directly or indirectly, to any Person except (i) the Acquirer of the relevant Divestiture Product, (ii) other Persons specifically authorized by the Acquirer to receive such information, (iii) the Commission, or (iv) the Monitor (if any has been appointed); and

3. not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information related to the marketing or sales of a Divestiture Product to the marketing or sales employees associated with the Business related to those Retained Products that are the Therapeutic Equivalent of the Divestiture Product.

K. The purpose of this Order to Maintain Assets is to maintain the full economic viability, marketability and competitiveness of the Felbamate Product Business within the Geographic Territory through its full transfer and delivery to an Acquirer, to maintain the confidentiality of the Confidential Business Information related to the Divestiture Products, and to minimize any risk of loss of competitive potential for the Felbamate Product Business within the Geographic Territory, and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the Divestiture Product Assets except for ordinary wear and tear.

III.

IT IS FURTHER ORDERED that:

A. The Commission may appoint a monitor or monitors ("Monitor") to assure that Respondent expeditiously complies with all obligations and performs all responsibilities required by this Order, the Order to Maintain Assets and the Remedial Agreements. The Monitor shall serve, without bond or other security, at the expense of Respondent, on such reasonable and customary terms and conditions to which the Monitor and Respondent agree and that the Commission approves.

B. The Commission appoints F. William Rahe of Quantic Regulatory Services, LLC as a Monitor and approves the agreement between Quantic Regulatory Services, LLC and Respondent, attached as Public Appendix C and Non-Public Appendix C-1 to the Decision and Order.

C. The Monitor's duties and responsibilities shall include the following:

1. The Monitor shall act in a fiduciary capacity for the benefit of the Commission;

2. The Monitor shall have the power and authority to monitor Respondent's compliance with the divestiture and asset maintenance obligations and related requirements of the Order, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of the Order and in consultation with the Commission;

3. The Monitor shall have authority to employ, at the expense of Respondent, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities; and

4. The Monitor shall evaluate the reports submitted to the Commission by any Respondent pursuant to this Order, the Decision and Order, and the Consent Agreement, and within thirty (30) days from the date the Monitor receives a report, report in writing to the Commission concerning a) the performance by the submitting Respondent of its obligations under the Order, and b) the progress by the Felbamate Acquirer (or its Manufacturing Designee) toward obtaining FDA approval to manufacture (independently of Respondent) each Felbamate Product and the ability to manufacture each Felbamate Product in commercial quantities, in a manner consistent with cGMP.

D. Respondent shall grant and transfer to the Monitor, and such Monitor shall have, all rights, powers, and authority necessary to carry out the Monitor's duties and responsibilities, including, but not limited to, the following:

1. Respondent shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses

result from gross negligence, willful or wanton acts, or bad faith by the Monitor;

2. Respondent shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor Respondent's compliance with the Orders;

3. Subject to any demonstrated legally recognized privilege, the Respondent shall provide the Monitor with full and complete access to Respondent's personnel, books, documents, records kept in the ordinary course of business, facilities, and technical information, and such other relevant information as the Monitor may reasonably request, related to Respondent's compliance with its obligations under the Orders, including, but not limited to, its obligations related to the relevant assets; and

4. Respondent shall deliver to the Monitor a copy of each report submitted to the Commission pursuant to this Order, the Decision and Order, or the Consent Agreement.

E. Respondent may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement; however such agreement shall not limit the ability of the Monitor to provide information to the Commission without the consent of Respondent.

F. The Commission may, among other things, require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement related to Respondent's materials and information received in connection with the performance of the Monitor's duties,

provided, however, that such agreement shall not restrict the Monitor from providing any information to the Commission or require the Monitor to report to the Respondent the substance of communications to or from the Commission or the Acquirer.

G. The Commission may on its own initiative, or at the request of the Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Orders.

H. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor. The Commission shall select the substitute Monitor, subject to the consent of Respondent, which consent shall not be unreasonably withheld. If Respondent has not opposed, in writing, including the reasons for opposing, the selection of any proposed substitute Monitor within ten (10) days after notice by the staff of the Commission to Respondent of the identity of any proposed substitute Monitor, Respondent shall be deemed to have consented to the selection of the proposed substitute Monitor.

I. The Monitor appointed pursuant to this Order may be the same Person appointed as a Divestiture Trustee pursuant to the relevant provisions of the Decision and Order.

J. The Monitor shall serve until the later of a) the completion of the divestitures of the Carisoprodol Product Assets and the Felbamate Product Assets, including the transfer and delivery of the related Product Manufacturing Technology; b) the date the Felbamate

Acquirer (or its Manufacturing Designee) is approved by the FDA to manufacture and sell that Divestiture Product and is able to manufacture final finished Felbamate Products in commercial quantities, in a manner consistent with cGMP, independently of Respondent; c) the date the Felbamate Acquirer notifies the Commission and Respondent of its intention to abandon its efforts to manufacture the Felbamate Products; d) the date of written notification from staff of the Commission that the Monitor, in consultation with staff of the Commission, has determined that the Felbamate Acquirer has abandoned its efforts to manufacture the Felbamate Products; or e) five (5) years.

IV.

IT IS FURTHER ORDERED that:

A. Respondent shall submit to the Commission and to the Monitor verified written reports within thirty (30) days after the date this Order to Maintain Assets is issued by the Commission and every sixty (60) days thereafter until Respondent has fully complied with this Order to Maintain Assets and Paragraphs II and III of the Decision and Order, setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with the Orders. Respondent shall include in its reports, among other things that are required from time to time, a full description of the efforts being made to comply with the relevant paragraphs of the Orders, including:

1. a detailed description of all substantive contacts, negotiations, or recommendations related to (i) the divestiture and transfer of all relevant assets and rights, (ii) transitional services being provided by the Respondent to the relevant Acquirer, and (iii) the agreement(s) to Contract Manufacture; and

2. a detailed description of the timing for the completion of such obligations;

provided, however, that, after the Decision and Order in this matter becomes final and effective, the reports due under this Order to Maintain Assets may be consolidated with, and submitted to the Commission at the same time as, the reports required to be submitted by Respondent pursuant to Paragraph IX of the Decision and Order.

V.

IT IS FURTHER ORDERED that Respondent shall notify the Commission at least thirty (30) days prior to:

A. any proposed dissolution of the Respondent;

B. any proposed acquisition, merger, or consolidation of the Respondent; or

C. any other change in the Respondent including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

VI.

IT IS FURTHER ORDERED that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days' notice to the Respondent made to its principal United States offices, registered office of its United States subsidiary, or its headquarters address, the Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

1. Access, during business office hours of the Respondent and in the presence of counsel, to all facilities and access to inspect and copy all business and other records and all documentary material and or electronically stored information as defined in Rule 2.7(a)(1) and (2), 16 C.F.R. § 2.7(a)(1) and (2), books, ledgers, accounts, correspondence, memoranda and all other records and documents (in whatever form such records and documents are kept) in the possession or under the control of the Respondent related to compliance with this Order, which copying services shall be provided by the Respondent at the request of the authorized representative(s) of the Commission and at the expense of the Respondent; and

2. To interview officers, directors, or employees of the Respondent, who may have counsel present, regarding such matters.

VII.

IT IS FURTHER ORDERED that

A. The Order to Maintain Assets shall terminate as of

1. the later of the following dates:

a) three (3) days after the Commission withdraws its acceptance of the Consent Agreement pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. §2.34,

b) the day after the later of (i) divestiture of all the Felbamate Product Assets, as required and described in the Decision and Order, or the (ii) delivery of the Carisoprodol Confidential Business Information, as required by and described in the Decision and Order, or

c) the day after the Product Manufacturing Technology related to the Felbamate Products has been provided to the Felbamate Acquirer in a manner consistent with the Technology Transfer Standards and the Monitor, in consultation with Commission staff and the Felbamate Acquirer, notifies the Commission that all assignments, conveyances, deliveries, grants, licenses, transactions, transfers, and other transactions related to the provision of the Product Manufacturing Technology are complete;

2. the day after Respondent provides written notice to the Commission that the Acquisition will not be consummated; or

3. the day the Commission otherwise directs that this Order to Maintain Assets is terminated.

By the Commission.

Donald S. Clark
Secretary

ISSUED: July 26, 2016