

Complaint

IN THE MATTER OF

**DARYL C. JENKS,
D/B/A PREMIUM ESSIAC TEA 4LESS**CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS
OF SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT

*Docket C-4239; File No. 082 3116
Complaint, October 23, 2008 – Decision, October 23, 2008*

This consent order concerns the advertising and promotion of Premium Essiac Tea. The respondent claimed that Premium Essiac Tea was effective in treating, preventing, or curing cancer and other serious diseases, without a reasonable basis for this claim. The order requires the respondent to have competent and reliable scientific evidence substantiating any claim that any covered product or service is effective in the treatment, cure, or prevention of any disease or condition, or is superior to other similar products or services. The order requires that any future claim about the absolute or comparative benefits, performance, efficacy, safety, or side effects of any covered product or service be truthful and supported by competent and reliable scientific evidence. The order prohibits the misrepresentation of the results of any test, study, or research in connection with the advertising, promotion, or sale of any covered product or service. The order does not prohibit the respondent from making representations for any drug that are permitted by the Food and Drug Administration. The order requires the respondent to provide a list of all purchasers of Premium Essiac Tea to the Commission and to mail each purchaser a letter describing the scientific evidence related to essiac tea. The order prohibits the respondent from providing any identifying information about his purchasers to anyone other than a law enforcement agency or as required by law. Other provisions require the respondent to keep copies of relevant advertisements and materials that substantiate claims made in the advertisements; to provide copies of the order to certain of his employees; to notify the Commission of any changes in employment that might affect compliance obligations under the order; and to file compliance reports with the Commission.

Participants

For the *Commission*: *Loretta Kraus* and *Michael Milgrom*

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For the *Respondent*: *Josh Ard, Law Offices of Josh Ard.*

COMPLAINT

The Federal Trade Commission, having reason to believe that Daryl C. Jenks, individually and d/b/a Premium Essiac Tea 4less (“respondent”), has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Daryl C. Jenks is a resident of Michigan. His principal office or place of business is 4245 Sundance Meadows, Howell, Michigan 48843. Individually or in concert with others, he formulates, directs, or controls the policies, acts, or practices of the business operating under the trade name “Premium Essiac Tea 4less.”

2. Respondent has labeled, advertised, offered for sale, sold, and distributed products to the public, including Premium Essiac Tea. Premium Essiac Tea is a “food” or “drug,” within the meaning of Sections 12 and 15 of the Federal Trade Commission Act.

3. The acts and practices of respondent alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act.

4. Respondent has disseminated or has caused to be disseminated, via the Internet among other means, advertisements for Premium Essiac Tea, including but not necessarily limited to the attached Exhibits A through G. These advertisements contain the following statements and depictions:

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a. **The Powerful Benefits of this Gentle Organic Essiac Formula Can be Yours, RISK FREE!**

Your number one concern when shopping for essiac is to trust you are receiving your product from a source which is credible. The second most important aspect is the effectiveness of each individual formula sold by each individual company. We are a credible source and clinical trials have proven that the essiac sold at this website is the most effective formula available.

Brief History

Rene Caisse was introduced to doctors at the Bruschi Medical Center in Cambridge, Massachusetts in 1958. Rene Caisse, under the supervision of 18 doctors, performed a series of treatments on terminally ill cancer patients. Dr Charles Bruschi, John F Kennedy's personal physician, was Rene Caisse's mentor during this time. Dr Bruschi took a great interest in Rene Caisse's ancient tonic as a traditional form of healing.

The eight herb formula had results consistently better than all others during these eight years of trials. The positive results from the trials included cessation of pain, an overall feeling of wellbeing, improved sleep, increased appetite and energy, a decrease of nodular masses and a prolongation of life.

Disclaimer: The statements regarding essiac tea have not been evaluated by the Food and Drug Administration. We cannot claim that this product is a cure, prevents disease or has beneficial medicinal properties. The information on this website or in emails is designed for educational purposes only. It is not intended to be a substitute for informed medical

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advice or care. You should not use this information to diagnose or treat any health problems or illnesses. Consult your physician before starting any medical treatment.

Benefits of Essiac Tea Include a Boosted Immune System and Detoxification.

People from all over the world have realized the benefits of essiac tea.

Relapse prevention for cancer patients never ends.

Possibly the relapse prevention necessary for cancer survivors.

An alternative cancer treatment used by many is essiac.

An alternative cancer treatment many patients seek. Conventional and alternative treatment together make potent partners. . . .

Excerpts from Exhibit A, advertisement on home page of *premium-essiac-tea-4less.com* [*www.premium-essiac-tea-4less.com/index.html*].

b. Essiac Order Guide

The first step in choosing how much essiac you need is to answer the following question:

1. Do you have, or do you suspect you have, cancer or another major health problem?

If your answer is yes, we recommend that you take the **aggressive dose** (9 oz. of tea per day). If your answer is no, we recommend that you take the **maintenance dose** (3 oz. of tea per day). Click on the appropriate

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link (aggressive or maintenance dose) above to learn more about Essiac Tea Dosage Recommendations.

Excerpt from Exhibit B, advertisement on linked web page of *premium-essiac-tea-4less.com* [*www.premium-essiac-tea-4less.com/ordering-essiac.html*].

c. Essiac Tea FAQ and Premium Essiac Tea 4less Information.

What are the benefits of using essiac?

Essiac tea's primary actions are to cleanse the body of impurities, restore energy levels, remove heavy metals and rebuild the immune system. These actions help restore the body to a level where it is able to use its own resources to defeat an illness. In other words, essiac rebuilds the immune system and improves the illness-defeating ability of the body so that the body can rid itself of the illness. For a list of possible benefits from essiac tea, please visit: **Essiac Tea Benefits**.

Is essiac able to cure cancer or other serious illnesses?

We cannot legally claim essiac is a cancer cure or a cure for any other disease. However, due to the beneficial properties of essiac tea listed above, many people who take essiac report a stronger immune system and increased health and well-being. With all of these positive improvements essiac tea causes in the body, the body becomes much better equipped to rid itself of disease. **(Essiac is not a drug and is therefore not able to be FDA approved as a proven treatment).**

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Am I able to take essiac while receiving chemotherapy and/or radiation therapy?

Yes. Essiac has a tendency to improve a person's quality of life while receiving chemotherapy and/or radiation. However, chemotherapy and radiation therapy can destroy the chemicals and compounds of essiac tea diminishing the effects of essiac tea. To accommodate for this decrease in effective of the essiac, we recommend consuming the aggressive PLUS dose of 6 oz. of tea three times per day, rather than the regular aggressive dose of 3 oz. of tea three times per day. From our experience and experimentation, we've found that people on chemotherapy and radiation therapy tend to have best results taking 6 oz. three times per day. However, some have remained on 3 oz. three times per day and also had good results. Personally, if we had a loved one taking chemotherapy and/or radiation therapy, we would recommend 6 oz. three times per day to be on the safe side.

Am I able to take essiac with other types of treatments?

Yes, essiac is able to be taken with all types of treatments, alternative and traditional. Essiac will work in a complementary fashion with other types of treatments compounding the positive health effects. You are advised to consult with your practitioner. If you are concerned, ease into your essiac tea usage gradually, taking 2 or 1/3 of the full dose at first.

When will I notice the benefits of taking essiac?

This varies from individual to individual. Some people notice an increased sense of health, well-being and energy just days after starting essiac tea. It takes others weeks or even months to notice a tangible benefit. But,

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for most people, an improvement in general health and well-being is experienced after one to two weeks if taking essiac tea regularly. Follow our **essiac dosage recommendations** for at least 5 months if you have cancerous tumors.

What diseases/medical conditions are treated with essiac?

Cancerous tumors, diabetes, leukemia, liver problems, high blood pressure, kidney ailments, high cholesterol, chronic pain, chronic fatigue, and hepatitis C are some of the more common diseases/medical conditions treated with essiac.

Why should I choose the eight herb essiac formula over the four herb formula?

There are several reasons for choosing the eight herb formula instead of the four herb formula. One reason is watercress. An important property of watercress is its cleansing ability. Watercress removes a residual component of sheep sorrel break down called oxalic acid. Oxalic acid will form stones (Kidney stones, etc) within the body. Without watercress, stone formation can happen in individuals who are susceptible. The four herb formula doesn't have watercress but does have sheep sorrel. Secondly, red clover and blessed thistle both have proven anti-cancer properties. These herbs give the eight herb formula a cancer fighting advantage over the four herb formula. Thirdly, kelp is full of vitamins, minerals and other nutrients. Kelp is a strong immune system booster. Kelp is found only in the eight herb formula. Fourthly, four herb essiac was designed to have one of the herbs injected. If you are taking essiac as a tea and not injecting one of the herbs, it won't be as effective. Finally, while four herb

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essiac is targeted for liver detoxification, eight herb essiac results in liver and colon detoxification for a more complete detoxification. To read more about the merits of eight herb essiac and the history behind it, please visit:

Excerpts from Exhibit C, advertisement on linked web page of *premium-essiac-tea-4less.com* [www.premium-essiac-tea-4less.com/essiac-tea-faq.html].

d. Essiac Testimonials from People with Truly Amazing Testimony.

A handful of our many essiac testimonials from people using our eight herb essiac can be found here:

April 9, 2005

“Essiac tea is amazing. Let me tell you about my mother who has (or had) colon cancer. She is elderly and the doctors warned that she might not survive an operation to try and remove the tumors. We agreed that we would rather have her enjoy her last years as much as possible, living with us etc. rather than be in a hospital trying to recover from invasive surgery. We were on the fence about chemo but decided against it for the time being.

We began giving her essiac tea last November, and we noticed that she seemed happier and more energetic almost right away. However, it wasn't until February that we noticed some dark substance coming from her colon. At first it seemed to be stuck to her skin but after a few days it began falling off on its own while she was bathing. When we went back for testing the

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doctors said the tumors seemed to be gone. Amazing. My mother continues to take essiac at maintenance dose, and actually the whole family is on it now because cancer runs in our family. Essiac is truly heaven-sent. Please add my account to your cancer testimonials page so that others will know how well it has worked for us.”

March 31, 2005

“I have cancer and I need to order some more essiac tea. I need essiac sent to me as soon as possible. Let me tell you what happened to me

I had become very sick with cancer last year. It got to the point that I was told I would be dead by December. I couldn't stay awake for more than a few hours at a time, and I couldn't speak clearly anymore. My tongue had swollen from the chemo.

I heard about essiac tea and tried it as a last ditch effort to save my life. I continued the chemo but added essiac tea to my regimen. I couldn't believe how quickly I noticed an increase in energy. Then my hair started growing back, both on my head and my eyelashes and such. A few months later, all my tumors were gone. My doctor said, “Whatever you're doing, keep it up, this is a miracle!”

I am religious and I believe that faith can heal. In addition, I believe the chemo and radiation helped me. However, I do not think I would be alive today if not for the essiac tea. The reason I say this is because, once my tumors were gone and I felt better, I ran out of essiac and didn't buy more. I didn't think I needed it

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anymore. Well, I was wrong. My hair started falling out and I had no energy. My platelet count is up again. This started happening a little over a month ago, a few weeks after I stopped the essiac tea. I had been meaning to get more but I kept putting it off. My friend gave me some other tea to try, he called it "miracle tea." I don't know what was in it, but it did nothing for me. It's not like essiac. Now I feel desperate: I need to get more essiac in me. I feel like crap without it and I'm worried that my tumors will come back, if they haven't already.

My doctor is worried also because I am obviously slipping. He says he can't recommend essiac (which makes me so angry!) but we both know that it's the only thing that has changed in my regimen. I recommend that everyone with cancer take essiac. I believe you should take traditional treatments like chemo in addition to essiac for best results. All I can go by is how I reacted, but it truly has been a miracle for me. Essiac tea is absolutely amazing and I feel it saved my life."

Heather

January 2005

"I'm writing because my attorney (a good friend of mine) suggested that I take essiac tea. The doctors found a growth on my skin that appears not to be cancerous, but I'm not taking any chances. He affirmed that I should use essiac containing eight herbs, not the four-herb tea that is more commonly found. He recommended that I come to this site, as you people have been very helpful and the price is right. I guess he's been pointing a lot of people your way.

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I am optimistic because my friend's wife was at one point diagnosed with stage IV pancreatic cancer that had metastasized to the liver, and now it's been five years and she is alive and well. Granted, she was on chemotherapy at the same time she took the essiac. She began the chemo December 1999 and the essiac in February 2000. By April 2000 her condition had become stable, which was realistically the best they could hope for at the time.

She continues to maintain relatively good health and although the tumors are still present, her condition is definitely stable and she generally feels well. Her husband switched to your eight-herb essiac when he found your website last month. He says that your herbs seem to be fresher than any he's received before and his wife feels better than ever. I'm looking forward to trying the tea and hope it can do for me what it appears to be doing for so many others. At this point in my life (45) I am well aware of the need for preventive treatment, even if I am "healthy" for the time being."

**Christine L.,
Nevada**

Excerpts from Exhibit D, advertisement on linked web page of *premium-essiac-tea-4less.com* [www.premium-essiac-tea-4less.com/essiac-testimonials.html].

e. This Essiac Tea Formula is Comprised of the Perfect Balance of the Following Eight Herbs.

The essiac tea formula from which we process our eight herb essiac is the last essiac tea formula Dr. Charles Brusch and Rene Caisse, R.N., researched and tested before the time of Rene Caisse's death. They

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worked together for many years attempting to incorporate additional herbs in with the original four essiac herbs in a ratio that would achieve optimal effectiveness. This research and patient testing was done at the Brusck Medical Center in Cambridge, Massachusetts on terminal cancer patients.

Rene Caisse's original four herb essiac was used by ill patients, often times terminal cancer patients, with positive results. This original formula consisted of burdock root, sheep sorrel, slippery elm bark and Turkey rhubarb root. Rene Caisse added four herbs, which she knew possessed amazing medicinal properties, to her original formula. These herbs had been used for years, and in some cases centuries, to heal the sick. These four herbs were blessed thistle, kelp, red clover and watercress. The medicinal properties of these herbs accomplished what Rene had set out to do. They enhanced the overall effectiveness of the original essiac tea formula making the original formula somewhat obsolete. Why use something that's good when you can use something that's great?

For an extensive overview on who Rene Caisse was and the history of essiac, click here: **[Rene Caisse and her essiac tea formula](#)**.

The exact composition of the eight herb essiac tea formula is not known to the public at large. The eight different herbs are known, but the exact ratio of each herb in the essiac tea formula is not known. This formula is kept locked away. The only people having knowledge of the formula are the people who process the essiac tea herbs. And, they have been sworn to an oath to never divulge this formula. When these eight essiac tea herbs are measured, mixed and freshly

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packaged, the way that only our company knows how, they make a superior essiac tea.

Excerpt from Exhibit E, advertisement on linked web page of *premium-essiac-tea-4less.com* [www.premium-essiac-tea-4less.com/essiac-tea-formula.html].

f. Essiac Dosage Recommendations**Seven Main Categories of Essiac Dosage Recommendations**

Child Dosage is dependant on the weight of the child and the health conditions for which essiac will be used. Check out our simplified breakdown of essiac dosage for children.

Dosage for Children

Pet Dosage is determined by the health and weight of your animal. Check out a thorough breakdown of the aggressive and maintenance dosage regimens for your cat or dog.

Pet Dosage Instructions

Aggressive Dose is recommended if you have a serious illness. This is the standard essiac dosage recommended if you have cancer, diabetes or another serious medical condition.

Aggressive Dosage Instructions

Aggressive Dose PLUS is recommended for those who are receiving chemotherapy and/or radiation therapy. This dose is also recommended for those who have been given a terminal diagnosis.

Aggressive PLUS Dosage Instructions

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Maintenance Dose is recommended for those who have overcome an illness. This dose is recommended for at least six months **AFTER** your test results have returned to normal.

Maintenance Dosage Instructions

Preventive Dose is recommended for healthy individuals. This dose is to prevent health problems, disease and illness. This dosage is especially important for those who have a family history of cancer.

Essiac Preventive Dosage

Detoxification Dose is recommended if you wish to detoxify your body. The detoxification dose is for improved health, to prevent disease and illness, or to recover from disease or illness. Detoxification regimens are typically done for a fixed period of time. But, this dose can be continued indefinitely to maintain optimal health.

Detoxification Dosage Instructions.

Excerpt from Exhibit F, advertisement on linked web page of *premium-essiac-tea-4less.com* [www.premium-essiac-tea-4less.com/essiac-dosage-recommendations.html].

g. **Is Essiac a Cure All?**

Essiac tea has been used for many decades as a cure for a wide range of illnesses and diseases. The FDA hasn't proven Essiac to have a beneficial effect as an herbal blend. However, the FDA has confirmed the eight individual essiac herbs do indeed have beneficial properties. Whether essiac tea is a cure or not according to the FDA isn't the important point. The important consideration is whether essiac tea helps a person fight an illness on a case by case basis. It may

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not help everybody, but it might help you or me on an individual basis.

The Healthy Sense Directory - An excellent source of organized health information . . . The illnesses, diseases and conditions for which essiac tea has been used by people throughout the world are more than I can list. Some of the more common ailments are AIDS and HIV, diarrhea, constipation, high blood pressure, high cholesterol, internal and external cancers, benign and malignant tumor growth, chronic pain, diabetes, arthritis, kidney and bladder problems, ulcers, liver conditions, colon complications, sinus issues, gout, pneumonia and common chest colds. People use essiac for different reasons. Some are looking for a cure for conditions such as cancer. Others are looking to strengthen their immune system as a preventative measure. Essiac can be used in a variety of ways.

Excerpt from Exhibit G, advertisement on linked web page of *premium-essiac-tea4less.com* [www.premium-essiac-tea-4less.com/Cure.html].

5. Through the means described in Paragraph 4, respondent has represented, expressly or by implication, that essiac tea is effective in the treatment or cure of cancer, HIV and AIDS, diarrhea, constipation, high blood pressure, high cholesterol, chronic pain, diabetes, arthritis, kidney and bladder problems, ulcers, liver conditions, colon complications, sinus issues, gout, hepatitis C, pneumonia and common chest colds.

6. Through the means described in Paragraph 4, respondent has represented, expressly or by implication, that he possessed and relied upon a reasonable basis that substantiated the representations set forth in Paragraph 5, at the time the representations were made.

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7. In truth and in fact, respondent did not possess and rely upon a reasonable basis that substantiated the representations set forth in Paragraph 5, at the time the representations were made. There is no reliable evidence that essiac tea is effective against any of the listed conditions. Therefore, the representation set forth in Paragraph 6 was, and is, false or misleading.

8. Through the means described in Paragraph 4, respondent has represented, expressly or by implication, that the essiac tea sold by respondent has been clinically proven to be more effective than other forms or brands of essiac tea.

9. In truth and in fact, essiac tea sold by respondent has not been clinically proven to be more effective than other forms or brands of essiac tea. Therefore, the representation set forth in Paragraph 8 was, and is, false or misleading.

10. The acts and practices of respondent as alleged in this complaint constitute unfair or deceptive acts or practices, and the making of false advertisements, in or affecting commerce in violation of Sections 5(a) and 12 of the Federal Trade Commission Act.

THEREFORE, the Federal Trade Commission, this twenty-third day of October, 2008, has issued this Complaint against respondent.

By the Commission.

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EXHIBIT A

premium essiac at an exceptional price from a website you can trust.

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Exhibit A



The Powerful Benefits of This Gentle Organic Essiac Formula Can be Yours, RISK FREE!

Your number one concern when shopping for essiac is to trust you are receiving your product from a source which is credible. The second most important aspect is the effectiveness of each individual formula sold by each individual company. We are a credible source and clinical trials have proven that the essiac sold at this website is the most effective formula available.

Trust, Exceptional Prices and Relevant Information

Welcome to premium-essiac-tea-4less.com. Our mission is to earn your trust and supply you with the highest quality essiac tea available. We will provide you with a premium product at exceptional prices. We will answer all your questions and discuss any concerns which may arise. We will work hard to ensure your experience is the best possible. We will make you happy you trusted us.



Essiac in Bulk ***Bottled essiac*** ***Essiac packets***

-----Great Deals!!!!-----

FREE Shipping on all orders over \$20.00. (USA orders only). The shipping charge for International purchases has been adjusted to reflect similar savings.

Eight ounce (8 oz) bottle of powdered herbs. \$13.99 each. Four week aggressive dosage; 12 week maintenance dosage. Bottles are unlabeled with safety closures and individually shrink wrapped for security measures. Complete directions accompany all orders.

Unlabeled 8 ounce bottles.

You will receive FREE essiac when a person you refer makes a

Home
Essiac
Refer, Order Guide
Place an Order
Essiac Tea FAQ
Essiac \$2.99 Packet
Testimonials
Essiac tea formula
Essiac Dosages
Cure
Benefits of essiac
Prevention
Cancer Alternative
Erwin Essiac
International Order
Australian Essiac
Free Essiac Referral
Homeopathic
Pet Health
Handling & Storage
Stevia Sweetener
Organic Essiac
Package \$2.99
Testimonials
Essiac Alternative
Formula of the
Cure?
Prevention
Cancer Alternative
Bests Intensive
Ingredients
Preparation
Essiac Goals
References

<http://www.premium-essiac-tea-4less.com/>

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Premium Essiac at an Exceptional Price from a Website You Can Trust.

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Exhibit A



purchase. We make it easy and inexpensive for you to share with others.

Free essiac for referrals.

Take all the one ounce packets you desire. \$2.99 each. Free shipping on the first packet. Small shipping charge on two or more packets.

Unlimited 1 oz packets (11 day supply).

Six month supply for \$69.99. Similar deals for individual packets and bottles.

Six months for \$69.99.

If you would like to view our prices and packaging options, including the five deals listed above, visit our ShopSite Store.ShopSite for Prices, Packaging Options and to Make a Purchase.

Brief History

Rene Caisse was introduced to doctors at the Brush Medical Center in Cambridge, Massachusetts in 1958. Rene Caisse, under the supervision of 18 doctors, performed a series of treatments on terminally ill cancer patients. Dr Charles Brush, John F Kennedy's personal physician, was Rene Caisse's mentor during this time. Dr Brush took a great interest in Rene Caisse's ancient tonic as a traditional form of healing.

The eight herb formula had results consistently better than all others during these eight years of trials. The positive results from the trials included cessation of pain, an overall feeling of wellbeing, improved sleep, increased appetite and energy, a decrease of nodular masses and a prolongation of life.

Premium-Essiac-Tea-4less.com

We are going to continue providing the most effective essiac tea at prices that allow all people to realize the benefits. Not only do we have the lowest prices you'll find anywhere, we have a six month, 100% money back guarantee. No questions asked. It's RISK FREE!

We take pride in our ability to deliver the most recent and relevant information to you at this website. You will find information on most every topic. If you can't find it here, you can always go straight to the source by calling or emailing us. We would love to talk with you.

Contact Daryl Toll Free @ 866-840-3389 with any questions. You can also send an email to daryl@premium-essiac-tea-4less.com.

The benefits of this herbal remedy are plentiful and indisputable. If you would like to read testimony from some of our network customers, click here: [Testimonials](#).

The Truth About Essiac

Authentic, Organic, Affordable. Essiac Myths Exposed

Essiac Tea & Capsules

Essiac Herbal Health Formula Quality Health Products, Low Prices

Ads by Google

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Premium Essiac at an Exceptional Price from a Website You Can Trust.

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Exhibit A

For an unlimited amount of websites offering information on medical conditions and treatment modalities besides those discussed in this website, click here.

[The Healthy Sense Directory](#) - An excellent source of organized health information...

[Shopping-Guide](#)

[Home Saunas and Accessories by Saunafin](#)

Home saunas are believed to produce numerous health benefits and provide a relaxing spa experience. Get one for yourself today at Saunafin.

[The Internet Web Directory](#) - The fastest growing resource for information found on the internet.

[Rikz Vitamins](#) - All you ever wanted to know about Vitamins!

[411.info: Let Us Put You In Touch](#)

[LW Cancer](#) - All about cancer!

Disclaimer: The statements regarding essiac tea have not been evaluated by the Food and Drug Administration. We cannot claim that this product is a cure, prevents disease or has beneficial medicinal properties. The information on this website or in emails is designed for educational purposes only. It is not intended to be a substitute for informed medical advice or care. You should not use this information to diagnose or treat any health problems or illnesses. Consult your physician before starting any medical treatment.

Essiac gratis, Te medicinal de hierbas de alta calidad, Distribuidor principal.

Puede verdaderamente permitirse el lujo de pasar por alto este Te Medicinal de Hierbas Essiac? Incluso puede ser GRATIS. Ademas, los beneficios del Essiac son numerosos e indiscutibles. Precios excep

Your guide to ordering essiac. What and when to order.

Ordering essiac is easy, but if you've never ordered essiac before and need assistance, you've come to the right place.

Place an Order

Premium Essiac Tea 4less. Three types of packaging options. Fresh, high quality essiac. Excellent prices.

Essiac Tea FAQ (frequently asked questions).

Essiac Tea FAQ

Try an "Essiac herbal remedies" packet for \$2.99. Eleven day supply.

We have such extreme confidence in our "Essiac herbal remedies" we give you a packet for next to nothing.

Essiac Testimonials From People Experiencing Cancer and other Medical Conditions

You have to read these essiac testimonials to see what possibilities exist.

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Premium Essiac at an exceptional price from a website you can trust.

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Exhibit A

This essiac tea formula is comprised of Eight Therapeutic herbs.
Learn about the eight different herbs comprised in this authentic essiac tea formula.

Essiac dosage recommendations are based on multiple circumstances.
Find out what essiac dosage recommendations are based.

Natural Cure, Natural Remedy, Preventative Treatment: Is Essiac the Best Choice?
Essiac has been used by many as a Natural Cure for illnesses ranging from gout to cancer.

Benefits of Essiac Tea Include a Boosted Immune System and Detoxification.
People from all over the world have realized the benefits of essiac tea.

Relapse prevention for cancer patients never ends.
Possibly the relapse prevention necessary for cancer survivors.

An alternative cancer treatment used by many is essiac.
An alternative cancer treatment many patients seek. Conventional and alternative treatment together make potent partners.

Brewing Essiac is Safe and Inexpensive. We Make Brewing Essiac Easy.
When you brew your own essiac you know the essiac is natural, pure and fresh. Plus, brewing essiac is easy.

International essiac orders are shipped throughout the world.
You'll receive your international essiac orders. We guarantee it.

An Australian essiac distributor we recommend for essiac within Australia.
If you want to order essiac and feel secure knowing you'll receive your shipment, order from an Australian Essiac Distributor at Zeolite Worldwide.

Free essiac for any person who refers a new customer.
You refer us a new customer, we give you free essiac.

Taking Essiac: A list of the TOP 10 methods.
Taking essiac on an empty stomach is best. BUT...

Feline and Canine Illness can benefit from Essiac.
Older Canine Illness Presents a Perfect Situation for Using Essiac Tea.

Essiac tea herbs need to be stored and handled properly.
The effectiveness of essiac tea herbs is directly proportional to handling and storage.

Stevia Sweetener is a Natural Sweetener; It's a Food Supplement in USA.
Stevia Sweetener has been Used by the Japanese Since 1977 as a Sugar Substitute.

Ordene essiac: la orden rápida.
Ordene essiac rapidamente via nuestro sitio web o llame nosotros tocamos

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Premium Essiac at an Exceptional Price from a Website You Can Trust.

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Exhibit A

libertamos.

**Pruebe un paquete de Remedios de hierbas essiac a \$2,99.
Suministro para once**

Tenemos una confianza tan grande en nuestros Remedios de hierbas essiac que le damos un paquete casi gratis.

Testimonios sobre el essiac brindados por personas que padecen cancer y otras en

Tiene que leer estos testimonios sobre el essiac para ver que posibilidades existen.

Tenemos la receta de te essiac autentico mas nueva y eficaz
Receta del autentico te essiac del Dr. Charles Brusch.

Ocho hierbas terapeuticas en esta formula de te essiac.
Aprenda mas sobre las ocho hierbas diferentes de nuestra formula autentica del te essiac.

Cura natural, remedio natural, tratamiento preventivo: Es Essiac la mejor elecc

Essiac ha sido utilizado por muchas personas como un remedio natural para enfermedades que van desde la gota hasta el cancer.

La prevencion de recidivas para los pacientes con cancer nunca se acaba.

El te essiac puede constituir la prevencion contra recidivas necesaria para quienes sobreviven a un cancer.

Algunas personas utilizan el essiac como tratamiento alternativo para el cancer.

El te de Essiac es un tratamiento alternativo para el cancer busqueda de muchos pacientes. El tratamiento convencional y alternativo juntos hace a socios potentes.

Dosis intensiva de essiac para enfermedades graves.

Dosis de essiac y embalaje para tratamiento intensivo de afecciones medicas serias.

Regimen de dosis de mantenimiento del te essiac; Embalaje para mantenimiento del

La dosis de te essiac y el embalaje ideales para el regimen de mantenimiento.

Preparar essiac es seguro y economico. Hacemos que preparar essiac sea sencillo.

Cuando usted prepara su propio essiac sabe que el essiac es natural, puro y fresco. Ademas, preparar essiac es facil.

Essiac gratis para cualquier persona que envíe un nuevo cliente.

Usted nos manda un cliente nuevo y nosotros le damos essiac gratis.

La manipulacion y el almacenamiento de las hierbas del te essiac son fundamental

La eficacia de las hierbas del te essiac es directamente proporcional a la manipulacion y el almacenamiento.

Complaint

Premium Essiac at an Exceptional Price from a Website You can Trust.

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Exhibit A

Una lista de las 10 MEJORES maneras para tomar essiac.
Lo mejor es tomar essiac con el estomago vacío. PER,

Privacy policy
Our privacy policy is for your security.

política de privacidad
Nuestra política de privacidad es para su seguridad.

Our guarantees
100% Money Back Guarantees on All Herbal Products.

Nuestras garantías.
Le garantizamos la devolución del 100% de su dinero en todos los productos de hierbas.

Contact us
Please contact us with any questions or concerns you may have.

Comuníquese con nosotros.
Comuníquese con nosotros si tiene alguna duda o inquietud.

test

Contact Us

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our guide to ordering essiac, what and when to order.

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If You've Never Used Essiac Before, Ordering Essiac can be Confusing.

We're Here to Help!

**It is suggested that you take essiac faithfully for
six months to experience the full benefits.**

Ordering essiac. If you've never ordered from premium-essiac-tea-4less.com, or you're not sure how much essiac you need, keep reading--you've found the right place for help! If you have experience purchasing essiac and you know what you want, click here: [Ordering essiac at ShopSite Essiac](#).

Be sure to check out our Guarantee and Refund Policy:

6-Month 100% Money-Back Guarantee and Refund Policy.

All essiac tea orders from premium-essiac-tea-4less.com include dosage and brewing instructions in **ounces** and **grams**.

When purchasing essiac through this order guide, you will be brought to our 100% secure online shopping cart to complete your purchase. If you would like to place an order over the telephone, you may call us toll-free at 1-866-840-3389. If we are unable to answer at the time you call, please leave a message and we will return your call promptly--usually within the hour. For mail orders, please print and send in our order form: [Download Mail Order Form](#)

You will need Adobe Reader (the latest version is recommended) installed on your computer in order to open and download the Mail Order form above and the tea brochure toward the bottom of this page. You can get Adobe Reader by [clicking here](#).

Essiac Order Guide

The first step in choosing how much essiac you need is to answer the following question:

1. Do you have, or do you suspect you have, cancer or another major health problem?

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OUR GUIDE TO ORDERING ESSIAC. WHAT AND WHEN TO ORDER.

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If your answer is yes, we recommend that you take the aggressive dose (9 oz. of tea per day). If your answer is no, we recommend that you take the maintenance dose (3 oz. of tea per day). Click on the appropriate link (aggressive or maintenance dose) above to learn more about Essiac Tea Dosage Recommendations.

OK, now that you know the difference between the aggressive dose and the maintenance dose, you can decide which you will plan to take. Remember this, because you will need to know which dose you plan to take when choosing your order size.

Next, you need to decide whether you'd like the most economical option, or the most convenient one:

2. If you'd like the most economical choice, order essiac in bulk packages.



Essiac in bulk bags is the least expensive per pound. You will need to weigh out the correct amount of the herb mixture on a kitchen scale when you go to brew your tea, which usually occurs every two weeks. For those on aggressive dose, you'll need to weigh out 4 oz. of the mixture of herbs (equivalent to 113 grams), which will prepare one gallon of tea and last two weeks. For those on the maintenance dose, you'll need to weigh out 1 oz. of the mixture of herbs (28 grams), which will prepare 1 quart of tea and last 10-11 days.

Essiac in a 1-lb. bulk bag costs \$21.90. If you buy the 3 lb 4 oz bulk bag, the cost is \$69.99. If you buy the 6 lb 8 oz bulk bag, the cost is \$136.45.

3. If you'd like the most convenient and easy option, or you are new to essiac, we suggest ordering the smaller 4 oz. or 1 oz. essiac packets.



Each 4 oz. packet prepares exactly 1 gallon of tea (no weighing or measuring!) and each 1 oz. packet prepares exactly 1 quart of tea. All you have to do is boil the water and pour the contents of the package in! Those on aggressive dose should consider ordering essiac in the 4 oz. packets, and those on maintenance dose, or those preparing essiac tea for pets should consider ordering essiac in the 1 oz. packets.

A single 4-oz. packet costs \$9.99, and a single 1-oz. packet costs \$2.99. When you order a 3-month, 6-month, or 1-year supply, you will receive volume discounts.

Use the decisions you've just made to choose the best order size for you below.

By far, our most popular order size is the 3 lb. 4 oz. order, and we recommend that size if you've never tried essiac before. The 3 lb. 4 oz. order is good for one person for 6 months taking the aggressive dose.

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your guide to ordering essiac. What and when to order.

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Most people who are new to essiac start out by ordering essiac in the 4 oz. or 1 oz. packets. People who love convenience also choose the packets when ordering essiac.

Click here to order 3 lb. 4 oz. of sealed and labeled essiac in thirteen (13) 4-oz. packets for \$106.96 (save \$22.91).

Once they become comfortable with the process many people switch to ordering essiac in bulk bags to save money. Click here to order essiac for less (it will come in bulk kitchen bags). 1 lb bulk bag for \$21.90, 3 lb. 4 oz. bulk bag for \$69.99 6 lb. 8 oz. bulk bag for \$136.45

While the 3 lb. 4 oz. order is our most popular size, we also offer essiac in other sizes, designed to suit specific needs.

Our 6 lb. 8 oz. order will last 12 months for one person taking the aggressive dose (or 6 months for a person taking the maximal dose recommended for those on chemotherapy and/or radiation). You will save when ordering essiac in the 6 lb. 8 oz. amount, and it is less expensive than the 3 lb. 4 oz. to ship pound-for-pound.

Your essiac will stay good for at least one year if you store it in a cool, dark place. A basement is a good place in most climates. In extremely warm climates, a refrigerator is acceptable if no cool, dark place is available. Click here to order 6 lb. 8 oz. of sealed and labeled essiac in twenty-six (26) 4-oz. packets for \$187.99 (save \$71.75).

Our 1 lb. 2 oz. order is good for one person for 6 months at maintenance dose. Click here to order 1 lb. 2 oz. sealed and labeled essiac in eighteen (18) 1-oz. packets for \$51.70. Click here to order a 1 lb 2 oz bulk bag of essiac for \$26.35.

Our 2 lb. 3 oz. order is good for one person for 12 months at maintenance dose. Click here to order 2 lb. 3 oz. sealed and labeled essiac in thirty-five (35) packets for \$89.25. Click here to order a 2 lb 3 oz bulk bag of essiac for \$48.05.

Consider ordering essiac in 10, 13.6 and 27.2 lb increments if you plan to resell the product or share with family and friends.

Click here to order 10 lbs. of sealed and labeled essiac in ten (10) 1-lb. packets for \$219.70 (save \$50.29).

Click here to order 10 lb. bulk essiac for \$199.70 (save \$30.00).

Click here to order a 13.6 lb bulk bag of essiac for \$267.99.

Our 1 lb. order is most popular with those treating children or small pets.

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Your guide to ordering essiac. What and when to order.

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However, the 1 lb. order is enough essiac for an adult taking the aggressive dose for eight weeks, or taking the maintenance dose for 24 weeks. We have a variety of sealed and labeled polybag sizes for 1 lb. order size.

Click here to order 1 lb. sealed and labeled essiac in sixteen (16) 1-oz. packets for \$45.40

Click here to order 1 lb. of sealed and labeled essiac in four (4) 4-oz. packets for \$36.85.

Click here to order 1 lb. of sealed and labeled essiac in one (1) 1-lb. bag for \$24.90.

We offer a discount on the sealed and labeled 1-lb. bags when ordering essiac in larger quantities: Click here to order 4 lbs. of sealed and labeled essiac in four (4) 1-lb. bags for \$89.60 (save \$10.00).

Click here to order 10 lbs. of sealed and labeled essiac in ten (10) 1-lb. packets for \$219.70 (save \$50.29).

If you would like a sampler size of essiac, the single 4 oz. packet might be just what you're looking for. Click here to order a 4 oz. packet of sealed and labeled essiac for \$9.99.

THANK YOU for looking over our essiac selection! We hope you can find something that suits you. If you DON'T see what you're looking for, please contact us with your special request. We will do our absolute best to help you in ordering essiac!

If you're not ready to commit to ordering essiac tea in a large amount, consider sampling our product: Click here for your 1 ounce packet for \$2.99. Free Shipping.

We also have a brochure available: Click here for instant access to your Essiac Tea Brochure. Download and print a brochure using Adobe Reader.

Disclaimer: *The statements regarding essiac tea have not been evaluated by the Food and Drug Administration. We cannot claim essiac is a cure, prevents disease or has beneficial medicinal properties. The information on this Web site or in emails is designed for educational purposes only. It is not intended to be a substitute for informed medical advice or care. You should not use this information to diagnose or treat any health problems or illnesses. Consult your physician before starting any medical treatment.*

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Essiac Tea FAQ (frequently asked questions).

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Essiac Tea FAQ and Premium Essiac Tea 4less Information.

[View Essiac Tea FAQ regarding essiac in general](#)
[View frequently asked questions regarding the herbs used in essiac.](#)
[View frequently asked questions regarding premium-essiac-tea-4less.com.](#)

General Information About Essiac Tea.

What are the benefits of using essiac?
 Is essiac able to cure cancer or other diseases?
 Am I able to take essiac while receiving chemotherapy and/or radiation therapy?
 Am I able to take essiac with other types of treatments?
 When will I notice the benefits of taking essiac?
 What diseases/medical conditions are treated with essiac?
 Are there any side effects from using essiac?

What are the benefits of using essiac?

Essiac tea's primary actions are to cleanse the body of impurities, restore energy levels, remove heavy metals and rebuild the immune system. These actions help restore the body to a level where it is able to use its own resources to defeat an illness. In other words, essiac rebuilds the immune system and improves the illness-defeating ability of the body so that the body can rid itself of the illness. For a list of possible benefits from essiac tea, please visit: [Essiac Tea Benefits](#).

Is essiac able to cure cancer or other serious illnesses?

We cannot legally claim essiac is a cancer cure or a cure for any other disease. However, due to the beneficial properties of essiac tea listed above, many people who take essiac report a stronger immune system and increased health and well-being. With all of these positive improvements essiac tea causes in the body, the body becomes much better equipped to rid itself of disease. **(Essiac is not a drug and is therefore not able to be FDA approved as a proven treatment).**

Am I able to take essiac while receiving chemotherapy and/or radiation therapy?

Yes. Essiac has a tendency to improve a person's quality of life while receiving chemotherapy and/or radiation. However, chemotherapy and radiation therapy can destroy the chemicals and compounds of essiac tea diminishing the effects of essiac tea. To accommodate for this decrease in effective of the essiac, we recommend consuming the aggressive PLUS dose of 6 oz. of tea three times per day, rather than the regular aggressive dose of 3 oz. of tea three times per day. From our experience and experimentation, we've found that people on chemotherapy and radiation therapy tend to have best results taking 6 oz. three times per day. However, some have remained on 3 oz. three times per day and also had

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<http://www.premium-essiac-tea-4less.com/essiac-tea-faq.html>

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good results. Personally, if we had a loved one taking chemotherapy and/or radiation therapy, we would recommend 6 oz. three times per day to be on the safe side.

Am I able to take essiac with other types of treatments?

Yes, essiac is able to be taken with all types of treatments, alternative and traditional. Essiac will work in a complementary fashion with other types of treatments compounding the positive health effects. You are advised to consult with your practitioner. If you are concerned, ease into your essiac tea usage gradually, taking 1/2 or 1/3 of the full dose at first.

When will I notice the benefits of taking essiac?

This varies from individual to individual. Some people notice an increased sense of health, well-being and energy just days after starting essiac tea. It takes others weeks or even months to notice a tangible benefit. But, for most people, an improvement in general health and well-being is experienced after one to two weeks if taking essiac tea regularly. Follow our [essiac dosage recommendations](#) for at least 5 months if you have cancerous tumors.

What diseases/medical conditions are treated with essiac?

Cancerous tumors, diabetes, leukemia, liver problems, high blood pressure, kidney ailments, high cholesterol, chronic pain, chronic fatigue, and hepatitis C are some of the more common diseases/medical conditions treated with essiac.

Are there any side effects from using essiac?

The only side effects we've experienced are nausea and diarrhea. These side effects occur during the first few days of taking the aggressive dose of essiac. The nausea and diarrhea are usually quite mild. These side effects are a result of the essiac detoxifying the body, which is a good thing. If you have trouble tolerating these side effects then ease into the aggressive dosage by taking 1/2 to 1/3 of the recommended dose. *Always consult with your medical practitioner if you have any health concerns.*

Essiac Herbs and Essiac Formula

Which herbs are found in the eight herb essiac?

Why should I choose the eight herb essiac formula over the four herb formula?

How is the taste of the eight herb essiac formula?

Should the essiac tea be taken hot, cold or room temperature?

Should essiac tea be taken with food or on an empty stomach?

Are the herbs organically grown?

Are the herbs fresh?

From what location do you receive these herbs?

Have these herbs been irradiated? Are there any pesticides or chemicals used on these herbs?

Which herbs are found in eight herb essiac?

The eight herb formula we distribute is comprised of blessed thistle, burdock root, kelp, red clover, sheep sorrel, slippery elm bark, Turkey rhubarb root, and watercress. These individual herbs each have beneficial properties for healing the human body. Once they are combined together in a specific ratio the individual properties of each herb are enhanced by the other herbs in a synergistic manner. To learn more about the properties of these herbs, please visit: [essiac tea herbs formula](#).

Why should I choose the eight herb essiac formula over the four

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herb formula?

There are several reasons for choosing the eight herb formula instead of the four herb formula. One reason is watercress. An important property of watercress is its cleansing ability. Watercress removes a residual component of sheep sorrel break down called oxalic acid. Oxalic acid will form stones (Kidney stones, etc) within the body. Without watercress, stone formation can happen in individuals who are susceptible. The four herb formula doesn't have watercress but does have sheep sorrel. Secondly, red clover and blessed thistle both have proven anti-cancer properties. These herbs give the eight herb formula a cancer fighting advantage over the four herb formula. Thirdly, kelp is full of vitamins, minerals and other nutrients. Kelp is a strong immune system booster. Kelp is found only in the eight herb formula. Fourthly, four herb essiac was designed to have one of the herbs injected. If you are taking essiac as a tea and not injecting one of the herbs, it won't be as effective. Finally, while four herb essiac is targeted for liver detoxification, eight herb essiac results in liver and colon detoxification for a more complete detoxification. To read more about the merits of eight herb essiac and the history behind it, please visit:

How is the taste of the eight herb essiac formula?

Eight herb essiac has a "earthy" and somewhat bitter taste. The bitterness is due to the watercress. Most people become accustomed to the taste after a two week period. For those who never get accustomed to the taste, we recommend an orange juice chaser. Drink a small portion of orange juice immediately after consuming the essiac tea. The orange juice will help to counteract the taste of the essiac tea. Essiac tea is not meant to be sipped or savored. It should be taken in the same manner as a cough syrup or other medicinal liquid.

Should essiac tea be taken cold, hot or at room temperature?

We recommend taking the essiac tea cold. Test results showed that tea taken cold was the most effective. The tea should be taken immediately after pouring your serving from the container in the refrigerator.

Should essiac tea be taken with food or on an empty stomach?

We recommend taking essiac tea on an empty stomach. Take essiac tea one hour before eating a meal or two hours after eating a meal. Liquids won't interfere with essiac being absorbed into the blood stream through the digestive system, so orange juice, water, etc may be consumed shortly after taking essiac, but please avoid solid foods.

Are the herbs organically grown?

Yes, all the herbs in the eight herb essiac formula are organically grown. They are certified organic.

Are the herbs fresh?

Yes! Our herbs are incredibly fresh because we sell thousands of pounds of essiac herbs a month. We turn over the majority of our herb inventory every 1-2 weeks. Many customers have commented on how fresh the herbs look and smell. If you purchase essiac from an outlet that sells more than one herbal formula, you're more likely to receive stale herbs. We deal with only essiac at Premium Essiac Tea 4less.

From what location do you receive these herbs?

All of our herbs are grown in the U.S.. Our two herb suppliers are StarWest Botanical and San Francisco Herb Company both located in the state of California.

Have these herbs been irradiated? Are there any pesticides or

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chemicals used on these herbs?

Our herb have not been irradiated. Also, our herbs are pesticide-free and chemical-free.

Information About premium-essiac-tea-4less.com

Am I able to purchase your eight herb essiac in a store or market?

How can I place an order?

What type of guarantee do I have if I make a purchase and I'm not satisfied?

What is the return policy?

Will I talk with a real person when I call for customer support?

Where is your business based?

How many years have you been in the essiac business?

How many customers have used your product?

Do you have other products besides essiac?

Does Premium Essiac Tea 4less have a catalog?

Why doesn't Premium Essiac Tea 4less have dozens of customer service representatives or large retail locations throughout the country?

Am I able to purchase your eight herb essiac in a store or market?

No. We deal in internet sales only. This is the reason we are able to sell our essiac at such a discounted price compared to the large corporations which stock every health food store.

How can I place an order?

We recommend that you place your order via our 100% safe and secure online shopping. Click here for the product list that leads you to the shopping cart: [Ordering Essiac](#)

If you prefer to place a telephone order using a credit card, you can call us Toll-Free anytime at 1-866-840-3389. If we are currently assisting another customer, please leave a message and we will return your call promptly.

If you prefer to send a mail order (which you can pay for via credit card, check or money order) click [Download Mail Order Form](#)

What type of guarantee do I have if I make a purchase and I'm not satisfied?

We give you a 6-Month 100% Money-Back Guarantee. We want you to be 100% satisfied with every aspect of your shopping experience. If you are not 100% satisfied we want to know so we can either make it right or compensate you in some way for your inconvenience.

What is your return policy?

Please visit: [Return/Refund Policy](#).

Will I be able to talk with a real person when I call customer support?

Yes. A real person will answer your phone call or will return your call shortly if unavailable. You may contact us using our contact form. You may also call us Toll-Free at 1-866-840-3389 or send an email to daryl@premium-essiac-tea-4less.com. All three methods will result in a real person communicating with you.

Where is your business based?

Premium Essiac Tea 4less is based out of Howell, Michigan, USA. Howell is

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approximately 25 minutes north of Ann Arbor and 30 minutes east of Lansing/East Lansing.

How many years have you been in the essiac business?

This company has been making and distributing essiac since 1986. This website was launched in January 2006 as another means to distribute our essiac.

How many customers have used your product?

The eight herb essiac tea formula we carry has been taken by hundreds of thousands of people all over the world.

Do you have other products besides essiac?

No. The only product we sell is the eight herb essiac.

Does Premium Essiac Tea 4less have a catalog?

Yes! Click here to claim your copy of our brochure: Get your digital essiac brochure instantly [Download and print a brochure using Adobe Reader.](#), or request a brochure that will come in the mail by contacting: daryl@premium-essiac-tea-4less.com

To exit 'Essiac Tea FAQ' page and return to 'Home' page, [click here](#).

Disclaimer: *The statements regarding essiac tea have not been evaluated by the Food and Drug Administration. We cannot claim essiac tea is a cure, prevents disease or has beneficial medicinal properties. The information on this Web site or in emails is designed for educational purposes only. It is not intended to be a substitute for informed medical advice or care. You should not use this information to diagnose or treat any health problems or illnesses. Consult your physician before starting any medical treatment.*

Contact Us

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Essiac Testimonials From People With Truly Amazing Testimony.

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- Receita intensiva
- Ingredientes
- Preparación
- Essiac gratis

A handful of our many essiac testimonials from people using our eight herb essiac can be found here:

September 14, 2006

I was diagnosed with colon cancer in March that had metastasized to my liver. I was put on strong chemo treatments (3 kinds at a time) every 10 days. The first treatment I was very ill and was in bed for 3 days. I then started taking Essiac twice a day. By the time I took my 2nd Chemo treatment I had more energy and my appetite was better. I just felt better all over. The Doctors were amazed at how well I was handling such strong chemo I took 8 treatments and then had surgery. They removed my gall bladder, 80 percent of my liver and a section of my colon. That was in June. I had some setbacks with infection. After surgery and the infection I was very breathless and weak. I started taking the Essiac again and my breathlessness got better immediately and I had more energy. My appetite has also improved. I had a scan 3 days ago and there is NO Cancer in sight. I do however have a pocket of fluid behind my liver that I am going to have to get checked out. My oncologist said it is not cancer, but is surgery related. I am very thankful I found out about Essiac. I truly believe it has helped me fight this battle. I would recommend it to anyone taking chemo or fighting Cancer.

Jim

February 15, 2005

"I began purchasing essiac tea at a local health food store after reading about it in some cancer testimonials from survivors. I since found your site online and have ordered and begun using your eight herb essiac tea. I was diagnosed with melanoma in 1999. I had surgery and was told that there was a 99% chance the cancer wouldn't spread. Well, less than a year later a lump in my breast was detected.

I had another surgery and started to look into options at the health food store. I didn't want to live my life going from surgery to surgery and never being sure if the cancer had spread. Well, I've been taking essiac tea since 2003 and your product since late 2004. Knock on wood, I am cancer free and have been since early 2004. I have never felt better in my life, and I sincerely believe it is due to the wonderful tea."

**Paul Grady,
New Hampshire**

"I started taking essiac tea because my friend (who had been taking essiac

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ESSIAC Testimonials from People Experiencing Cancer and other Medical Conditions

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for her breast cancer) told me that it could be used as a detox and a general health tea. I had been consuming products made with aspartame for awhile, and started feeling a lack of energy, an increase in pain, increase in weight, and depression. I hoped that taking essiac tea would help my "detox" from aspartame.

It's hard to say how far-reaching the effects of aspartame were, but I have never felt better. It's strange, because my energy levels used to drop in the mid-afternoon and in general I felt lethargic much of the time. After just a few weeks on essiac that has vanished, and I feel better than ever. I've also noticed my skin has cleared up and has a rosy glow to the cheeks that I never had before. I'm sleeping very well and waking up refreshed--and it seems I need less sleep now, but I feel much better all day. I plan on taking essiac for life, and the preventive effect against cancer is a definite plus, as cancer runs in my family. For what it's worth, I've been taking two 3-oz. doses per day, about an hour after breakfast and again right before bed.

I tell everyone I know about these essiac testimonials and this wonderful health tonic--I wish I discovered essiac sooner, and cancer runs in my family so this tea has been a godsend."

**Jennifer,
Maryland**

December 2004

"I've been suffering from hypothyroidism and hypoglycemia since 1997, which has lead to a 50 pound weight gain (5-10 pounds a year from 1997 to 2004). I'm on premarin right now. I went online to research herbal remedies because I figured I had nothing to lose (but the weight, ha ha). I came across some essiac testimonials from diabetics and people with hypoglycemia. I decided to order some essiac and give it a try.

Now I've been on it for over six months. Looking back, I realize now that I probably had accumulated a lot of toxins that made my thyroid become sluggish. I say this because not only has the weight began to come off without a change in diet (purposefully, anyway) but I've noticed that my skin has become clear, I feel much more energetic, and my constant headaches have disappeared. I seemed to be in pain for something or other almost all of the time. My family thought I was a hypochondriac. I just feel that my body was highly toxic and I was paying the price.

Sincerely,

Rachel Currier

January 3, 2005

"I need to order some essiac tea. I've been using some that my sister ordered from your website last November. She really believes in essiac tea, and she was so happy she found your site, which offers it at a lower price than we've been able to find elsewhere. She was diagnosed with esophageal cancer in 1991 and the situation was very bad for awhile. She was given a maximum of six months to live. Right around that time she began an aggressive regimen of essiac tea. And she is still here today. She tells everyone who needs it about essiac tea. Getting to my part of the story...

I was diagnosed with lung cancer October 21, 2004. I started chemo and

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ESSIAC Testimonials from People Experiencing Cancer and Other Medical Conditions

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radiation December 5. I was feeling so sick from these treatments through the month of December. It was all I could do to get out of bed. No energy, I felt very depressed. I decided to go with the 6 oz. three times per day of your essiac tea because I am receiving the chemo and radiation. After four days of this regimen I started feeling like I had been before the chemo and radiation...not perfect, but not like I was at death's door, either. I have continued to feel better as the weeks have gone by, and the best news is that the tumor has gone down for the first time as of my last check-up. I will be calling this afternoon to place my order. May God Bless."

**Kenneth Brown,
Oklahoma**

November 2004

"I have had previous experience with essiac tea. I purchased some essiac tea from a friend for my father-in-law about ten years ago. I saw an almost immediate improvement in his health. I can't say for sure what effect it had on his prostate cancer, but it had a positive effect on his psoriasis, diabetes, and asthma for sure. I am convinced the essiac tea helped prolong his life and, perhaps more importantly, improved the quality of his life during his remaining years. He was able to live pain-free much of the time, and that in and of itself was a blessing."

**Margaret L.,
Nevada**

January 2005

"I started suffering from asthma after repeated bouts of bronchitis in 2003 and 2004. I found myself having to use my inhaler quite often during the day, and eventually experimented with Singulair and Advair. Singulair and Advair worked quite well, although because I don't have insurance I found them to be very expensive.

Someone suggested that I try essiac tea. They gave me a two-week supply to try. I was astounded that my asthma was gone three days later! I've been taking 3 oz. per dose, 3 times per day. I noticed other health benefits as well, so I plan to continue essiac tea. Recently everyone got sick around here, and I did as well, but I got better in two days whereas everyone else, it seemed to take them two weeks.

My husband suffers from asthma to a greater degree than I ever did, and I suggested that he try essiac tea. To his pleasant surprise, he took it during an acute attack and his breathing increased from about 20% capacity to almost 100%, almost instantly. He has tried many asthma treatments including steroid packs and Prednisone. Those treatments are hard on his system and he's glad he doesn't have to rely on them anymore. Thank you so much for offering essiac tea at such a great price. We're telling everyone we know about the wonderful effects of health and well-being we've seen from essiac tea."

**Kristen C.,
Ontario, Canada**

February 24, 2005

Complaint

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"I'd like to order another supply of essiac tea. I have been giving it to my sister (with breast cancer) and my father (diabetes) so I'm already running low. Since my first diagnosis, my ovarian tumor has shrunk 60% and the doctor can't believe it. I am on chemo as well and I'm not sure if the chemo or the essiac is doing the trick, but I'm not going to take any chances. I believe in alternative treatments very much, so I'm partial to attribute my progress to the essiac, but whatever it is I am grateful. I am also thankful to have the chance to read essiac tea testimonials from others who are doing well, it gives me hope."

**Kerry W.,
Texas**

March 4, 2005

"I have been giving this product to my brother for two years now. His cancer has metastasized. His test results have been getting better and better. The doctors do not know I have been giving his essiac tea, but we believe that is what is helping him. I would like to place a bulk order ASAP."

**Kenny,
Colorado**

April 9, 2005

"Essiac tea is amazing. Let me tell you about my mother who has (or had) colon cancer. She is elderly and the doctors warned that she might not survive an operation to try and remove the tumors. We agreed that we would rather have her enjoy her last years as much as possible, living with us etc. rather than be in a hospital trying to recover from invasive surgery. We were on the fence about chemo but decided against it for the time being.

We began giving her essiac tea last November, and we noticed that she seemed happier and more energetic almost right away. However, it wasn't until February that we noticed some dark substance coming from her colon. At first it seemed to be stuck to her skin but after a few days it began falling off on its own while she was bathing. When we went back for testing the doctors said the tumors seemed to be gone. Amazing. My mother continues to take essiac at maintenance dose, and actually the whole family is on it now because cancer runs in our family. Essiac is truly heaven-sent. Please add my account to your cancer testimonials page so that others will know how well it has worked for us."

**Susan Baxter,
New Hampshire**

February 26, 2005

"I've been helping care for my aunt for the past three years. Soon after I took her in they discovered rectal cancer. After debating our options we decided to start chemo and radiation. However, we weren't satisfied to stop with that. I was interested in alternative treatments but I didn't want to go with just anything. My priest recommended essiac tea and of course, prayer and faith. Which we had always kept a part of our lives.

Complaint

ESSIAC TESTIMONIALS FROM PEOPLE EXPERIENCING CANCER AND OTHER MEDICAL CONDITIONS

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We started with a four-herb essiac, I think it was affiliated with a company called "resperin." I started telling my friends and family that my aunt was taking essiac tea and a couple of people suggested that I try to obtain eight-herb essiac. I found eight-herb essiac a couple of months later (I had her on the four-herb formula for about eight months). She was already starting to show an improvement. Mind you, she was taking chemo and radiation as well, and also cat's claw and a bunch of "antioxidant" vitamins. All we knew was that something was working.

My aunt's last CAT scan showed that she was normal: no cancer anywhere in sight! We were so relieved. It's so scary to not know what is happening or what you can do. We dropped her back to 4 oz. twice per day; we had been doing three times per day. Now I am told we can drop back further so we will probably do that after her next check-up. Or, we might keep her on twice per day, who wants to mess with what works. We thank God every day for whatever miracle saved my aunt."

**Cassie R.,
Midland, Texas**

March 31, 2005

"I have cancer and I need to order some more essiac tea. I need essiac sent to me as soon as possible. Let me tell you what happened to me..."

I had become very sick with cancer last year. It got to the point that I was told I would be dead by December. I couldn't stay awake for more than a few hours at a time, and I couldn't speak clearly anymore. My tongue had swollen from the chemo.

I heard about essiac tea and tried it as a last ditch effort to save my life. I continued the chemo but added essiac tea to my regimen. I couldn't believe how quickly I noticed an increase in energy. Then my hair started growing back, both on my head and my eyelashes and such. A few months later, all my tumors were gone. My doctor said, "Whatever you're doing, keep it up, this is a miracle!"

I am religious and I believe that faith can heal. In addition, I believe the chemo and radiation helped me. However, I do not think I would be alive today if not for the essiac tea. The reason I say this is because, once my tumors were gone and I felt better, I ran out of essiac and didn't buy more. I didn't think I needed it anymore. Well, I was wrong. My hair started falling out and I had no energy. My platelet count is up again. This started happening a little over a month ago, a few weeks after I stopped the essiac tea. I had been meaning to get more but I kept putting it off. My friend gave me some other tea to try, he called it "miracle tea." I don't know what was in it, but it did nothing for me. It's not like essiac. Now I feel desperate: I need to get more essiac in me. I feel like crap without it and I'm worried that my tumors will come back, if they haven't already.

My doctor is worried also because I am obviously slipping. He says he can't recommend essiac (which makes me so angry!) but we both know that it's the only thing that has changed in my regimen. I recommend that everyone with cancer take essiac. I believe you should take traditional treatments like chemo in addition to essiac for best results. All I can go by is how I reacted, but it truly has been a miracle for me. Essiac tea is absolutely amazing and I feel it saved my life."

Heather

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January 2005

"We never had essiac tea before, but I know it helped my dad last year with the cancer on his spine.

After my dad came home from the hospital, the week before Christmas in 2003, he was on oxy-cotin, and was in pain (They radiated his 'whole' spine). Basically, they sent him home to die. I brought him essiac and he started taking it, just to appease my sister and I. Two days after taking the essiac tea, his pain went away. His pain went away after two days, no more pills, and his cat scans were very good, the doctors were amazed.

However my dad is a retired electrical engineer and thinks prescription drugs are the way to go, not 'voodoo' stuff. Of course, he didn't attribute getting well to the tea. I keep saying, 'God made herbs.' He stopped the essiac tea in the spring. The cancer did spread again in the summer and now he is in a cancer 'vaccine' testing. He has some at his house if he so chooses (It is hard for my parents right now, since their youngest, my brother passed away at age 34 on Sept 15). I have seen this works and with our colds and knowing what we really eat, what is contained in our milks beef, and chicken--we like the idea of purging cancer causers from our bodies. The tea we got my dad was not the 'original' essiac tea, which is why I did buy in bulk from you. Thanks for offering it to us at a great price.

God didn't give me a gift to 'write'..but I still try."

Sincerely,

Karen

May 9, 2005

Hi, so far I love your product. My lab results showed me in the non-diabetic category for the first time and ALL my results improved (I have been on 9oz/day for close to a month now).

I also have, for the 1ST TIME! other normal (average range) lab results. Not to mention what it has done for my C.F.S. (Chronic Fatigue Syndrome) and overall energy level. My only regret is that your product hasn't made me quit smoking (yet!).

God Bless,

Jonathan

April 2005

"One of my friends was diagnosed with Chronic myeloid leukemia (CML) in 2003. She was sick with infections and fevers almost all of the time. She also developed anemia (her red blood cells were very low). Upon her practitioner's recommendation she began to take essiac tea along with chemotherapy.

After four months on essiac tea, to our surprise her body seemed to have rid itself of leukemia cells. The hematologist found her completely normal when he did the bone marrow aspiration. We went to a pathologist as well

Complaint

ESSIAC Testimonials from People Experiencing Cancer and other Medical Conditions

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to confirm the diagnosis, and he agreed that the cancer was gone."

Elizabeth

March 2005

"A friend of ours has been taking essiac tea for years and years now. He didn't get it from your company, but I believe it is the same thing. His is the eight herb formula like you have on this site.

My friend was at one point given less than a month to live, and that is when he tried the tea. That was in 1990 and he is still alive today. This is unbelievable to me! I have cancer and would like to try this 'miracle tea' for myself."

**Earl Barrington,
Tennessee**

February 2005

"Bill and I have been drinking essiac tea for three months now (me more consistently than him, but he is getting better) and it has done wonders for my type II diabetes. I also notice a lessening of sugar cravings in general which has allowed me to drop 10 lbs. without really thinking about it. This is good for me as I am still about 30 lbs. overweight, hopefully not for long. My test results re: the diabetes have returned to normal. I hope my husband will receive the same benefits. His diabetes was a bit worse off than mine was to begin with, and like I said he hasn't been as consistent as I have with taking his essiac tea. Now that he has seen me improve so much, though, he appears to be more motivated with his own treatment. I find that many men aren't interested in the herbal remedies but once they see them work in action they come around. I have found my breathing improve as well, is this one of the benefits of essiac tea (I am asthmatic). Please send us another of the same order we got three months ago on 11/29/05, and thank you for all of your help over the phone, etc. these past months."

Sincerely,

Gayle and Bill T.

November 2004

"Seven years ago I had surgery to remove a cancerous rectal tumor that was discovered the year before, and was growing at an alarming rate. I was advised to undergo chemotherapy and radiation. I did for four months but I felt so sick all the time that I couldn't bear to continue. I felt my best course of action was to follow an organic diet and investigate alternative treatments. I stumbled upon essiac tea and began to take it.

I had a colonoscopy a little over six months later, and there was no cancer. I continue to have an examination every year and there is no cancer at all. I don't know if essiac tea is a miracle or what, but it seemed to have done the trick for me. I continue to take the maintenance dose and it gives me incredible peace of mind that I am purging my body of the toxins that may lead to more cancer. Thank you for providing this product. I sincerely feel that I owe my life to it."

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ESSIAC Testimonials from People Experiencing Cancer and Other Medical Conditions

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Sincerely,

**Mary T.,
Massachusetts****March 2005**

"My twelve-year old golden retriever, Charlie, was diagnosed with cancer last year. My vet advised that if I wanted to give him the best chance of surviving I should consider surgery to remove the tumor. However, I was also aware that, due to my dog's age and medical history, he might not survive surgery. I was also told that many times cancer in animals re-occurs, so I was hoping I could do something preventive in nature, whether or not I decided to proceed with surgery for him.

I was never aware that cancer in animals could be treated with some of the same things people use, but my homeopathic doctor told me that it can be. In particular, he recommended that I give my dog essiac.

I did some research online and found your site. I decided to start with one pound as I would be giving Charlie 2 oz. two times a day (although I started with just one dose to make sure it agreed with his stomach). Meanwhile, I met with the surgeon to discuss my options. I decided to put off the surgery for the time being and see if the essiac tea made a difference. My main hope was to keep Charlie's quality of life at this stage.

I am happy to report that he is doing wonderfully! The tumor is reducing in size and Charlie has only been on the essiac for two months. He has begun to play again and his appetite is much better. I am confident that his situation will continue to improve as long as we continue with the essiac tea. This improves the spirits of everyone in my household, as me and my husband are in our 70s and having Charlie around really boosts our spirits. Please send me another pound of the tea, and bill my card for the amount. Much thanks!"

**Julie W.,
Arizona****April 2, 2005**

I have been using the four herbs for three years now. I just now found out about the eight herb essiac and want to see if it works better for me. I am alive now because of essiac.

My doctors had me undergo surgery, chemo, and radiation, but it didn't stop the cancer. They recommended that I go through all of it again. I just couldn't face that, though. I decided to try essiac tea and everything got better. So I stopped the tea thinking everything would be fine, but the cancer grew back. I had no energy and so much pain. As long as I stay on the tea my tumors shrink and I feel much better. I am hoping the eight herb essiac is even more effective for me.

Sincerely,

Shannon Waterton

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Essiac Testimonials From People Experiencing Cancer and Other Medical Conditions

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May 9, 2005

Hello! Your product is incredible. I suffer from a number of physical disabilities, and EVERY category of my lab results came back improved! After only one month of your essiac tea!

After 6 weeks of being on the aggressive treatment for essiac I put the diabetic "paper" or lab results (5.6) to the ultimate test. I fasted all day (for scriptural reasons) w/water only. Not only did I not get the shakes from skipping meals or go into a hypoglycemic state, I didn't get hungry! I kept tabs on my sugar levels every 2 hours or so, and my levels stayed in the 90's all day long. I have documented this for my primary care doctor and my nutritionist. According to them, this can't happen!

**Jay,
Massachusetts**

January 2005

"I'm writing because my attorney (a good friend of mine) suggested that I take essiac tea. The doctors found a growth on my skin that appears not to be cancerous, but I'm not taking any chances. He affirmed that I should use essiac containing eight herbs, not the four-herb tea that is more commonly found. He recommended that I come to this site, as you people have been very helpful and the price is right. I guess he's been pointing a lot of people your way.

I am optimistic because my friend's wife was at one point diagnosed with stage IV pancreatic cancer that had metastasized to the liver, and now it's been five years and she is alive and well. Granted, she was on chemotherapy at the same time she took the essiac. She began the chemo December 1999 and the essiac in February 2000. By April 2000 her condition had become stable, which was realistically the best they could hope for at the time.

She continues to maintain relatively good health and although the tumors are still present, her condition is definitely stable and she generally feels well. Her husband switched to your eight-herb essiac when he found your website last month. He says that your herbs seem to be fresher than any he's received before and his wife feels better than ever. I'm looking forward to trying the tea and hope it can do for me what it appears to be doing for so many others. At this point in my life (45) I am well aware of the need for preventive treatment, even if I am "healthy" for the time being."

**Christine L.,
Nevada**

Intrigued? There is one thing that all of these people have in common: They all take our essiac tea.

The Truth About Essiac
Authentic, Organic, Affordable. Essiac Myths Exposed

Healing With Essiac Tea
Buy wholesale essiac tea herbs at \$10.95. Free kit and free shipping!

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Please share any experiences you have had

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with essiac.

Please note that all fields followed by an asterisk must be filled in.

First Name*

Last Name

E-mail Address

City

State/Prov

Country* Country

When did you begin using essiac.

What other treatment modalities are you currently using.

For which medical condition, if any, are you using essiac.

Please tell us about your experience with essiac.

Any other comments, suggestions, or questions welcome.

May we print your testimonial on this website. Yes
No

To exit 'Essiac Testimonials' page and return to 'Home' page, [click here](#).

Contact Daryl Toll Free @ 866-840-3389 with any questions. You can also send an email to daryl@premium-essiac-tea-4less.com.

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prevents disease or has beneficial medicinal properties. The information on this Web site or in emails is designed for educational purposes only. It is not intended to be a substitute for informed medical advice or care. You should not use this information to diagnose or treat any health problems or illnesses. Consult your physician before starting any medical treatment.

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THIS ESSIAC TEA FORMULA IS COMPRISED OF EIGHT THERAPEUTIC HERBS.

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This Essiac Tea Formula is Comprised of the Perfect Balance of the Following Eight Herbs.

The essiac tea formula from which we process our eight herb essiac is the last essiac tea formula Dr. Charles Brusch and Rene Caisse, R.N., researched and tested before the time of Rene Caisse's death. They worked together for many years attempting to incorporate additional herbs in with the original four essiac herbs in a ratio that would achieve optimal effectiveness. This research and patient testing was done at the Brusch Medical Center in Cambridge, Massachusetts on terminal cancer patients.

Rene Caisse's original four herb essiac was used by ill patients, often times terminal cancer patients, with positive results. This original formula consisted of burdock root, sheep sorrel, slippery elm bark and Turkey rhubarb root. Rene Caisse added four herbs, which she knew possessed amazing medicinal properties, to her original formula. These herbs had been used for years, and in some cases centuries, to heal the sick. These four herbs were blessed thistle, kelp, red clover and watercress. The medicinal properties of these herbs accomplished what Rene had set out to do. They enhanced the overall effectiveness of the original essiac tea formula making the original formula somewhat obsolete. Why use something that's good when you can use something that's great?

For an extensive overview on who Rene Caisse was and the history of essiac, click here: [Rene Caisse and her essiac tea formula.](#)

The Truth About Essiac
Authentic, Organic, Affordable. Essiac Myths
Exposed

Essiac Tea & Capsules
Essiac Herbal Health Formula Quality Health
Products, Low Prices

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The exact composition of the eight herb essiac tea formula is not known to the public at large. The eight different herbs are known, but the exact ratio of each herb in the essiac tea formula is not known. This formula is kept locked away. The only people having knowledge of the formula are the people who process the essiac tea herbs. And, they have been sworn to an oath to never divulge this formula. When these eight essiac tea herbs are measured, mixed and freshly packaged, the way that only our company knows how, they make a superior essiac tea.

Essiac Tea Formula Herbs. Medicinal Uses and History.

Click on the links below for a detailed history of each of the essiac tea herbs and how they are used alone and combined with other herbs in our essiac tea formula.

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Order essiac
Paquete \$2.99
testimonios
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Formula del té
Cura
Prevenção
Cancer Alternativa
Dosagem Essiac
Maneja o Essiac
Preparação
Essiac grátis

<http://www.premium-essiac-tea-4less.com/essiac-tea-formula.html>

2/14/2008

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This essiac tea formula is comprised of eight therapeutic herbs.

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Blessed Thistle. Blessed thistle increases appetite and stomach secretions. Heals the liver. Alleviates inflammation, improves circulation, purifies the blood, and strengthens the heart. May act as brain food. Good for female disorders.

Burdock Root. Burdock root purifies the blood, restores liver and gallbladder function, and stimulates the immune system. Helps skin disorders such as boils and carbuncles and relieves gout symptoms. Burdock root makes an excellent herbal remedy for gout.

Kelp. Kelp is a sea vegetable that is a concentrated source of minerals, including: iodine, potassium, magnesium, calcium, and iron. Kelp as a source of iodine assists in making the thyroid hormones, which are necessary for maintaining normal metabolism in all cells of the body. This increases energy levels and helps make it easier to maintain a healthy body weight. The overwhelming benefits of kelp occurs because its the most nutrient rich of the eight herbal ingredients in our essiac tea formula. And, its not in the original four herb essiac.

Red clover. Red clover acts as an antibiotic, appetite suppressant, blood purifier, and relaxant. Good for bacterial infections, HIV and AIDS, inflamed lungs, inflammatory bowel disorders, kidney problems, liver disease, skin disorders, and weakened immune system. The benefits of red clover have been well documented over the past 80 years in the United States.

Visit the [ShopSite](#). See how these eight herbs are processed and packaged. [Prices.](#) [Shipping.](#)

Sheep Sorrel. Sheep Sorrel is high in oxalic acid, sodium, potassium, iron, manganese, phosphorous, beta carotene, and vitamin C. It is a mild diuretic, mild antiseptic, and a mild laxative.

Slippery elm bark. Slippery elm bark soothes inflamed mucous membranes of the bowels, stomach, and urinary tract. Good for diarrhea and ulcers and for treatment of colds, flu, and sore throat.

Healing With Essiac Tea

Buy wholesale essiac tea herbs at \$10.95.
Free kit and free shipping!

"How I Lost 55 Pounds"

Amazing Chinese Weight Loss Secret As
Seen On CNN, NBC & Fox News

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Turkey rhubarb root. Turkey rhubarb root eliminates worms, enhances the gallbladder function, and has antibiotic properties. Helps disorders of the colon, spleen, and liver. Promotes healing of duodenal ulcers. Good for constipation, malabsorption, and parasitic infections. Turkey rhubarb root is one of the best, if not best, colon cleanse remedies available.

Watercress. High in Vitamin C, watercress is used as a general tonic, and its bitter taste is thought to regulate the appetite and improve digestion. It can be used to alleviate nervous conditions, constipation, and liver disorders. Watercress is a popular cough and bronchitis natural health remedy. It contains a remarkable substance called rhein, which appears to inhibit the growth of pathogenic bacteria in the intestines. It is believed that rhein is also effective against Candida albicans (yeast infection), fever and inflammation, and pain.

Contact Daryl Toll Free @ 866-840-3389 with any questions. You can also send an email to daryl@premium-essiac-tea-4less.com.

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This essiac tea formula is comprised of eight therapeutic herbs.

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Essiac dosage recommendations are based on multiple circumstances.

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The main factor taken into consideration for essiac dosage recommendations is your health condition. Other factors taken into consideration are age, weight, the seriousness of your current health condition and your past medical history.

Our website has an abundance of information about the proper essiac dosage recommendations for each and every individual. In addition to the information you find here, you should also consult with your health care practitioner and do further medical research into your health condition. The best patient is a well-informed patient. If and when your medical condition changes check back with us to see if your essiac dosage recommendations have also changed.

Seven Main Categories of Essiac Dosage Recommendations

Child Dosage is dependant on the weight of the child and the health conditions for which essiac will be used. Check out our simplified breakdown of essiac dosage for children. [Dosage for Children](#)

Pet Dosage is determined by the health and weight of your animal. Check out a thorough breakdown of the aggressive and maintenance dosage regimens for your cat or dog. [Pet Dosage Instructions](#)

Aggressive Dose is recommended if you have a serious illness. This is the standard essiac dosage recommended if you have cancer, diabetes or another serious medical condition. [Aggressive Dosage Instructions](#)

Aggressive Dose PLUS is recommended for those who are receiving chemotherapy and/or radiation therapy. This dose is also recommended for those who have been given a terminal diagnosis. [Aggressive PLUS Dosage Instructions](#)

Maintenance Dose is recommended for those who have overcome an illness. This dose is recommended for at least six months **AFTER** your test results have returned to normal. [Maintenance Dosage Instructions](#)

Preventive Dose is recommended for healthy individuals. This dose is to prevent health problems, disease and illness. This dosage is especially important for those who have a family history of cancer. [Essiac Preventive Dosage](#)

Detoxification Dose is recommended if you wish to detoxify your body.

Complaint

Essiac dosage recommendations are based on multiple circumstances.

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The detoxification dose is for improved health, to prevent disease and illness, or to recover from disease or illness. Detoxification regimens are typically done for a fixed period of time. But, this dose can be continued indefinitely to maintain optimal health.
Detoxification Dosage Instructions.

To exit 'Essiac Dosage Recommendations' and return to the 'Home' page, click [here](#).

Contact Daryl Toll Free @ 866-840-3389 with any questions. You can also send an email to daryl@premium-essiac-tea-4less.com.

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Natural Cure, Natural Remedy, Preventative Treatment: Is Essiac the Best Choice?

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Is Essiac a Cure All?

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- Formula del té
- Cure?
- Prevention
- Cancer Alternative
- Rese Intensiva
- mantenimiento
- Preparacion
- Essiac gratis

Essiac tea has been used for many decades as a cure for a wide range of illnesses and diseases. The FDA hasn't proven Essiac to have a beneficial effect as an herbal blend. However, the FDA has confirmed the eight individual essiac herbs do indeed have beneficial properties. Whether essiac tea is a cure or not according to the FDA isn't the important point. The important consideration is whether essiac tea helps a person fight an illness on a case by case basis. It may not help everybody, but it might help you or me on an individual basis.

The [Healthy Sense Directory](#) - An excellent source of organized health information...

The illnesses, diseases and conditions for which essiac tea has been used by people throughout the world are more than I can list. Some of the more common ailments are AIDS and HIV, diarrhea, constipation, high blood pressure, high cholesterol, internal and external cancers, benign and malignant tumor growth, chronic pain, diabetes, arthritis, kidney and bladder problems, ulcers, liver conditions, colon complications, sinus issues, gout, pneumonia and common chest colds. People use essiac for different reasons. Some are looking for a cure for conditions such as cancer. Others are looking to strengthen their immune system as a preventative measure. Essiac can be used in a variety of ways.

The Truth About Essiac	Essiac Tea & Capsules
Authentic, Organic, Affordable. Essiac Myths Exposed	Essiac Herbal Health Formula Quality Health Products, Low Prices

Ads by Google

Essiac continues to be used by a large portion of cancer patients in a complementary manner along with chemotherapy and radiation therapy. It's also being used as an alternative treatment and in a palliative manner.

There is not a cure for AIDS and the medicine available for fighting HIV and AIDS is beyond the financial means for a majority of the world's population. Essiac is a popular option for large populations of people in African countries. To learn more about how Essiac helps HIV and AIDS patients, click here: [HIV alternative treatment](#).

Diarrhea and constipation are a common inconvenience for many people, but for others they can be deadly. Essiac's eight herbs have properties with the ability to cure diarrhea and constipation. Click here for more detail on the inner workings of essiac on diarrhea and constipation: [Diarrhea Cure](#). [Constipation Cure](#).



Patients with liver problems such as hepatitis are giving more attention to the benefits of essiac. Essiac has liver and blood cleansing properties. Hepatitis patients have seen the health benefits from this cleansing process.

Complaint

Natural Cure, Natural Remedy, Preventative Treatment: Is Essiac the Best Choice?

Page 4 of 4

Exhibit G



Click here for a thorough explanation of the cleansing process and how it helps the liver:

For details of how essiac can benefit a particular disease, illness, or condition click on the appropriate listing below.

To Place an Order, Compare Pricing, or Check Out Packaging Options for Essiac Tea, [Click Here](#).

Contact Daryl Toll Free @ 866-840-3389 with any questions. You can also send an email to daryl@premium-essiac-tea-4less.com.

Disclaimer: *The statements regarding essiac tea have not been evaluated by the Food and Drug Administration. We cannot claim essiac is a cure, prevents disease or has beneficial medicinal properties. The information on this Web site or in emails is designed for educational purposes only. It is not intended to be a substitute for informed medical advice or care. You should not use this information to diagnose or treat any health problems or illnesses. Consult your physician before starting any medical treatment.*

Contact Us

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Decision and Order

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondent named in the caption hereof, and the respondent having been furnished thereafter with a copy of a draft complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with violations of the Federal Trade Commission Act; and

The respondent and counsel for the Commission having thereafter executed an Agreement Containing Consent Order containing an admission by the respondent of all the jurisdictional facts set forth in the draft complaint, a statement that the signing of said 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 that it had reason to believe that the respondent violated the said Act, and that a complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of thirty (30) days, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent Daryl C. Jenks is a resident of Michigan. His principal office or place of business is at 4245 Sundance Meadows, Howell, Michigan 48843. Individually or in concert with others, he formulates, directs, or controls the policies, acts, or

Decision and Order

practices of the business operating under the trade name “Premium Essiac Tea 4less.”

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER**DEFINITIONS**

For purposes of this Order, the following definitions shall apply:

1. “*Competent and reliable scientific evidence*” shall mean tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.
2. “*Commerce*” shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.
3. “*Food*” and “*drug*” shall mean “**food**” and “**drug**” as defined in Section 15 of the FTC Act, 15 U.S.C. § 55.
4. “*Essiac Product*” shall mean any product for which the term “Essiac” or “Caisse” appears on the product label or on any advertising or promotion, and any product containing burdock root, sheep sorrel, and slippery elm bark herbs, alone or with other ingredients.
5. “*Endorsement*” shall mean any advertising message (including verbal statements, demonstrations, or depictions

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of the name, signature, likeness or other identifying personal characteristics of an individual or the name or seal of an organization) which message consumers are likely to believe reflects the opinions, beliefs, findings or experience of a party other than the sponsoring advertiser. The party whose opinions, beliefs, findings or experience the message appears to reflect will be called the endorser and may be an individual, group or institution.

6. Unless otherwise specified “*Respondent*” shall mean Daryl C. Jenks, individually and doing business as Premium Essiac Tea 4less, and his agents, representatives and employees.
7. “*Covered product or service*” means any food, dietary supplement, or drug, including, but not limited to any Essiac Product; or any health-related product, service, or program.

I.

IT IS ORDERED that Respondent, directly or through any corporation, subsidiary, division, trade name, or other device, in connection with the advertising, promotion, offering for sale, or sale of any Essiac Product or any other covered product or service, in or affecting commerce, shall not represent, in any manner, expressly or by implication, including through the use of a product name or endorsement, that

- A. Such product or service is effective in the treatment, cure, or prevention of any disease or condition, or
- B. Such product or service is superior to other similar products or services,

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unless the representation is true, not misleading, and, at the time it is made, Respondent possesses and relies upon competent and reliable scientific evidence that substantiates the representation.

II.

IT IS FURTHER ORDERED that Respondent, directly or through any corporation, subsidiary, division, trade name, or other device, in connection with the advertising, promotion, offering for sale, or sale of any covered product or service, in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, including through the use of a product name or endorsement, about the absolute or comparative benefits, performance, efficacy, safety, or side effects of such covered product or service unless the claim is true, non-misleading, and, at the time it is made, Respondent possesses and relies upon competent and reliable scientific evidence that substantiates the representation.

III.

IT IS FURTHER ORDERED that Respondent, directly or through any corporation, subsidiary, division, trade name, or other device, in connection with the advertising, promotion, offering for sale, or sale of any covered product or service, in or affecting commerce, shall not misrepresent, in any manner, expressly or by implication, including through the use of a product name or endorsement, the existence, contents, validity, results, conclusions, or interpretations of any test, study, or research.

IV.

IT IS FURTHER ORDERED that:

- A. Nothing in this order shall prohibit Respondent from making any representation for any drug that is permitted in

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labeling for such drug under any tentative final or final standard promulgated by the Food and Drug Administration, or under any new drug application approved by the Food and Drug Administration; and

- B. Nothing in this order shall prohibit Respondent from making any representation for any product that is specifically permitted in labeling for such product by regulations promulgated by the Food and Drug Administration pursuant to the Nutrition Labeling and Education Act of 1990.

V.

IT IS FURTHER ORDERED that Respondent shall:

- A. Within seven (7) days after service of the Order upon Respondent, deliver to the Commission a list, in the form of a sworn affidavit, of all consumers that can be identified from Respondent's records who purchased an Essiac Product from Respondent on or after January 1, 2003. Such list shall include each consumer's name and address, and, if available, the telephone number and email address of each consumer and the full purchase price, including shipping, handling, and taxes, of any Essiac Product purchased from Respondent.
- B. Within thirty (30) days after service of the Order upon Respondent, send by first class mail, with postage prepaid, an exact copy of the notice attached hereto as Attachment A, showing the date of mailing, to each person who can be identified from Respondent's records who purchased Respondent's Essiac Product between January 1, 2003, and the date Respondent executed this Order. This mailing shall not include any other document.

Decision and Order

- C. Except as provided in this Order, Respondent, directly or through any corporation, subsidiary, division, trade name, or other device, shall not sell, rent, lease, transfer, or otherwise disclose the name, address, telephone number, credit card number, bank account number, email address, or other identifying information of any person who paid any money to Respondent, at any time prior to date this Order becomes final, in connection with the purchase of any Essiac Product. *Provided, however,* that Respondent may disclose such identifying information as required in Subpart A above, or to any law enforcement agency, or as required by any law, regulation, or court order.

VI.

IT IS FURTHER ORDERED that Respondent shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon reasonable notice make available to the Federal Trade Commission for inspection and copying:

- A. All advertisements and promotional materials containing the representation;
- B. All materials that were relied upon in disseminating the representation; and
- C. All tests, reports, studies, surveys, demonstrations, or other evidence in their possession or control that contradict, qualify, or call into question the representation, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations.

Decision and Order

VII.

IT IS FURTHER ORDERED that Respondent shall deliver a copy of this order to all current and future principals, officers, directors, and other employees with managerial authority having responsibilities with respect to the subject matter of this order, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

VIII.

IT IS FURTHER ORDERED that Respondent, for a period of ten (10) years after the date of issuance of this order, shall notify the Commission of the discontinuance of his individual current business or employment, or of his individual affiliation with any new business or employment. The notice shall include Respondent's new business address and telephone number and a description of the nature of the business or employment and his duties and responsibilities. All notices required by this Part and Part IX below shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580.

IX.

IT IS FURTHER ORDERED that Respondent shall, within sixty (60) days after service of this order, and, upon reasonable notice, at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which he has complied with this order.

Decision and Order

X.

IT IS FURTHER ORDERED that this order will terminate on October 23, 2028, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any Respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided further, that if such complaint is dismissed or a federal court rules that the Respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

Decision and Order

ATTACHMENT A

ATTACHMENT A

TO AGREEMENT CONTAINING CONSENT ORDER

**LETTER TO CUSTOMERS (INCLUDING DISTRIBUTORS)
WITH WHOM RESPONDENT HAS DONE BUSINESS
PRIOR TO EXECUTING THIS ORDER**

[To be printed on letterhead of Premium Essiac Tea 4less]

[Date]

[Name and address of recipient]

Dear [recipient's name]:

I recently entered into a settlement with the Federal Trade Commission ("FTC") regarding advertising claims for Essiac Tea. This product was sold on the Premium-essiac-tea-4less website. The settlement with the FTC does not constitute an admission that I have violated the law. As part of the settlement, however, I agreed to send you the following information prepared by the FTC about the scientific evidence on these products.

Very little scientific research has been done concerning Essiac tea as a treatment or cure for cancer or any other disease in humans. The scientific studies that have been done do not demonstrate that Essiac tea, or any of the ingredients in this product, is effective when used as a treatment for cancer or any other disease.

It is very important that you talk to your doctor or health care provider before using *any* alternative or herbal product, including Essiac tea. Speaking with your doctor is important to make sure that all aspects of your medical treatment work together. Things that seem safe, such as certain foods, herbs, or pills, may interfere with or affect your cancer or other medical treatment, or other medicines you might be taking. Some herbs or other complementary or alternative treatments may keep your medicines from doing what they are supposed to do, or could be harmful when taken with other medicines or in high doses. It also is very important that you talk to your doctor or health care

Decision and Order

provider before you decide to take any alternative or herbal product, including Essiac tea, instead of taking conventional cancer treatments that have been scientifically proven to be safe and effective in humans.

If you would like further information about complementary and alternative treatments for cancer, the following Internet web sites may be helpful:

- D. The National Cancer Institute: www.cancer.gov/cancertopics/pdq; or
- E. The National Center for Complementary and Alternative Medicines: www.nccam.nih.gov

You also can contact the National Cancer Institute's Cancer Information Service at 1-800-4-CANCER or 1-800-422-6237.

Sincerely,

Daryl C. Jenks
Premium Essiac Tea 4less

Analysis to Aid Public Comment

ANALYSIS OF CONSENT ORDER TO AID PUBLIC COMMENT

The Federal Trade Commission has accepted, subject to final approval, an agreement containing a consent order from Daryl C. Jenks, individually, and d/b/a Premium Essiac Tea 4less (“respondent”).

The proposed consent order has been placed on the public record for thirty (30) days for reception of comments by interested persons. Comments received during this period will become part of the public record. After thirty (30) days, the Commission will again review the agreement and the comments received, and will decide whether it should withdraw from the agreement or make final the agreement's proposed order.

This matter concerns the advertising and promotion of a product known as *Premium Essiac Tea*, a powder for making a tea beverage that, according to its label, contains: burdock root, rhubarb root, sheep sorrel, slippery elm, watercress, blessed thistle, red clover, and kelp. The Commission's complaint charges that respondent claimed that Premium Essiac Tea was effective to treat, prevent or cure cancer and other serious diseases. The complaint alleges that respondent did not have a reasonable basis for this claim. The complaint also charges that respondent claimed that Premium Essiac Tea was clinically proven to be superior to other types of essiac tea. The complaint alleges that this claim was false. The proposed consent order contains provisions designed to prevent respondent from engaging in similar acts and practices in the future.

Part I requires respondent to have competent and reliable scientific evidence substantiating any claim that any covered product or service is effective in the treatment, cure or prevention of any disease or condition, or is superior to other similar products or services. A “covered product or service” is defined as any food, dietary supplement or drug, including, but not limited to any

Analysis to Aid Public Comment

essiac tea product; or any health-related product, service or program. Part II requires that any future claim about the absolute or comparative benefits, performance, efficacy, safety or side effects of any covered product or service be truthful and supported by competent and reliable scientific evidence.

Part III of the consent order prohibits the misrepresentation of the results of any test, study or research in connection with the advertising, promotion or sale of any covered product or service.

Part IV of the proposed order provides that the order does not prohibit respondent from making representations for any drug that are permitted in labeling for the drug under any tentative or final Food and Drug Administration (“FDA”) standard or under any new drug application approved by the FDA; and representations for any product that are specifically permitted in labeling for that product by regulations issued by the FDA under the Nutrition Labeling and Education Act of 1990.

Part V.A. of the proposed order requires respondent to provide a list of all purchasers of Premium Essiac Tea to the Commission. Part V.B. requires respondent to mail to each purchaser a letter describing the scientific evidence related to essiac tea. Part V.C. prohibits respondent from providing any identifying information about his purchasers to anyone other than a law enforcement agency or as required by law.

Parts VI through IX of the proposed order require respondent to keep copies of relevant advertisements and materials that substantiate claims made in the advertisements; to provide copies of the order to certain of his employees; to notify the Commission of any changes in employment that might affect compliance obligations under the order; and to file compliance reports with the Commission. Part X provides that the order will terminate after twenty (20) years under certain circumstances.

Analysis to Aid Public Comment

The purpose of this analysis is to facilitate public comment on the proposed order, and is not intended to constitute an official interpretation of the agreement and proposed order or to modify in any way their terms.

Complaint

IN THE MATTER OF**HEXION LLC****AND****HUNTSMAN CORPORATION****CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS
OF SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE FEDERAL
TRADE COMMISSION ACT***Docket C-4235; File No. 071 0212**Complaint, October 2, 2008 – Decision, November 13, 2008*

This consent order addresses the proposed acquisition of Huntsman Corporation by Hexion LLC. The companies have been primary competitors in the development, manufacture, marketing, and sale of specialty epoxy resins. In addition, Hexion is a supplier of formaldehyde to three of the four producers of methyl diisocyanate or diphenylmethane diisocyanate (MDI) in the United States, of which Huntsman is one. To address competition concerns in the specialty epoxy resin market, the order calls for Hexion to divest its specialty epoxy business to Spolek Pro Chemickou A Hutni Vyrobu or another Commission-approved buyer, including facilities in Germany and the United States and their related assets. The order requires that Hexion provide for comprehensive and timely technology transfer to the acquirer, and that Hexion license or assign to the acquirer all intellectual property related to the production of specialty epoxy resins. To address concerns that the acquisition would increase the likelihood of coordinated interaction among competitors in the MDI market, the order requires Hexion to institute procedures to ensure that its acquired MDI business not have access directly or indirectly to competitively sensitive non-public information obtained by its formaldehyde division from other MDI producers. The order prohibits Hexion from using any competitively sensitive non-public information obtained from its competitors in an anticompetitive manner. The order provides that the Commission may appoint an Interim Monitor to ensure that the respondents comply with all of their obligations and perform all of their responsibilities. If the respondents have not fully complied with the obligations to assign, grant, license, divest, transfer, deliver, or otherwise convey relevant assets as required by the order, the Commission may appoint a Divestiture Trustee to do so. The order also requires the respondents to notify the Commission of any proposed dissolution of respondents; any proposed acquisition, merger or consolidation; or any other change in respondents, if such change might affect compliance obligations arising out of the order.

Complaint

Participants

For the Commission: *Roberta S. Baruch, Wallace W. Easterling, Sebastian Lorigo, Angelike Mina, David Morris, Catharine M. Moscatelli, Phillip Runco, Jaqueline Tapp, Leonor Velaquez, and David A. Von Nirschl.*

For the Respondents: *Jonathan M. Rich and Willard K. Tom, Morgan, Lewis & Bockius LLP; and William R. Vigdor, Vinson & Elkins.*

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act and of the Clayton Act, and by virtue of the authority vested by said Acts, the Federal Trade Commission (the “Commission”), having reason to believe that respondents Hexion LLC (“Hexion”), a corporation, and Huntsman Corporation (“Huntsman”), both subject to the jurisdiction of the Commission, have agreed to an acquisition of Huntsman by Hexion in violation 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 it appearing to the Commission that a proceeding in respect thereof would be in the public interest, hereby issues its Complaint, stating its charges as follows:

I. RESPONDENTS

1. Respondent Hexion LLC is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 180 East Broad Street, Columbus, OH, 43215. Hexion LLC, through its Hexion Specialty Chemicals, Inc. subsidiary, is engaged in a wide variety of businesses, including the development, manufacture, marketing, and sale of specialty epoxy resins and formaldehyde.

Complaint

2. Respondent Huntsman is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 500 Huntsman Way Salt Lake City, Utah, 84108. Huntsman is a global company engaged in a wide variety of businesses, including the development, manufacture, marketing, and sale of Specialty Epoxy Resins and Methyl Diisocyanate or Diphenylmethane Diisocyanate (“MDI”).

II. JURISDICTION

3. Huntsman and Hexion are, and at all times relevant herein have been, engaged in commerce as “commerce” is defined in Section 1 of the Clayton Act, as amended, 15 U.S.C. § 12, and are corporations whose businesses are in or affect commerce as “commerce” is defined in Section 4 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 44.

III. THE PROPOSED TRANSACTION

4. Hexion has proposed to acquire Huntsman. The acquisition agreement requires Hexion to pay approximately \$10.6 billion. Pursuant to that agreement, Hexion will acquire Huntsman shares and certain outstanding debts of Huntsman.

IV. THE RELEVANT PRODUCT MARKETS

5. Paragraphs 1-4 are incorporated by reference as if fully set forth herein.

A. Specialty Epoxy Resins

6. One relevant line of commerce within which to analyze the likely effects of the proposed transaction is the market for Specialty Epoxy Resins. Specialty Epoxy Resins are value added high performance epoxy resin products, including, but not limited to, blends, formulations, advanced resins, as well as

Complaint

multifunctional resins. The Specialty Epoxy resins sold into each application segment constitute distinct application specific end-use product markets. These resins are sold in conjunction with curing agents, modifiers, and other ingredients and components necessary to the use of these resins.

7. For example, Specialty Epoxy Resins are used in aerospace and wind turbine blade applications because of their heat resistance and mechanical properties. In aerospace composite applications they provide low weight, thermal reliability, and exceptional mechanical properties. Specialty Epoxy Resins are used in wind blade application because of, among other things, their low weight, tensile strength, and dimensional stability. Consequently, there are no practical and cost effective substitutes for these products. Each of the end-use application markets is highly concentrated as there are few qualified suppliers of Specialty Epoxy Resins for these applications.

8. Due to their enhanced performance, as compared to basic epoxy resins and other chemicals, Specialty Epoxy Resins are used in a wide range of demanding applications where enhanced performance is required. Due to their superior properties and cost-effectiveness, customers have stated they would not switch away from Specialty Epoxy Resins in response to a small but significant and non-transitory increase in their price.

9. The relevant geographic area within which to analyze the likely effects of the proposed transaction in the market for the production and sale of Specialty Epoxy Resins is North America. Due to the need for domestic supply and customer qualification requirements, among other impediments, customers in North America would not switch to foreign firms to any appreciable degree in response to a small but significant and non-transitory increase in their price.

Complaint

B. The Methyl Diisocyanate or Diphenylmethane Diisocyanate (“MDI”) Market

10. Another relevant line of commerce within which to analyze the likely effects of the proposed transaction is the Methyl Diisocyanate or Diphenylmethane Diisocyanate (“MDI”) market. The terms Methyl Diisocyanate and Diphenylmethane Diisocyanate are synonymous. MDI is a chemical that comes in various forms, but the bulk of sales are in the polymeric form (similar to the form in which plastics are produced). MDI is used to manufacture polyurethane foam (rigid and flexible), binders, and polyurethane elastomers. It is a chemical used in various applications, including construction insulation, refrigeration, and composite wood products. Because of its desirable properties, customers have stated they would not switch to other chemicals in response to a small but significant and non-transitory increase in the price of MDI.

11. Formaldehyde is a versatile chemical and an essential ingredient used in the manufacture of MDI. It provides useful characteristics such as desirable insulating and mechanical properties. Moreover, its use in MDI provides consumers with the benefit of its desirable characteristics, while avoiding some of the harmful characteristics associated with the use of pure formaldehyde, which is a carcinogen. Formaldehyde is also used in a variety of applications other than MDI, including particle boards, oriented strand boards, laminates, and adhesives

12. The relevant geographic area within which to analyze the likely effects of the proposed transaction in the MDI market is North America. MDI imports are minimal as it is generally consumed in the geographic region in which it is produced. Moreover, it is not practical to import these products due to the deterioration of these products during transport over long distances. Consequently, there are minimal imports of MDI into North America and customers in North America would not switch

Complaint

to foreign firms to any appreciable degree in response to a small but significant and non-transitory increase in their price.

V. MARKET STRUCTURE

13. The overall market for Specialty Epoxy Resins is highly concentrated. Additionally, as stated above, each of the application specific end-use markets is also highly concentrated. Hexion and Huntsman are leading competitors in the design, manufacture, and sale of Specialty Epoxy Resins accounting for between 60 and 90 percent of sales in the various application specific end-use markets in North America. Hexion and Huntsman each had close to \$1 billion in sales of Specialty Epoxy Resins in 2007.

14. The market for MDI is highly concentrated. There are only four producers of MDI in the United States: Huntsman, Dow Chemical, BASF, and Bayer. MDI imports are minimal as it is generally consumed in the geographic region in which it is produced. Hexion supplies formaldehyde to all the U.S. MDI producers, except Dow. Consequently, the market for MDI and the formaldehyde used in its production is highly concentrated. Total U.S. sales of MDI in 2007 were approximately \$2 billion.

15. Hexion, as a supplier of formaldehyde to MDI producers, receives competitively sensitive non-public information from three of the four MDI producers in North America. Such information includes, but is not limited to, MDI production forecasts, MDI demand forecasts and updates to these forecasts on a weekly basis as well as projected long term MDI demand forecasts for the next 6 to 12 months, and schedules for periodic shutdowns of MDI production facilities.

VI. CONDITIONS OF ENTRY

16. Entry into the overall Specialty Epoxy Resins market and the various application specific end-use markets in North America

Complaint

would not be timely, likely, or sufficient in magnitude, character, and scope to deter or counteract the anticompetitive effects of the merger.

17. Entry into the MDI market would not be timely, likely, or sufficient in magnitude, character, and scope to deter or counteract the anticompetitive effects of the merger.

18. In the Specialty Epoxy Resins market and the various application specific end-use markets in North America, it is costly to build facilities to produce these resins and the entrant is required to incur substantial sunk costs. Respondents have portfolios of over 100 patents covering their resins, and long and costly qualification requirements and capacity constraints add to the difficulty of entry, among other things. In the MDI market, entry takes several years and is very expensive with a significant sunk cost component included in MDI entry costs.

VII. COMPETITIVE EFFECTS OF THE PROPOSED ACQUISITION

19. The effects of the transaction, if consummated, may be substantially to lessen competition and tend to create a monopoly in each of the relevant markets in violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. § 45; in the following ways, among others:

- a. by eliminating actual, direct, and substantial competition between Hexion and Huntsman in the Specialty Epoxy Resins market and the various application specific end-use markets in North America;
- b. by increasing the likelihood that Hexion will exercise market power unilaterally in the market for Specialty Epoxy

Order to Maintain Assets

Resins and the various application specific end-use markets in North America; and

c. by increasing the likelihood of coordinated interaction among competitors in the market for MDI.

20. The agreement described in Paragraph 4 constitutes a violation of Section 5 of the FTC Act, as amended, 15 U.S.C. § 45.

21. The merger described in Paragraph 4, if consummated, would constitute a violation of Section 5 of the FTC Act, as amended, 15 U.S.C. § 45, and Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18.

WHEREFORE, THE PREMISES CONSIDERED, the Federal Trade Commission on this second day of October, 2008, issues its Complaint against said Respondents.

By the Commission.

ORDER TO MAINTAIN ASSETS

The Federal Trade Commission (“Commission”), having initiated an investigation of the proposed acquisition by Respondent Hexion LLC (“Hexion”) of Respondent Huntsman Corporation (“Huntsman”), and Respondents having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and that, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton

Order to Maintain Assets

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

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders (“Consent Agreement”), containing an admission by Respondents 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 Respondents 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 Hexion LLC is a limited liability company organized, existing and doing business under and by virtue of the laws of State of Delaware, with its headquarters address c/o Hexion Specialty Chemicals, Inc., 180 East Broad Street, Columbus, Ohio 43215.

2. Respondent Huntsman Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its headquarters address at 500 Huntsman Way, Salt Lake City, Utah 84108.

Order to Maintain Assets

3. The Commission has jurisdiction of the subject matter of this proceeding and of Respondents, 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, the Decision and Order), which are incorporated herein by reference and made a part hereof, shall apply:

- A. “Hexion” means Hexion LLC, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by Hexion (including, but not limited to, Hexion Specialty Chemicals, Inc., Nimbus Merger Sub Inc. and Hexion Specialty Chemicals GmbH) and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. After the Acquisition, Hexion shall include Huntsman.
- B. “Huntsman” means Huntsman Corporation, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by Huntsman, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “Respondents” mean Hexion and Huntsman, individually and collectively.
- D. “Decision and Order” means the:

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1. Proposed Decision and Order contained in the Consent Agreement in this matter until the issuance of a final 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.
- E. “Interim Monitor” means any monitor appointed pursuant to Paragraph IV of this Order to Maintain Assets or Paragraph V of the Decision and Order.
- F. “Orders” means the Decision and Order and this Order to Maintain Assets.
- G. “Commission” means the Federal Trade Commission.
- H. “Specialty Epoxy Resin Product Business(es)” means Respondent Hexion’s business throughout the World related to all of the Specialty Epoxy Resin Products, including the research, Development, manufacture, distribution, marketing, and sale of each Specialty Epoxy Resin Product and the assets related to such business, including, but not limited to, the Specialty Epoxy Resin Product Assets.
- I. “Pre-Acquisition Marketing Plan” means any marketing or sales plan that was planned or implemented within the period immediately prior to the Acquisition and without consideration of the influence of the pending Acquisition for the Specialty Epoxy Resin Product Business.

II.

IT IS FURTHER ORDERED that from the date this Order to Maintain Assets becomes final:

Order to Maintain Assets

- A. Until Respondents fully transfer the Specialty Epoxy Resin Product Assets to the Acquirer, Respondents shall take such actions as are necessary to maintain the full economic viability, marketability and competitiveness of the Specialty Epoxy Resin Product Business, to minimize any risk of loss of competitive potential for the Specialty Epoxy Resin Product Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the Specialty Epoxy Resin Product Business except for ordinary wear and tear. Respondents shall not sell, transfer, encumber or otherwise impair the Specialty Epoxy Resin 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 Specialty Epoxy Resin Product Business.
- B. Respondent Hexion shall retain all of Respondent Hexion's, rights, title, and interest in the InfraTec Assets, until such assets are transferred by Respondent Hexion to the Acquirer pursuant to the Decision and Order.
- C. Prior to the Effective Date and as a condition precedent to the consummation of the Acquisition, Respondents shall secure all consents and waivers from all Third Parties (including, without limitation, such consents and waivers related to the InfraTec Assets) that are necessary to permit Respondents to divest the Specialty Epoxy Resin Product Assets required to be divested pursuant to the Decision and Order to the Acquirer, and/or to permit such Acquirer to continue the research, Development, manufacture, sale, marketing or distribution of the Specialty Epoxy Resin Products;

provided, however, Respondents may satisfy this requirement by certifying that the Acquirer has executed

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all such agreements directly with each of the relevant Third Parties.

- D. Until Respondents fully transfer the Specialty Epoxy Resin Product Assets to the Acquirer, Respondents shall maintain the operations of the Specialty Epoxy Resin Product 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 marketability, viability, and competitiveness of the Specialty Epoxy Resin Product Business and shall use their best efforts to preserve the existing relationships with the following: suppliers; vendors and distributors, including, but not limited to, the High Volume Accounts; customers; Agencies; employees; and others having business relations with the Specialty Epoxy Resin Product Business. Respondents' responsibilities shall include, but are not limited to, the following:
1. Respondents shall provide the Specialty Epoxy Resin Product 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 Specialty Epoxy Resin Product Business;
 2. Respondents shall continue, at least at their scheduled pace, any additional expenditures for the Specialty Epoxy Resin Product Business authorized prior to the date the Consent Agreement was signed by Respondents including, but not limited to, all research, Development, manufacture, distribution, marketing and sales expenditures;

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3. Respondents shall provide such resources as may be necessary to respond to competition against the Specialty Epoxy Resin Products and/or to prevent any diminution in sales of the Specialty Epoxy Resin Products during and after the Acquisition process and prior to divestiture of the related Specialty Epoxy Resin Product Assets;
 4. Respondents shall provide such resources as may be necessary to maintain the competitive strength and positioning of the Specialty Epoxy Resin Products at the High Volume Accounts;
 5. Respondents shall make available for use by the Specialty Epoxy Resin Product 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 such business, including the Specialty Epoxy Resin Product Assets;
 6. Respondents shall provide the Specialty Epoxy Resin Product Business with such funds as are necessary to maintain the full economic viability, marketability and competitiveness of the Specialty Epoxy Resin Product Business; and
 7. Respondents shall provide such support services to the Specialty Epoxy Resin Product Business as were being provided to these Business by Respondents as of the date the Consent Agreement was signed by Respondents.
- E. Until Respondents fully transfer the Specialty Epoxy Resin Product Assets to the Acquirer, Respondents shall maintain a work force at least as equivalent in size, training, and expertise to what has been associated with the Specialty Epoxy Resin Products for the relevant

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Specialty Epoxy Resin Product's most recent Pre-Acquisition Marketing Plan.

- F. Until the Closing Date for each respective set of Specialty Epoxy Resin Product Assets, Respondents shall provide all the related Specialty Epoxy Resin Product Core Employees with reasonable financial incentives to continue in their positions and to research, Develop, and manufacture the relevant Specialty Epoxy Resin Products consistent with past practices and/or as may be necessary to preserve the marketability, viability and competitiveness of such Specialty Epoxy Resin Products pending divestiture and to ensure successful execution of the Pre-Acquisition Marketing Plans related to the relevant Specialty Epoxy Resin Products. Such incentives shall include a continuation of all employee benefits offered by Respondents until the Closing Date for the divestiture of the respective Specialty Epoxy Resin Product Assets has occurred, including regularly scheduled raises, bonuses, vesting of pension benefits (as permitted by Law), and additional incentives as may be necessary to prevent any diminution of the relevant Specialty Epoxy Resin Product's competitiveness.
- G. Respondents shall, during the Specialty Epoxy Resin Product Employee Access Period, not interfere with the hiring or employing by the relevant Acquirer of Specialty Epoxy Resin Product Core Employees, and shall remove any impediments within the control of Respondents that may deter these employees from accepting employment with such Acquirer, including, but not limited to, any noncompete provisions of employment or other contracts with Respondents that would affect the ability or incentive of those individuals to be employed by such Acquirer. In addition, Respondents shall not make any counteroffer to a Specialty Epoxy Resin Product Core Employee who

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receives a written offer of employment from the relevant Acquirer;

provided, however, subject to the conditions of continued employment prescribed in this Order, this Paragraph II.G. shall not prohibit Respondents from continuing to employ any Specialty Epoxy Resin Product Core Employee under the terms of such employee's employment with Respondents prior to the date of the written offer of employment from the Acquirer to such employee.

- H. Pending divestiture of the Specialty Epoxy Resin Product Assets, Respondents shall:
1. not use, directly or indirectly, any such Confidential Business Information related to the research, Development, manufacturing, marketing, or sale of the Specialty Epoxy Resin relevant other than as necessary to comply with the following:
 - a. the requirements of the Orders;
 - b. Respondents' obligations to the Acquirer under the terms of any Remedial Agreement related to Specialty Epoxy Resin Products; or
 - c. applicable Law;
 2. not disclose or convey any such Confidential Business Information, directly or indirectly, to any person except the Acquirer or other persons specifically authorized by the Acquirer to receive such information;
 3. not provide, disclose or otherwise make available, directly or indirectly, any such Confidential Business Information related to the marketing or sales of the

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Specialty Epoxy Resin Products to the employees associated with business related to those Retained Products that are used or suitable for use in commerce for the same or similar purposes as the Specialty Epoxy Resin Products; and

4. shall institute procedures and requirements to ensure that the above-described employees:
 - a. do not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information in contravention of this Order to Maintain Assets; and
 - b. do not solicit, access or use any Confidential Business Information that they are prohibited under this Order to Maintain Assets from receiving for any reason or purpose.
- I. Not later than thirty (30) days following the Effective Date, Respondents shall provide to all of Respondents' employees and other personnel who may have access to Confidential Business Information related to each of the respective Specialty Epoxy Resin Products written or electronic notification of the restrictions on the use of such information by Respondents' personnel. At the same time, if not provided earlier, Respondents shall provide a copy of such notification by e-mail with return receipt requested or similar transmission, and keep an electronic file of such receipts for one (1) year after the Closing Date. Respondents shall provide a copy of the form of such notification to the Acquirer, the Interim Monitor(s), and the Commission. Respondents shall also obtain from each employee covered by this Paragraph II.I. an agreement to abide by the applicable restrictions. Respondents shall maintain complete records of all such agreements at

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Respondents' corporate headquarters and shall provide an officer's certification to the Commission stating that such acknowledgment program has been implemented and is being complied with. Respondents shall monitor the implementation by their employees and other personnel of all applicable restrictions, and take corrective actions for the failure of such employees and personnel to comply with such restrictions or to furnish the written agreements and acknowledgments required by this Order to Maintain Assets. Respondents shall provide the Acquirer with copies of all certifications, notifications and reminders sent to Respondents' employees and other personnel.

- J. Respondents shall adhere to and abide by the Remedial Agreements (which agreements shall not vary or contradict, or be construed to vary or contradict, the terms of the Orders, it being understood that nothing in the Orders shall be construed to reduce any obligations of Respondents under such agreement(s)), which are incorporated by reference into this Order to Maintain Assets and made a part hereof.
- K. The purpose of this Order to Maintain Assets is to maintain the full economic viability, marketability and competitiveness of the Specialty Epoxy Resin Product Business through its full and complete transfer to the Acquirer, to minimize any risk of loss of competitive potential for the Specialty Epoxy Resin Product Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the Specialty Epoxy Resin Product Assets except for ordinary wear and tear.

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III.**IT IS FURTHER ORDERED** that:

- A. For the time period after the date on which Respondents signs the Consent Agreement,
1. Respondents shall not use, directly or indirectly, any MDI Non-Public Information related to the research, Development, manufacturing, marketing, or sale of MDI Products that is obtained from an MDI Producer other than as necessary to comply with the following:
 - a. the requirements of this Orders;
 - b. Respondents' obligations to such MDI Producer under the terms of any agreement related to MDI Products; or
 - c. applicable Law;
 2. Respondents shall not disclose or convey any such MDI Non-Public Information, directly or indirectly, to any Person *except* the respective MDI Producer, other Persons specifically authorized by such MDI Producer to receive such information, and such employees of Respondent Hexion directly assigned to the FDBU;
 3. Respondents shall not provide, disclose or otherwise make available, directly or indirectly, any such MDI Non-Public Information to the employees associated with the MDI Acquired Business;
 4. Respondents shall ensure that no manager with direct line authority over the FDBU provides, discloses, or otherwise makes available, directly or indirectly, any

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- MDI Non-Public Information to the employees associated with the MDI Acquired Business, including, without limitation, those employees with direct line authority over the MDI Acquired Business;
5. Respondents shall prohibit any employee associated with the FDBU from discussing with, or providing, disclosing or otherwise making available to, any employee associated with the MDI Acquired Business, directly or indirectly, any MDI Non-Public Information;
 6. Respondents shall institute procedures and requirements throughout the various entities of the Respondents to ensure the MDI Non-Public Information is protected as required by this Order to Maintain Assets.
- B. The purpose of this Paragraph III is to prevent Respondents from using the MDI Non-Public Information to the detriment of the research, Development, manufacturing, marketing, or sale of MDI Products of the MDI Producers; to the benefit of the MDI Products researched, Developed, manufactured, marketed, or sold by Respondents; or from otherwise using such information in an anticompetitive manner or in any unfair method of competition.

IV.**IT IS FURTHER ORDERED** that:

- A. At any time after Respondents sign the Consent Agreement in this matter, the Commission may appoint an Interim Monitor to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by the Orders and the Remedial Agreements. The Commission may appoint one

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or more Interim Monitors to assure Respondents' compliance with the requirements of the Orders, and the related Remedial Agreements.

- B. The Commission shall select the Interim Monitor, subject to the consent of Respondent Hexion, which consent shall not be unreasonably withheld. If Respondent Hexion has not opposed, in writing, including the reasons for opposing, the selection of a proposed Interim Monitor within ten (10) days after notice by the staff of the Commission to Respondent Hexion of the identity of any proposed Interim Monitor, Respondents shall be deemed to have consented to the selection of the proposed Interim Monitor.
- C. Not later than ten (10) days after the appointment of the Interim Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on the Interim Monitor all the rights and powers necessary to permit the Interim Monitor to monitor Respondents' compliance with the relevant requirements of the Orders in a manner consistent with the purposes of the Orders.
- D. If one or more Interim Monitors are appointed pursuant to this Paragraph or pursuant to the relevant provisions of the Decision and Order in this matter, Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of each Interim Monitor:
 - 1. The Interim Monitor shall have the power and authority to monitor Respondents' compliance with the divestiture and asset maintenance obligations and related requirements of the Orders, and shall exercise such power and authority and carry out the duties and

Order to Maintain Assets

responsibilities of the Interim Monitor in a manner consistent with the purposes of the Orders and in consultation with the Commission;

2. The Interim Monitor shall act in a fiduciary capacity for the benefit of the Commission; and
3. The Interim Monitor shall serve until, the latter of:
 - a. the date of completion by Respondents of the divestiture of all Specialty Epoxy Resin Product Assets and the transfer of the Manufacturing Technology, Product Intellectual Property, and Product Licensed Intellectual Property in a manner that fully satisfies the requirements of the Orders; and
 - b. with respect to each Specialty Epoxy Resin Product, the date the Acquirer (or the Designee(s) of such Acquirer) has obtained all Product Approvals necessary to manufacture, market, import, export, and sell such Specialty Epoxy Resin Product and able to manufacture such Specialty Epoxy Resin Product in commercial quantities independently of Respondents;

provided, however, that, the Interim Monitor's service shall not exceed five (5) years from the date on which the Decision and Order becomes final;

provided further, that the Commission may shorten or extend this period as may be necessary or appropriate to accomplish the purposes of the Orders.

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- E. Subject to any demonstrated legally recognized privilege, the Interim Monitor shall have full and complete access to Respondents' personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Interim Monitor may reasonably request, related to Respondents' compliance with their obligations under the Orders, including, but not limited to, their obligations related to the relevant assets. Respondents shall cooperate with any reasonable request of the Interim Monitor and shall take no action to interfere with or impede the Interim Monitor's ability to monitor Respondents' compliance with the Orders.
- F. The Interim Monitor shall serve, without bond or other security, at the expense of Respondents on such reasonable and customary terms and conditions as the Commission may set. The Interim Monitor shall have authority to employ, at the expense of the Respondents, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Interim Monitor's duties and responsibilities.
- G. Respondents shall indemnify the Interim Monitor and hold the Interim Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Interim 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 Interim Monitor.

Order to Maintain Assets

H. Respondent shall report to the Interim Monitor in accordance with the requirements of this Order to Maintain Assets and/or as otherwise provided in any agreement approved by the Commission. The Interim Monitor shall evaluate the reports submitted to the Interim Monitor by Respondent, and any reports submitted by the Acquirer with respect to the performance of Respondent's obligations under the Orders or the Remedial Agreement(s). Within thirty (30) days from the date the Interim Monitor receives these reports, the Interim Monitor shall report in writing to the Commission concerning performance by Respondent of its obligations under the Orders; *provided, however*, beginning one hundred twenty (120) days after Respondent has filed its final report pursuant to Paragraph VIII.C. of the related Decision and Order, and every one hundred twenty (120) days thereafter, the Interim Monitor shall report in writing to the Commission concerning progress by the Acquirer toward:

1. obtaining all of the relevant Product Approvals necessary to manufacture in commercial quantities, the Specialty Epoxy Resin Products independently of Respondents and;
 2. to secure sources of supply of the ingredients, inputs and components for the Specialty Epoxy Resin Products from entities other than Respondents.
- I. Respondents may require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement;

provided, however, that such agreement shall not restrict the Interim Monitor from providing any information to the Commission.

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- J. The Commission may, among other things, require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Interim Monitor's duties.
- K. If the Commission determines that the Interim Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Interim Monitor in the same manner as provided in this Paragraph or the relevant provisions of the Decision and Order in this matter.
- L. The Commission may on its own initiative, or at the request of the Interim Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Orders.
- M. The Interim Monitor appointed pursuant to this Order to Maintain Assets or the relevant provisions of the Decision and Order in this matter may be the same person appointed as a Divestiture Trustee pursuant to the relevant provisions of the Decision and Order.

V.

IT IS FURTHER ORDERED that within thirty (30) days after the date this Order to Maintain Assets becomes final, and every thirty (30) days thereafter until Respondents have fully complied with their obligations their obligations under Paragraphs II.A. and II.B. of the related Decision and Order in this matter, Respondents shall submit to the Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this

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Order to Maintain Assets and the related Decision and Order; *provided, however*, that, after the Decision and Order in this matter becomes final, the reports due under this Order to Maintain Assets shall be consolidated with, and submitted to the Commission at the same time as, the reports required to be submitted by Respondents pursuant to Paragraph VIII of the Decision and Order.

VI.

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

- A. any proposed dissolution of any Respondent;
- B. any proposed acquisition, merger or consolidation of any Respondent; or
- C. any other change in any 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 to Maintain Assets.

VII.

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

- A. access, during business office hours of such Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts,

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correspondence, memoranda and all other records and documents in the possession or under the control of such Respondent related to compliance with this Order to Maintain Assets, which copying services shall be provided by such Respondent at the request of the authorized representative(s) of the Commission and at the expense of the Respondent; and

- B. to interview officers, directors, or employees of such Respondent, who may have counsel present, regarding such matters.

VIII.

IT IS FURTHER ORDERED that this Order to Maintain Assets shall terminate on the earlier of:

- 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; or
- B. The latter of:
 - 1. the day after the divestiture of all of the Specialty Epoxy Resin Product Assets, as required by and described in the Decision and Order, has been completed and each Interim Monitor, in consultation with Commission staff and the Acquirer, notifies the Commission that all assignments, conveyances, deliveries, grants, licenses, transactions, transfers and other transitions related to such divestitures are complete, or the Commission otherwise directs that this Order to Maintain Assets is terminated; or

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2. the day the related Decision and Order becomes final.

By the Commission.

DECISION AND ORDER
[Public Record Version]

The Federal Trade Commission (“Commission”), having initiated an investigation of the proposed acquisition by Respondent Hexion LLC (“Hexion”) of Respondent Huntsman Corporation (“Huntsman”), and Respondents having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and that, if issued by the Commission, would charge Respondents 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

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders (“Consent Agreement”), containing an admission by Respondents 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 Respondents 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 that it had reason to believe that Respondents

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have violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint and an Order to Maintain Assets, and having accepted the executed Consent Agreement and placed 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 makes the following jurisdictional findings and issues the following Decision and Order (“Order”):

1. Respondent Hexion LLC is a limited liability company organized, existing and doing business under and by virtue of the laws of State of Delaware, with its headquarters address c/o Hexion Specialty Chemicals, Inc., 180 East Broad Street, Columbus, Ohio 43215.

2. Respondent Huntsman Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its headquarters address at 500 Huntsman Way, Salt Lake City, Utah 84108.

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

ORDER**I.**

IT IS ORDERED that, as used in the Order, the following definitions shall apply:

- A. “Hexion” means Hexion LLC, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by Hexion

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(including, but not limited to, Hexion Specialty Chemicals, Inc. and Nimbus Merger Sub Inc.) and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. After the Acquisition, Hexion shall include Huntsman.

- B. “Huntsman” means Huntsman Corporation, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by Huntsman, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “Respondents” mean Hexion and Huntsman, individually and collectively.
- D. “Commission” means the Federal Trade Commission.
- E. “Acquirer” means the following:
 - 1. a Person specified by name in this Order to acquire particular assets or rights that Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order and that has been approved by the Commission to accomplish the requirements of this Order in connection with the Commission’s determination to make this Order final; or
 - 2. a Person approved by the Commission to acquire particular assets or rights that Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order.
- F. “Acquisition” means Respondent Hexion’s acquisition of fifty percent (50%) or more of the voting securities of Respondent Huntsman.

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- G. “Agency(ies)” means any government regulatory authority or authorities in the world responsible for granting approval(s), clearance(s), qualification(s), license(s), or permit(s) for any aspect of the research, Development, manufacture, marketing, distribution, or sale of a Specialty Epoxy Resin Product or MDI Product. The term “Agency” includes, without limitation, the United States Environmental Protection Agency.
- H. “Closing Date” means the date on which Respondent(s) (or a Divestiture Trustee) consummates a transaction to assign, grant, license, divest, transfer, deliver, or otherwise convey the Specialty Epoxy Resin Product Assets to an Acquirer pursuant to this Order.
- I. “Confidential Business Information” means all information owned by, or in the possession or control of, Respondents that is not in the public domain and that is directly related to the research, Development, manufacture, marketing, commercialization, importation, exportation, cost, supply, sales, sales support, or use of the Specialty Epoxy Resin Product(s); *provided however*, that the restrictions contained in this Order regarding the use, conveyance, provision, or disclosure of “Confidential Business Information” shall not apply to the following:
1. information that subsequently falls within the public domain through no violation of this Order or breach of confidentiality or non-disclosure agreement with respect to such information by Respondents;
 2. information related to the Specialty Epoxy Resin Products that Respondent Huntsman can demonstrate it obtained without the assistance of Respondent Hexion prior to the Acquisition;

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3. information that is required by Law to be publicly disclosed;
 4. information that does not directly relate to the Specialty Epoxy Resin Product(s); or
 5. information relating to Respondents' general business strategies or practices relating to research, Development, manufacture, marketing or sales of products that does not discuss with particularity the Specialty Epoxy Resin Product(s).
- J. "Contract Manufacture" means to manufacture a Contract Manufacture Product by the Respondents or a Designee to be supplied to an Acquirer.
- K. "Contract Manufacture Product(s)" means all inputs and components of the Specialty Epoxy Resin Products, or any finished goods that are provided for resale as Specialty Epoxy Resin Products that, are not being manufactured at the Specialty Epoxy Resin Product Facilities on a regular basis as of the Closing Date, and that either are or were being manufactured by Hexion at any time on or after July 12, 2006.
- L. "Copyrights" means rights to all original works of authorship of any kind directly related to the Specialty Epoxy Resin Product(s) and any registrations and applications for registrations thereof, including, but not limited to, the following: all such rights with respect to all promotional, marketing and advertising materials, educational and training materials for the sales force, and sales forecasting models; copyrights in all process development data and reports relating to the research and Development of the Specialty Epoxy Resin Product(s) or of any materials used in the research, Development,

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manufacture, marketing or sale of the Specialty Epoxy Resin Product(s), including copyrights in all raw data, statistical programs developed (or modified in a manner material to the use or function thereof (other than through user preferences)) to analyze research data, market research data, market intelligence reports and statistical programs (if any) used for marketing and sales research; all copyrights in customer information; all records relating to employees who accept employment with the Acquirer (excluding any personnel records the transfer of which is prohibited by applicable Law); all copyrights in records, including customer lists, sales force call activity reports, vendor lists, sales data, manufacturing records, manufacturing processes, and supplier lists; all copyrights in data contained in laboratory notebooks relating to the Specialty Epoxy Resin Product(s); all copyrights in analytical and quality control data; and all correspondence with Agencies.

- M. “Designee” means any entity other than Respondents that will manufacture a Specialty Epoxy Resin Product for an Acquirer.
- N. “Development” means all research and development activities, including, without limitation, the following: test method development; stability testing; toxicology; formulation, including without limitation, customized formulation for a particular customer(s); process development; manufacturing scale-up; development-stage manufacturing; quality assurance/quality control development; statistical analysis and report writing; and conducting experiments for the purpose of obtaining any and all Product Approvals. “Develop” means to engage in Development.

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- O. “Direct Cost” means a cost not to exceed the cost of labor, material, travel and other expenditures to the extent the costs are directly incurred to provide the relevant assistance or service. “Direct Cost” to the Acquirer for its use of any of Respondents’ employees’ labor shall not exceed the average hourly wage rate for such employee; *provided, however*, in each instance where: (1) an agreement to divest relevant assets is specifically referenced and attached to this Order, and (2) such agreement becomes a Remedial Agreement for a Specialty Epoxy Resin Product, “Direct Cost” means such cost as is provided in such Remedial Agreement for that Specialty Epoxy Resin Product.
- P. “Divestiture Trustee” means the trustee appointed by the Commission pursuant to the relevant provisions of this Order.
- Q. “Domain Name” means the domain name(s) (universal resource locators), and registration(s) thereof, issued by any entity or authority that issues and maintains the domain name registration. The term “Domain Name” shall not include any trademark or service mark rights to such domain names other than the rights to the Trademarks required to be divested and shall not include those domain names listed in Appendix A.
- R. “Effective Date” means the date on which the Acquisition occurs.
- S. “Employee Information” means the following, for each Specialty Epoxy Resin Product Core Employee, as and to the extent permitted by the Law:
1. a complete and accurate list containing the name of each relevant employee (including former employees who were employed by Respondents within ninety

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(90) days of the execution date of any Remedial Agreement);

2. with respect to each such employee, the following information:
 - a. the date of hire and effective service date;
 - b. job title or position held;
 - c. a specific description of the employee's responsibilities related to the relevant Specialty Epoxy Resin Product; *provided, however*, in lieu of this description, Respondents may provide the employee's most recent performance appraisal;
 - d. the base salary or current wages;
 - e. the most recent bonus paid, aggregate annual compensation for Respondents' last fiscal year and current target or guaranteed bonus, if any;
 - f. employment status (*i.e.*, active or on leave or disability; full-time or part-time); and
 - g. any other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and
3. at the Acquirer's option or the Proposed Acquirer's option (as applicable), copies of all employee benefit plans and summary plan descriptions (if any) applicable to the relevant employees.

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- T. “Expiration Date” means the earliest of the following days:
1. the day on which Respondent Hexion withdraws its tender offer for the voting securities of Respondent Huntsman;
 2. the day on which Respondent Hexion’s tender offer for the voting securities of Respondent Huntsman expires without extension or amendment by Respondent Hexion;
 3. the day on which a Third Party acquires fifty (50) percent or more of the voting securities of Respondent Huntsman; or
 4. the day six (6) months after the day on which this Order becomes final.
- U. “Formaldehyde and Derivatives Business Unit” or “FDBU” means the division within Respondent Hexion focused on the production and sale of formaldehyde and its derivatives, including Hexamine, Methaform and various other specialty chemicals produced when formaldehyde is reacted with various substances.
- V. “Formulated System” means the exact combination and proportion of epoxy resins, curing agents, reactive diluents and other components that achieves a particular set of application and end-use characteristics in a final product.
- W. “Government Entity” means any Federal, state, local or non-U.S. government, or any court, legislature, government agency, or government commission, or any judicial or regulatory authority of any government.
- X. “Hexion Stuttgart Assets” means all of Respondent Hexion’s Ownership Interest in Hexion Stuttgart, a limited

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liability company under and by virtue of the laws of the Federal Republic of Germany registered with the commercial register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Stuttgart under HRB 21470.

- Y. “High Volume Account(s)” means any customer of Respondent Hexion whose annual and/or projected annual aggregate purchase amounts (on a company-wide level), in units or in dollars, of a Specialty Epoxy Resin Product in the United States from Respondent Hexion was, is, or is projected to be, among the top twenty highest of such purchase amounts by Respondent Hexion’s U.S. customers on any of the following dates: (1) the end of the last quarter that immediately preceded the date of the public announcement of the proposed Acquisition; (2) the end of the last quarter that immediately preceded the Effective Date; (3) the end of the last quarter that immediately preceded the Closing Date for the Specialty Epoxy Resin Product Assets; or 4) the end of the last quarter following the Acquisition and/or the Closing Date.
- Z. “InfraTec” means InfraTec Duisburg GmbH, a corporation organized, existing, and doing business under and by virtue of the laws of the Federal Republic of Germany, with its offices and principal place of business located at Varziner Strasse 49, 47138 Duisburg, Federal Republic of Germany. The term “InfraTec” shall include any Person in which Respondent Hexion holds an Ownership Interest and that: (1) holds or controls assets related to and located at the facility located at Varziner Strasse 49, 47138, at Duisburg, Federal Republic of Germany, such facility is identified in under the term “Specialty Epoxy Resin Product Facilities” in this Order, and (2) provides site services to that facility.

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- AA. “InfraTec Assets” means all of Respondent Hexion’s Ownership Interest in InfraTec. The term “InfraTec Assets” shall include, without limitation, all of Respondent Hexion’s Ownership Interest in InfraTec that Respondent Hexion held as of August 2, 2007, *i.e.*, that Ownership Interest representing seventy (70) percent of the total ownership of InfraTec.
- BB. “Interim Monitor” means any monitor appointed pursuant to Paragraph V of this Order or Paragraph IV of the related Order to Maintain Assets.
- CC. “Law” means all laws, statutes, rules, regulations, ordinances, and other pronouncements by any Government Entity having the effect of law.
- DD. “Manufacturing Employees” means all salaried employees of Respondent Hexion who have directly participated in the planning, design, implementation or operational management of the Manufacturing Technology of the Specialty Epoxy Resin Products (irrespective of the portion of working time involved unless such participation consisted solely of oversight of legal, accounting, tax or financial compliance) within the three (3) year period immediately prior to the Closing Date.
- EE. “Manufacturing Equipment” means all fixtures, equipment (including, without limitation technical equipment and computers), and machinery that is or has been used at the Specialty Epoxy Resin Product Facilities at any time since April 29, 2005, in the research, Development, or manufacture of a Specialty Epoxy Resin Product and that is suitable for use in the research, Development, or manufacture of a Specialty Epoxy Resin Product as of the Effective Date.
- FF. “Manufacturing Technology” means:

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1. all technology, trade secrets, know-how, and proprietary information (whether patented, patentable or otherwise) related to the manufacture of the Specialty Epoxy Resin Product(s), including, but not limited to, the following: all product specifications, processes, product designs, plans, trade secrets, ideas, concepts, manufacturing, engineering, and other manuals and drawings, standard operating procedures, flow diagrams, chemical safety, quality assurance, quality control, research records, compositions, annual product reviews, regulatory communications, control history, current and historical information associated with compliance with Agency regulations, and labeling and all other information related to the manufacturing process, and supplier lists; tabulations, chemical descriptions and specifications of, all raw materials inputs, components, and ingredients related to the Specialty Epoxy Resin Products; and
2. for those instances in which the manufacturing equipment is not readily available from a Third Party, at the Acquirer's option, all such equipment used to manufacture the Specialty Epoxy Resin Product(s).

GG. "Marketing and Business Development Employees" means all management level employees of Respondent Hexion who directly have participated (irrespective of the portion of working time involved) in the marketing, contracting, or promotion of the Product(s) within the three (3) year period immediately prior to the Closing Date. These employees include, without limitation, all management level employees having any responsibilities in the areas of sales management, brand management, sales training, market research, business development,

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epoxy resin and related specialty markets, but excluding administrative assistants.

- HH. “Marketing Materials” means all marketing materials used specifically in the marketing or sale of a Specialty Epoxy Resin Product(s) prior to and as of the Closing Date, including, without limitation, all advertising materials, training materials, product data, mailing lists, sales materials (*e.g.*, sales call reports, vendor lists, sales data), marketing information (*e.g.*, competitor information, research data, market intelligence reports, statistical programs (if any) used for marketing and sales research), customer information (including customer net purchases information to be provided on the basis of either dollars and/or units for each month, quarter or year), sales forecasting models, educational materials, and advertising and display materials, speaker lists, promotional and marketing materials, Website content and advertising and display materials, artwork for the production of packaging components, television masters and other similar materials related to the Specialty Epoxy Resin Product(s).
- II. “MDI Acquired Business” means the business of researching, Developing, manufacturing, marketing, exporting and/or selling MDI Products that Respondent Hexion acquires from Respondent Huntsman pursuant to the Acquisition.
- JJ. “MDI Non-Public Information” means all information that is not in the public domain relating to an MDI Producer’s business related to MDI Products, including, without limitation, customer lists, price lists, marketing plans, production plans, contracts, expansion projects, cost information, marketing methods, competitively sensitive data or information, and all other information not available to the public.

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- KK. “MDI Producer” means any Person that researches, Develops, manufactures, markets, imports, exports or sells any MDI Product other than the Respondents.
- LL. “MDI Product(s)” or “MDI” means methylene diphenyl diisocyanate and/or diphenylmethane diisocyanate.
- MM. “Order to Maintain Assets” means the Order to Maintain Assets incorporated into and made a part of the Agreement Containing Consent Orders.
- NN. “Ownership Interest” means any and all rights, title, and interest, present or contingent, of the Respondent(s) to hold any voting or nonvoting stock, share capital, equity, assets or other interests or beneficial ownership in a specified entity or specified asset(s).
- OO. “Patents” means all patents, patent applications, including provisional patent applications, invention disclosures, certificates of invention and applications for certificates of invention and statutory invention registrations, in each case existing as of the Closing Date (*except* where this Order specifies a different time), and includes all reissues, additions, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations thereof, all inventions disclosed therein, and all rights therein provided by international treaties and conventions, related to any product of or owned by Respondents as of the Closing Date (*except* where this Order specifies a different time).
- PP. “Person” means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, joint venture, or other business or Government Entity, and any subsidiaries, divisions, groups or affiliates thereof.

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- QQ. “Product Approval(s)” means any approvals, registrations, permits, licenses, consents, authorizations, and other approvals, and pending applications and requests therefor, required by applicable Agencies related to the research, Development, manufacture, distribution, finishing, packaging, marketing, sale, storage or transport of the product.
- RR. “Product Assumed Contracts” means all of the following contracts or agreements (copies of each such contract to be provided to the Acquirer on or before the relevant Closing Date and segregated in a manner that clearly identifies the purpose(s) of each such contract):
1. that make specific reference to the Specialty Epoxy Resin Product(s) and pursuant to which any Third Party purchases, or has the option to purchase, the Specialty Epoxy Resin Product(s) from Respondent Hexion;
 2. pursuant to which Respondent Hexion purchases raw materials, inputs, components, or other necessary ingredient(s) or had planned to purchase the raw materials(s), inputs, components or other necessary ingredient(s) from any Third Party for use in connection with the manufacture of the Specialty Epoxy Resin Product(s);
 3. relating to any experiments or scientific studies involving the Specialty Epoxy Resin Product(s);
 4. with universities or other research institutions for the use of the Specialty Epoxy Resin Product(s) in scientific research;

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5. relating to the particularized marketing of the Specialty Epoxy Resin Product(s) or educational matters relating solely to the Specialty Epoxy Resin Product(s);
6. pursuant to which a Third Party manufactures or packages the Specialty Epoxy Resin Product(s) on behalf of Respondent Hexion;
7. pursuant to which a Third Party provides the Manufacturing Technology related to the Specialty Epoxy Resin Product(s) to Respondent Hexion;
8. pursuant to which a Third Party is licensed by Respondent Hexion to use the Manufacturing Technology;
9. constituting confidentiality agreements involving the Specialty Epoxy Resin Product(s);
10. involving any royalty, licensing, or similar arrangement involving the Specialty Epoxy Resin Product(s);
11. pursuant to which a Third Party provides any specialized services necessary to the research, Development, manufacture or distribution of the Specialty Epoxy Resin Products to Respondent Hexion including, but not limited to, consultation arrangements;
12. pursuant to which any Third Party collaborates with Respondent Hexion in the performance of research, Development, marketing, distribution or selling of the Specialty Epoxy Resin Product(s) or the Specialty Epoxy Resin Product(s) business;

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13. pursuant to which any entity that is, in whole or in part, owned by a Third Party, provides management services related to infrastructure expansion within, utility services within, transportation into or out of, or logistical support services within, any of the Specialty Epoxy Resin Product Facilities; and/or

provided, however, that where any such contract or agreement also relates to a Retained Product(s), Respondent Hexion shall assign the Acquirer all such rights under the contract or agreement as are related to the Specialty Epoxy Resin Product(s), but concurrently may retain similar rights for the purposes of the Retained Product(s).

SS. "Product Intellectual Property" means all of the following related to each Specialty Epoxy Resin Product (other than Product Licensed Intellectual Property):

1. Patents;
2. Copyrights;
3. Software;
4. Trademarks;
5. Trade Dress;
6. trade secrets, know-how, utility models, design rights, techniques, data, inventions, practices, recipes, raw material specifications, process descriptions, quality control methods in process and in final Specialty Epoxy Resin Products, protocols, methods and other confidential or proprietary technical, business, research, Development and other information, and all rights in any jurisdiction to limit the use or disclosure

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thereof, other than Product Licensed Intellectual Property;

7. rights to obtain and file for patents and copyrights and registrations thereof; and
8. rights to sue and recover damages or obtain injunctive relief for infringement, dilution, misappropriation, violation or breach of any of the foregoing;

provided, however, “Product Intellectual Property” does not include the corporate names or corporate trade dress of “Hexion” or “Huntsman”, or the corporate names or corporate trade dress of any other corporations or companies owned or controlled by Respondents or the related logos thereof;

provided further, however, Product Intellectual Property expressly includes all customer specific product formulations for Specialty Epoxy Resin Products, licenses from customers related to the manufacture of products for that specific customer, and all proprietary and/or trade secret information related to a particular customer.

TT. “Product Licensed Intellectual Property” means the following:

1. Patents that are related to a Specialty Epoxy Resin Product that Respondent Hexion can demonstrate have been routinely used, prior to the Effective Date, by Respondent Hexion for a Retained Product(s) that:
 - a. has been marketed or sold on an extensive basis by Respondent Hexion within the two-year period immediately preceding the Acquisition; or

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- b. for which, prior to the announcement of the Acquisition, there was an approved marketing plan to market or sell such a Retained Product on an extensive basis by Respondent Hexion; and
2. trade secrets, know-how, utility models, design rights, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, research, Development, and other information, and all rights in the to limit the use or disclosure thereof, that are related to a Specialty Epoxy Resin Product and that Respondents can demonstrate have been routinely used, prior to the Effective Date, by Respondent Hexion for a Retained Product(s) that:
- a. has been marketed or sold on an extensive basis by Respondent Hexion within the two-year period immediately preceding the Acquisition; or
 - b. for which, prior to the announcement of the Acquisition, there was an approved marketing plan to market or sell such a Retained Product on an extensive basis by Respondent Hexion;

provided however, that, in cases where the aggregate retail sales in dollars of the Retained Product(s) within the two-year period immediately preceding the Acquisition collectively are less than the aggregate retail sales in dollars within the same period of the Specialty Epoxy Resin Product(s) collectively, the above-described intellectual property shall be considered, at the Acquirer's option, to be Product Intellectual Property and, thereby, subject to assignment to the Acquirer; *provided further, however*, that in such cases, Respondents may take a license back from the Acquirer for such intellectual property for use in connection with the Retained Products and

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such a license to Respondents may be perpetual, fully paid-up and royalty-free license(s) with rights to sublicense;

provided further, however, Product Licensed Intellectual Property expressly *excludes* all customer specific product formulations for Specialty Epoxy Resin Products, licenses from customers related to the manufacture of products for that specific customer, and all proprietary and/or trade secret information related to a particular customer as such property is exclusively Product Intellectual Property.

UU. “Proposed Acquirer” means an entity proposed by Respondents (or a Divestiture Trustee) to the Commission and submitted for the approval of the Commission to become the Acquirer of particular assets required to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed by Respondents pursuant to this Order.

VV. “Remedial Agreement(s)” means the following:

1. any agreement between Respondents and an Acquirer that is specifically referenced and attached to this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets or rights to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, and that has been approved by the Commission to accomplish the requirements of the Order in connection with the Commission’s determination to make this Order final;
2. any agreement between Respondents and a Third Party to effect the assignment of assets or rights of Respondents related to a Specialty Epoxy Resin

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Product to the benefit of an Acquirer that is specifically referenced and attached to this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, that has been approved by the Commission to accomplish the requirements of the Order in connection with the Commission's determination to make this Order final;

3. any agreement between Respondents and an Acquirer (or between a Divestiture Trustee and an Acquirer) that has been approved by the Commission to accomplish the requirements of this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets or rights to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, and that has been approved by the Commission to accomplish the requirements of this Order; and/or
4. any agreement between Respondents and a Third Party to effect the assignment of assets or rights of Respondents related to a Specialty Epoxy Resin Product to the benefit of an Acquirer that has been approved by the Commission to accomplish the requirements of this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto.

WW. "Research and Development Employees" means all salaried employees of Respondents who directly have participated in the research, Development, or regulatory approval process, or clinical studies of the Specialty Epoxy Resin Products (irrespective of the portion of working time involved, unless such participation consisted solely of oversight of legal, accounting, tax or financial compliance) within the three (3) year period immediately prior to the Closing Date.

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XX. "Research and Development Records" means all research and development records relating to Specialty Epoxy Resin Products including, but not limited to:

1. inventory of research and development records, research history, research efforts, research notebooks, research reports, technical service reports, testing methods, invention disclosures, and know how related to the Specialty Epoxy Resin Products;
2. all correspondence to Respondent Hexion from Agencies and from Respondent Hexion to the Agencies relating to Product Approval(s) submitted by, on behalf of, or acquired by, Respondent Hexion related to the Specialty Epoxy Resin Products;
3. annual and periodic reports related to the above-described Product Approval(s), including any safety update reports;
4. Agency-approved product labeling related to the Specialty Epoxy Resin Products;
5. currently used product usage instructions, including, without limitation, package inserts related to the Specialty Epoxy Resin Products;
6. Agency-approved circulars and information related to the Specialty Epoxy Resin Products;
7. reports relating to the protection of human safety and health related to the manufacture or use of the Specialty Epoxy Resin Products;

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8. reports relating to the protection of the environment related to the manufacture or use of the Specialty Epoxy Resin Products;
9. summary of product complaints from customers related to the Specialty Epoxy Resin Products; and
10. product recall reports filed with any Agency related to the Specialty Epoxy Resin Products.

YY. “Retained Product” means any product(s) manufactured by Respondent Hexion prior to the Effective Date at any site owned or operated by Respondent Hexion prior to the Effective Date other than the Specialty Epoxy Resin Product Facilities.

ZZ. “Sales Employees” means all employees of Respondent Hexion who directly have participated (irrespective of the portion of working time involved) in the marketing or promotion of the Specialty Epoxy Resin Product(s) directly to customers within the three (3) year period immediately prior to the Closing Date. This includes employees trained to perform such sales activity for a Specialty Epoxy Resin Product within the three (3) year period immediately prior to the Closing Date.

AAA. “Software” means computer programs related to the Specialty Epoxy Resin Product(s), including all software implementations of algorithms, models, and methodologies whether in source code or object code form, databases and compilations, including any and all data and collections of data, all documentation, including user manuals and training materials, related to any of the foregoing and the content and information contained on any Website; *provided, however*, that “Software” does not include software that is readily purchasable or licensable from sources other than the Respondents and which has

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not been modified in a manner material to the use or function thereof (other than through user preference settings).

BBB. “Specialty Epoxy Resin Products” means, all non-commodity, value-added, epoxy resin products, including, without limitation, epoxy novolacs, glycidyl amines, cycloaliphatic, mono and multifunctional reactive diluents, curing agents, specialty blends, solutions, Formulated Systems and brominated resins (including all such specialty epoxy resin products identified in Appendix B), Developed, in Development, researched, manufactured, marketed or sold by Respondent Hexion at the Specialty Epoxy Resin Product Facilities at any time since May 27, 2005.

CCC. “Specialty Epoxy Resin Product Assets” means all of Respondent Hexion’s rights, title and interest in and to all assets throughout the World related to Respondent Hexion’s business related to the Specialty Epoxy Resin Products to the extent legally transferable, including the research, Development, manufacture, distribution, marketing, and sale of the Specialty Epoxy Resin Products, including, without limitation,

1. all Product Intellectual Property related to the Specialty Epoxy Resin Product(s);
2. perpetual, fully paid-up and royalty-free license(s) with rights to sublicense to all Product Licensed Intellectual Property to use, make, distribute, offer for sale, promote, advertise, sell, import, export, or have used, made, distributed, offered for sale, promoted, advertised, sold, imported, or exported the Specialty Epoxy Resin Product(s);

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3. all Product Approvals related to the Specialty Epoxy Resin Product(s);
4. all Manufacturing Technology related to the Specialty Epoxy Resin Product(s);
5. all Marketing Materials related to the Specialty Epoxy Resin Product(s);
6. all Website(s) related to the Specialty Epoxy Resin Product(s);
7. all Product Development Reports related to the Specialty Epoxy Resin Product(s);
8. at the Acquirer's option, all Product Assumed Contracts related to the Specialty Epoxy Resin Product(s) (copies to be provided to the Acquirer on or before the Closing Date);
9. a list of all customers and/or targeted customers for the Specialty Epoxy Resin Product(s) and the net sales (in either units or dollars) of the Specialty Epoxy Resin Products to such customers on either an annual, quarterly, or monthly basis including, but not limited to, a separate list specifying the above-described information for the High Volume Accounts and including the name of the employee(s) for each High Volume Account that is or has been responsible for the purchase of the Specialty Epoxy Resin Products on behalf of the High Volume Account and his or her business contact information;
10. at the Acquirer's option and to the extent approved by the Commission in the relevant Remedial Agreement, all inventory in existence as of the Closing Date, including, but not limited to, raw materials, supplies,

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operating materials, packaging materials, work-in-process, finished goods and merchandise, and other items of inventory related to the Specialty Epoxy Resin Product(s);

11. copies of all unfilled customer purchase orders for the Specialty Epoxy Resin Product(s) as of the Closing Date, to be provided to the Acquirer not later than two (2) days after the Closing Date;
12. at the Acquirer's option, subject to any rights of the customer, all unfilled customer purchase orders for the Specialty Epoxy Resin Products;
13. the Specialty Epoxy Resin Product Facilities;
14. the InfraTec Assets;
15. the Hexion Stuttgart Assets; and
16. all of the Respondents' books and records, customer files, customer lists and records, vendor files, vendor lists and records, cost files and records, credit information, distribution records, business records and plans, studies, surveys, and files related to the foregoing or to the Specialty Epoxy Resin Product(s);

provided however, that in cases in which documents or other materials included in the relevant assets to be divested contain information: (1) that relates both to the Specialty Epoxy Resin Product(s) and to other products or businesses of the Respondents and cannot be segregated in a manner that preserves the usefulness of the information as it relates to the Specialty Epoxy Resin Product(s); or (2) for which the relevant party has a legal obligation to retain the original copies, the relevant party shall be required to

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provide only copies or relevant excerpts of the documents and materials containing this information. In instances where such copies are provided to the Acquirer, the relevant party shall provide such Acquirer access to original documents under circumstances where copies of documents are insufficient for evidentiary or regulatory purposes. The purpose of this proviso is to ensure that Respondents provide the Acquirer with the above-described information without requiring Respondents completely to divest themselves of information that, in content, also relates to Retained Product(s).

DDD. “Specialty Epoxy Resin Product Core Employees” means the Marketing and Business Development Employees, Manufacturing Employees, Research and Development Employees, and the Sales Employees.

EEE. “Specialty Epoxy Resin Product Divestiture Agreements” means the following agreements:

1. “Master Agreement” by and among Hexion Specialty Chemicals, Inc., and Hexion Specialty Chemicals GmbH, as sellers, CHS Resins, A.S., as buyer, and Spolek Pro Chemickou A Hutni Výrobu, Akciová Společnost, dated as of September 19, 2008, and all amendments, exhibits, attachments, agreements, and schedules thereto;
2. “Raw Materials Supply Agreement” by and among Spolek Pro Chemickou A Hutni Výrobu, Akciová Společnost and Hexion Specialty Chemicals, Inc. dated as of September 19, 2008, and all amendments, exhibits, attachments, agreements, and schedules thereto; and
3. “Transitional Services Agreement” by and among Hexion Specialty Chemicals, Inc, and Hexion

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Specialty Chemicals GmbH, and CH.S. Resins, A.S., as buyer, dated as of September 19, 2008, and all amendments, exhibits, attachments, agreements, and schedules thereto; related to the Specialty Epoxy Resin Product Assets that have been approved by the Commission to accomplish the requirements of this Order. The Specialty Epoxy Resin Product Divestiture Agreements are attached to this Order and contained in non-public Appendix C.

FFF. "Specialty Epoxy Resin Product Facilities" means all assets comprising each of the facilities of Respondent Hexion identified below, including, without limitation, all of the following: real estate; buildings; warehouses; storage tanks; structures; Product Manufacturing Equipment; other equipment; machinery; tools; spare parts; personal property; furniture; fixtures; supplies associated with each particular facility; and other tangible property, owned, leased, or operated on or behalf of Hexion and located at the locations identified below,

1. located at Varziner Strasse 49, 47138, Duisburg, Federal Republic of Germany (but shall *exclude* only that portion of the facility primarily related to the manufacture of formaldehyde or phenolic resin, such exclusion only to apply to the extent that such portion of the facility is not or has not been used by Respondent Hexion in the manufacture of Specialty Epoxy Resin Products);
2. 16122 River Road, West Site, Norco, Louisiana 70079 (but shall *exclude* only that portion of the facility used by Respondent Hexion to the manufacture epichlorohydrin, allyl chloride, calcium chloride and other chlorine based chemicals);

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3. 8600 West 71st Street, Bedford Park, Illinois 60501;
and
4. 12650 Directors Drive, Suite 100, Houston, Texas
77477.

GGG. “Specialty Epoxy Resin Product Releasee(s)” means the Acquirer or any entity controlled by or under common control with such Acquirer, or any licensees, sublicensees, manufacturers, suppliers, distributors, and customers of such Acquirer, or of such Acquirer-affiliated entities.

HHH. “Spolek” means Spolek Pro Chemickou A Hutni Výrobu, Akciova Společnost, a corporation organized, existing, and doing business under and by virtue of the laws of the Czech Republic, with its offices and principal place of business located at Revoluční 1930/86, 400 32 Ústí nad Labem, Czech Republic. The term “Spolek” shall include CH.S. Resins, A.S., a subsidiary of Spolek Pro Chemickou A Hutni Výrobu, Akciova Společnost.

III. “Supply Cost” means a cost not to exceed the manufacturer’s average direct per unit cost in United States dollars of manufacturing the Specialty Epoxy Resin Product, or raw material or ingredients related to a Specialty Epoxy Resin Product, for the twelve (12) month period immediately preceding the Effective Date. “Supply Cost” shall expressly exclude any intracompany business transfer profit; *provided, however*, that in each instance where: (1) an agreement to Contract Manufacture is specifically referenced and attached to this Order, and (2) such agreement becomes a Remedial Agreement for a Specialty Epoxy Resin Product, “Supply Cost” means the cost as specified in such Remedial Agreement for that Specialty Epoxy Resin Product.

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JJJ. “Third Party(ies)” means any Person other than the following: Respondents or the Acquirer for the affected assets, rights and Specialty Epoxy Resin Product(s). The term “Third Party(ies)” shall include, without limitation, any Person holding an Ownership Interest in InfraTec other than Respondent Hexion.

KKK. “Trade Dress” means the current trade dress of the Specialty Epoxy Resin Product, including, without limitation, product packaging, and the lettering of the product trade name or brand name.

LLL. “Trademark(s)” means all proprietary names or designations, trademarks, service marks, trade names, and brand names, including registrations and applications for registration therefor (and all renewals, modifications, and extensions thereof) and all common law rights, and the goodwill symbolized thereby and associated therewith, for the Specialty Epoxy Resin Product(s). The term “Trademarks” includes the following trademarks: BakeliteTM, EPONTM, EPONOLTM, HELOXYTM, and EPIREZTM.

MMM. “Website” means the content of the Website(s) located at the Domain Names, the Domain Names, and all copyrights in such Website(s), to the extent owned by Respondents; *provided, however*, “Website” shall not include the following: (1) content owned by Third Parties and other intellectual property not owned by Respondents that are incorporated in such Website(s), such as stock photographs used in the Website(s), *except* to the extent that Respondents can convey their rights, if any, therein; or (2) content unrelated to the product(s).

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II.**IT IS FURTHER ORDERED** that:

- A. Not later than ten (10) days after the Effective Date, Respondents shall divest the Specialty Epoxy Resin Product Assets, absolutely and in good faith, to Spolek pursuant to, and in accordance with, the Specialty Epoxy Resin Product Divestiture Agreements (which agreements shall not vary or contradict, or be construed to vary or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Spolek or to reduce any obligations of Respondents under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Specialty Epoxy Resin Product Assets, respectively, is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondents have divested the Specialty Epoxy Resin Product Assets to Spolek prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that Spolek is not an acceptable purchaser of the Specialty Epoxy Resin Product Assets then Respondents shall immediately rescind the transaction with Spolek, in whole or in part, as directed by the Commission, and shall divest the Specialty Epoxy Resin Product Assets, as is relevant, within one hundred eighty (180) days from the date the Order becomes final, absolutely and in good faith, at no minimum price, to an Acquirer(s) and only in a manner that receives the prior approval of the Commission;

provided further, that if Respondents have divested the Specialty Epoxy Resin Product Assets to Spolek prior to the date this Order becomes final, and if, at the time the

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Commission determines to make this Order final, the Commission notifies Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Specialty Epoxy Resin Product Assets to Spolek (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

- B. Prior to the Effective Date and as a condition precedent to the consummation of the Acquisition, Respondents shall secure all consents and waivers from all Third Parties (including, without limitation, such consents and waivers related to the InfraTec Assets) that are necessary to permit Respondents to divest the Specialty Epoxy Resin Product Assets required to be divested pursuant to this Order to the Acquirer, and/or to permit such Acquirer to continue the research, Development, manufacture, sale, marketing or distribution of the Specialty Epoxy Resin Products;

provided, however, Respondents may satisfy this requirement by certifying that the Acquirer has executed all such agreements directly with each of the relevant Third Parties.

- C. Respondents shall transfer the Manufacturing Technology to the Acquirer in an organized, comprehensive, complete, useful, timely, and meaningful manner. Respondents shall, *inter alia*:
1. designate employees of Respondents knowledgeable with respect to such Manufacturing Technology to a committee for the purposes of communicating directly with such Acquirer and the Interim Monitor (if any has

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been appointed) for the purposes of effecting such transfer;

2. prepare technology transfer protocols and transfer acceptance criteria for both the processes and analytical methods related to the Specialty Epoxy Resin Products, such protocols and acceptance criteria to be subject to the approval of the Acquirer;
3. prepare and implement a detailed technological transfer plan that contains, *inter alia*, the transfer of all relevant information, all appropriate documentation, all other materials, and projected time lines for the delivery of all Manufacturing Technology to the Acquirer; and
4. upon reasonable written notice and request from the Acquirer to Respondents, provide in a timely manner, at no greater than Direct Cost, assistance and advice to enable the Acquirer (or the Designee of the Acquirer) to:
 - a. manufacture the Specialty Epoxy Resin Products in the same quality achieved by the Respondents and in commercial quantities;
 - b. obtain any Product Approvals necessary for the Acquirer to manufacture, sell, market or distribute the Specialty Epoxy Resin Products; and
 - c. receive, integrate, and use such Manufacturing Technology.

D. Respondents shall:

1. upon reasonable written notice and request from the Acquirer to Respondents, Respondents shall Contract

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Manufacture and deliver to the Acquirer, in a timely manner and under reasonable terms and conditions, a supply of each of the Contract Manufacture Products at Respondents' Supply Cost, for a period of time sufficient to allow the Acquirer (or the Designee of the Acquirer) to:

- a. obtain all of the relevant Product Approvals necessary to manufacture in commercial quantities, the Contract Manufacture Products independently of Respondents; and
 - b. secure sources of supply of the ingredients, inputs and components for the Contract Manufacture Products from entities other than Respondents;
2. make representations and warranties to the Acquirer that the Contract Manufacture Product(s) supplied through Contract Manufacture pursuant to a Remedial Agreement meet the specifications of the relevant customers;
 3. for the Contract Manufacture Products supplied by Respondents, Respondents shall agree to indemnify, defend and hold the Acquirer harmless from any and all suits, claims, actions, demands, liabilities, expenses or losses alleged to result from the failure of the product(s) supplied to the Acquirer pursuant to a Remedial Agreement by Respondents to meet customer specifications. This obligation may be made contingent upon the Acquirer giving Respondents prompt, adequate notice of such claim and cooperating fully in the defense of such claim. The Remedial Agreement shall be consistent with the obligations assumed by Respondents under this Order; *provided, however*, that Respondents may reserve the right to control the defense of any such litigation, including the

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right to settle the litigation, so long as such settlement is consistent with Respondents' responsibilities to supply the Contract Manufacture Products in the manner required by this Order; *provided further*, that this obligation shall not require Respondents to be liable for any negligent act or omission of the Acquirer or for any representations and warranties, express or implied, made by the Acquirer that exceed the representations and warranties made by Respondents to the Acquirer;

4. make representations and warranties to the Acquirer that Respondents shall hold harmless and indemnify the Acquirer for any liabilities or loss of profits resulting from the failure by Respondents to deliver the products in a timely manner as required by the Remedial Agreement(s) unless Respondents can demonstrate that their failure was entirely beyond the control of Respondents and in no part the result of negligence or willful misconduct by Respondents;
5. during the term of the Contract Manufacture between Respondents and the Acquirer, upon request of the Acquirer or Interim Monitor (if any has been appointed), make available to the Acquirer and the Interim Monitor (if any has been appointed) all records that relate to the manufacture of the Contract Manufacture Products that are generated or created after the Closing Date;
6. during the term of the Contract Manufacture between Respondents and the Acquirer, maintain manufacturing facilities necessary to manufacture each of the Contract Manufacture Products; and
7. during the term of the Contract Manufacture between Respondents and the Acquirer, provide consultation

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with knowledgeable employees of Respondents and training, at the request of the Acquirer and at a facility chosen by the Acquirer, for the purposes of enabling the Acquirer (or the Designee of the Acquirer) to obtain all Product Approvals to manufacture Specialty Epoxy Resin Products manufactured with or from or that use or include the Contract Manufacture Products in the same quality achieved by the Respondents and in commercial quantities, and in a manner consistent with the relevant customer specifications, independently of Respondents, and sufficient to satisfy management of the Acquirer that its personnel (or the Designee's personnel) are adequately trained in the manufacture of Specialty Epoxy Resin Products manufactured with or from or that use or include the Contract Manufacture Products

The foregoing provisions, II.D.1. - 7., shall remain in effect with respect to each Contract Manufacture Product until the date the earliest of the following dates: (1) the date that the Acquirer (or the Designee(s) of such Acquirer) is able to manufacture such Contract Manufacture Product in commercial quantities, in a manner consistent with the relevant customer specifications, independently of Respondents; or (2) the date five (5) years from the date on which this Order becomes final.

E. Respondents shall:

1. submit to the Acquirer, at Respondents' expense, all Confidential Business Information;
2. deliver such Confidential Business Information as follows:

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- a. in good faith;
 - b. in a timely manner, *i.e.*, as soon as practicable, avoiding any delays in transmission of the respective information; and
 - c. in a manner that ensures its completeness and accuracy and that fully preserves its usefulness;
3. pending complete delivery of all such Confidential Business Information to the Acquirer, provide the Acquirer and the Interim Monitor (if any has been appointed) with access to all such Confidential Business Information 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 Specialty Epoxy Resin Product(s) that contain such Confidential Business Information and facilitating the delivery in a manner consistent with this Order;
 4. not use, directly or indirectly, any such Confidential Business Information related to the research, Development, manufacturing, marketing, or sale of the Specialty Epoxy Resin relevant other than as necessary to comply with the following:
 - a. the requirements of this Order;
 - b. Respondents' obligations to the Acquirer under the terms of any Remedial Agreement related to Specialty Epoxy Resin; or
 - c. applicable Law;
 5. not disclose or convey any such Confidential Business Information, directly or indirectly, to any person

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except the Acquirer or other persons specifically authorized by the Acquirer to receive such information; and

6. not provide, disclose or otherwise make available, directly or indirectly, any such Confidential Business Information related to the marketing or sales of the Specialty Epoxy Resin Products to the employees associated with business related to those Retained Products that are used or suitable for use in commerce for the same or similar purposes as the Specialty Epoxy Resin Products.
- F. Respondents shall not enforce any agreement against a Third Party or the Acquirer to the extent that such agreement may limit or otherwise impair the ability of the Acquirer to acquire the Manufacturing Technology, Product Intellectual Property, or Product Licensed Intellectual Property related to the relevant Specialty Epoxy Resin Product(s) from the Third Party. Such agreements include, but are not limited to, agreements with respect to the disclosure of Confidential Business Information related to such Manufacturing Technology, Product Intellectual Property and Product Licensed Intellectual Property.
- G. Not later than ten (10) days after the Closing Date, Respondents shall grant a release to each Third Party that is subject to an agreement as described in Paragraph II.F. that allows the Third Party to provide the relevant Manufacturing Technology, Product Intellectual Property, or Product Licensed Intellectual Property to the Acquirer. Within five (5) days of the execution of each such release, Respondents shall provide a copy of the release to the Acquirer for the relevant assets.

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H. Respondents shall:

1. for each Specialty Epoxy Resin Product, for a period of at least eighteen (18) months from the relevant Closing Date, provide the Acquirer with the opportunity to enter into employment contracts with the Specialty Epoxy Resin Product Core Employees. Each of these periods is hereinafter referred to as the “Specialty Epoxy Resin Product Core Employee Access Period(s)”;
2. not later than the earlier of the following dates: (1) ten (10) days after notice by staff of the Commission to Respondents to provide the Product Employee Information; or (2) ten (10) days after the relevant Closing Date, provide the Acquirer or the relevant Proposed Acquirer with the Product Employee Information related to the relevant Specialty Epoxy Resin Product Core Employees. Failure by Respondents to provide the Product Employee Information for any Specialty Epoxy Resin Product Core Employee within the time provided herein shall extend the Specialty Epoxy Resin Product Core Employee Access Period(s) with respect to that employee in an amount equal to the delay;
3. during the Specialty Epoxy Resin Product Core Employee Access Period(s), not interfere with the hiring or employing by the Acquirer of the Specialty Epoxy Resin Product Core Employees related to the particular Specialty Epoxy Resin Products and assets acquired by such Acquirer, and remove any impediments within the control of Respondents that may deter these employees from accepting employment with the Acquirer, including, but not limited to, any noncompete or nondisclosure provision of employment with respect to a Specialty Epoxy Resin Product or other contracts with Respondents that

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would affect the ability or incentive of those individuals to be employed by the Acquirer. In addition, Respondents shall not make any counteroffer to such a Specialty Epoxy Resin Product Core Employee who has received a written offer of employment from the Acquirer;

provided, however, that, subject to the conditions of continued employment prescribed in this Order, this Paragraph II.H.3. shall not prohibit Respondents from continuing to employ any Specialty Epoxy Resin Product Core Employee under the terms of such employee's employment with Respondents prior to the date of the written offer of employment from the Acquirer to such employee;

4. until the Closing Date, provide all Specialty Epoxy Resin Product Core Employees with reasonable financial incentives to continue in their positions and to research, Develop, and manufacture the Specialty Epoxy Resin Product(s) consistent with past practices and/or as may be necessary to preserve the marketability, viability and competitiveness of the Specialty Epoxy Resin Product(s) and to ensure successful execution of the pre-Acquisition plans for such Specialty Epoxy Resin Product(s). Such incentives shall include a continuation of all employee compensation and benefits offered by Respondent Hexion until the Closing Date(s) for the divestiture of the Specialty Epoxy Resin Product Assets has occurred, including regularly scheduled raises, bonuses, and vesting of pension benefits (as permitted by Law);

provided, however, that, subject to those conditions of continued employment prescribed in this Order, this

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Order does not require nor shall be construed to require Respondents to terminate the employment of any employee or to prevent Respondents from continuing to employ the Specialty Epoxy Resin Product Core Employees in connection with the Acquisition; and

5. for a period of one (1) year from the relevant Closing Date, not:
 - a. directly or indirectly, solicit or otherwise attempt to induce any employee of the Acquirer with any amount of responsibility related to a Specialty Epoxy Resin Product (“Specialty Epoxy Resin Product Employee”) to terminate his or her employment relationship with the Acquirer; or
 - b. hire any Specialty Epoxy Resin Product Employee; *provided, however,* Respondents may hire any former Specialty Epoxy Resin Product Employee whose employment has been terminated by the Acquirer or who independently applies for employment with Respondent, as long as such employee was not solicited in violation of the nonsolicitation requirements contained herein;

provided, however, Respondents may do the following: (1) advertise for employees in newspapers, trade publications or other media not targeted specifically at the Specialty Epoxy Resin Product Employees; or (2) hire a Specialty Epoxy Resin Product Employee who contacts Respondents on his or her own initiative without any direct or indirect solicitation or encouragement from Respondents.

- I. Respondents shall require, as a condition of continued employment post-divestiture of the assets required to be

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divested pursuant to this Order, that each Specialty Epoxy Resin Product Core Employee retained by Respondent, the direct supervisor(s) of any such employee, and any other employee retained by Respondents and designated by the Interim Monitor (if applicable) sign a confidentiality agreement pursuant to which such employee shall be required to maintain all Confidential Business Information related to the Specialty Epoxy Resin Products as strictly confidential, including the nondisclosure of such information to all other employees, executives or other personnel of Respondents (other than as necessary to comply with the requirements of this Order).

- J. Not later than thirty (30) days after the Effective Date, Respondents shall provide written notification of the restrictions on the use of the Confidential Business Information related to the Specialty Epoxy Resin Products by Respondents' personnel to all of Respondents' employees who:
1. are or were directly involved in the research, Development, manufacturing, distribution, sale or marketing of each of the relevant Specialty Epoxy Resin Products;
 2. are directly involved in the research, Development, manufacturing, distribution, sale or marketing of Retained Products that are used or suitable for use in commerce for the same or similar purposes as the relevant Specialty Epoxy Resin Products; and/or
 3. may have Confidential Business Information related to the Specialty Epoxy Resin Products.

Respondents shall give such notification by e-mail with return receipt requested or similar transmission, and keep a

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file of such receipts for one (1) year after the relevant Closing Date. Respondents shall provide a copy of such notification to the Acquirer. Respondents shall maintain complete records of all such agreements at Respondents headquarters address within the United States and shall provide an officer's certification to the Commission stating that such acknowledgment program has been implemented and is being complied with. Respondents shall provide the Acquirer with copies of all certifications, notifications and reminders sent to Respondents' personnel.

K. Until Respondents complete the divestitures required by Paragraph II.A. and fully transfer the related Manufacturing Technology to the Acquirer(s),

1. Respondents shall take such actions as are necessary to:
 - a. maintain the full economic viability and marketability of the businesses associated with each Specialty Epoxy Resin Product;
 - b. minimize any risk of loss of competitive potential for such business;
 - c. prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets related to each Specialty Epoxy Resin Product;
 - d. ensure the assets required to be divested are transferred to the Acquirer in a manner without disruption, delay, or impairment of the regulatory approval processes related to the business associated with each Specialty Epoxy Resin Product;

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- e. ensure the completeness of the transfer of the Manufacturing Technology; and
2. Respondents shall not sell, transfer, encumber or otherwise impair the assets required to be divested (other than in the manner prescribed in this Order) nor take any action that lessens the full economic viability, marketability, or competitiveness of the businesses associated with each Specialty Epoxy Resin Product.
- L. Respondents shall not join, file, prosecute or maintain any suit, in law or equity, against the Acquirer(s) or the Specialty Epoxy Resin Product Releasee(s) for the research, Development, manufacture, use, import, export, distribution, or sale of the Specialty Epoxy Resin Product(s) under the following:
 1. any Patent owned or licensed by Respondents as of the Effective Date that claims a method of making, using, or administering, or a composition of matter, relating to a Specialty Epoxy Resin Product, or that claims a device relating to the use thereof;
 2. any Patent owned or licensed at any time after the Effective Date by Respondents that claim any aspect of the research, Development, manufacture, use, import, export, distribution, or sale of a Specialty Epoxy Resin Product, other than such Patents that claim inventions conceived by and reduced to practice after the Effective Date;

if such suit would have the potential to interfere with the Acquirer's freedom to practice the following: (1) the research, Development, or manufacture of a particular Specialty Epoxy Resin Product; or (2) the use within, import into, export from, or the supply, distribution, or sale within, the United States of a particular Specialty

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Epoxy Resin Product. Respondents shall also covenant to the Acquirer that as a condition of any assignment, transfer, or license to a Third Party of the above-described Patents, the Third Party shall agree to provide a covenant whereby the Third Party covenants not to sue the Acquirer or the related Specialty Epoxy Resin Product Releasee(s) under such Patents, if the suit would have the potential to interfere with the Acquirer's freedom to practice the following: (1) the research, Development, or manufacture of a particular Specialty Epoxy Resin Product; or (2) the use within, import into, export from, or the supply, distribution, or sale within, the United States of a particular Specialty Epoxy Resin Product.

- M. Upon reasonable written notice and request from an Acquirer to Respondent, Respondent shall provide, in a timely manner, at no greater than Direct Cost, assistance of knowledgeable employees of Respondent to assist that Acquirer to defend against, respond to, or otherwise participate in any litigation related to the Product Intellectual Property related to any of the Specialty Epoxy Resin Products, if such litigation would have the potential to interfere with the Acquirer's freedom to practice the following: (1) the research, Development, or manufacture of the Specialty Epoxy Resin Products; or (2) the use within, import into, export from, or the supply, distribution, or sale within the United States.
- N. Within eighteen (18) months of the Closing Date, Respondents shall either license or assign any and all intellectual property to the Acquirer that constitutes either Product Intellectual Property or Product Licensed Intellectual Property that the Acquirer, with the concurrence of the Interim Monitor, identifies as being necessary to the conduct of the business associated with the Specialty Epoxy Resin Product (as such business had been conducted by Respondent Hexion prior to the

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Effective Date) and that was not listed and/or included in the intellectual property that was licensed or assigned to the Acquirer pursuant to the Remedial Agreements previously submitted by Respondents to the Commission.

- O. For any patent infringement suit in which either Respondent is alleged to have infringed a Patent of a Third Party prior to the Closing Date or for such suit as such Respondent has prepared or is preparing as of the Closing Date to defend against such infringement claim(s), and where such a suit would have the potential to interfere with the Acquirer's freedom to practice the following: (1) the research, Development, or manufacture of a particular Specialty Epoxy Resin Product; or (2) the use within, import into, export from, or the supply, distribution, or sale within, the United States of the relevant Specialty Epoxy Resin Products, Respondents shall:
1. cooperate with the Acquirer and provide any and all necessary technical and legal assistance, documentation and witnesses from Respondents in connection with obtaining resolution of any pending patent litigation involving such Specialty Epoxy Resin Product;
 2. waive conflicts of interest, if any, to allow either Respondents' outside legal counsel to represent the Acquirer in any ongoing patent litigation involving such Specialty Epoxy Resin Product; and
 3. permit the transfer to the Acquirer of all of the litigation files and any related attorney work-product in the possession of Respondents' outside counsel relating to such Specialty Epoxy Resin Product.

P. Respondents shall not:

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1. use the Product Trademarks related to the Specialty Epoxy Resin Products or any mark confusingly similar to such Product Trademarks, as a trademark, trade name, or service mark;
2. attempt to register such Product Trademarks;
3. attempt to register any mark confusingly similar to such Product Trademarks;
4. challenge or interfere with the Acquirer(s)'s use and registration of such Product Trademarks; or
5. challenge or interfere with the Acquirer(s)'s efforts to enforce their trademark registrations for and trademark rights in such Product Trademarks against Third Parties;

provided, however, that this Order shall not preclude Respondents from continuing to use those trademarks, tradenames, or service marks related to the Retained Products as of the Effective Date.

- Q. Respondents shall not seek, directly or indirectly, pursuant to any dispute resolution mechanism incorporated in any Remedial Agreement, or in any agreement related to any of the Specialty Epoxy Resin Products a decision the result of which would be inconsistent with the terms of this Order and/or the remedial purposes thereof.
- R. The purpose of the divestiture of the Specialty Epoxy Resin Product Assets and the transfer of the Manufacturing Technology related to the Specialty Epoxy Resin Products, respectively, and the related obligations imposed on the Respondents by this Order is:

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1. to ensure the continued use of the Specialty Epoxy Resin Product Assets in the research, Development, manufacture, use, import, export, distribution, and sale of each of the respective Specialty Epoxy Resin Products;
2. to provide for the future use of the Specialty Epoxy Resin Product Assets for the research, Development, manufacture, use, import, export, distribution, and sale of each of the respective Specialty Epoxy Resin Products;
3. to create a viable and effective competitor, who is independent of the Respondents in the research, Development, manufacture, use, import, export, distribution, or sale of each of the Specialty Epoxy Resin Products; and
4. to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint in a timely and sufficient manner.

III.

A. For the time period after the Effective Date,

1. Respondents shall not use, directly or indirectly, any MDI Non-Public Information related to the research, Development, manufacturing, marketing, or sale of MDI Products that is obtained from an MDI Producer other than as necessary to comply with the following:
 - a. the requirements of this Order;

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- b. Respondents' obligations to such MDI Producer under the terms of any agreement related to MDI Products; or
 - c. applicable Law;
2. Respondents shall not disclose or convey any such MDI Non-Public Information, directly or indirectly, to any Person *except* the respective MDI Producer, other Persons specifically authorized by such MDI Producer to receive such information, and such employees of Respondent Hexion directly assigned to the FDBU;
 3. Respondents shall not provide, disclose or otherwise make available, directly or indirectly, any such MDI Non-Public Information to the employees associated with the MDI Acquired Business;
 4. Respondents shall ensure that no manager with direct line authority over the FDBU provides, discloses, or otherwise makes available, directly or indirectly, any MDI Non-Public Information to the employees associated with the MDI Acquired Business, including, without limitation, those employees with direct line authority over the MDI Acquired Business;
 5. Respondents shall prohibit any employee associated with the FDBU from discussing with, or providing, disclosing or otherwise making available to, any employee associated with the MDI Acquired Business, directly or indirectly, any MDI Non-Public Information;
 6. Respondents shall institute procedures and requirements throughout the various entities of the Respondents to ensure the MDI Non-Public Information is protected as required by this Order.

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- B. The purpose of this Paragraph III is to prevent Respondents from using the MDI Non-Public Information to the detriment of the research, Development, manufacturing, marketing, or sale of MDI Products of the MDI Producers; to the benefit of the MDI Products researched, Developed, manufactured, marketed, or sold by Respondents; or from otherwise using such information in an anticompetitive manner or in any unfair method of competition.

IV.**IT IS FURTHER ORDERED** that:

- A. If Respondent Hexion does not acquire more than fifty (50) percent of the voting securities of Respondent Huntsman on or before the Expiration Date, then Respondent Hexion shall divest, absolutely and in good faith, all of its Ownership Interest in Respondent Huntsman on the New York Stock Exchange, or such other securities exchange as the voting securities of Respondent Huntsman are registered to be traded on, within six (6) months of the Expiration Date to a Person that holds not more than one (1) percent of the voting securities of Respondent Hexion.
- B. Pending the divestiture described in Paragraph IV.A., Respondent Hexion shall not, directly or indirectly:
1. exercise dominion or control over, or otherwise seek to influence, the management, direction or supervision of the business of Respondent Huntsman including, but not limited to, any participation in the formulation, determination or direction of any business decisions of Respondent Huntsman;

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2. propose corporate action requiring the approval of Respondent Huntsman shareholders;
3. nominate, or any other way seek to or obtain representation on the Board of Directors of Respondent Huntsman;
4. have any of their directors, officers or employees serve simultaneously as an officer or director of Respondent Huntsman;
5. exercise any voting rights attached to any Ownership Interest in Respondent Huntsman, *provided, however*, that in any matter to be voted on by the shareholders of Respondent Huntsman, Respondent Hexion shall cast the votes related to their Ownership Interest in each class of Respondent Huntsman stock in an amount and manner proportional to the vote of all other votes cast by other Respondent Huntsman shareholders entitled to vote on such matter;
6. seek or obtain access to any confidential, proprietary, or other non-public information of Respondent Huntsman relating to the research, Development, manufacture, distribution, sale, and marketing of products that have the same or similar uses or applications as the Specialty Epoxy Resin Products researched, Developed, manufactured, distributed, sold, or marketed by Respondent Hexion; *provided, however*, that this shall not be construed to prohibit Respondent Hexion from seeking or obtaining discovery in any litigation or other proceeding to resolve a claim between Respondent Hexion and Respondent Huntsman in accordance with the procedures of the forum before which the dispute is pending. With respect to any such discovery, Respondent Hexion shall enter into a protective order to prevent any information from being used for any

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purpose other than providing legal representation or evidence as to the particular dispute and to prevent any information from being disclosed to any person(s) not necessary to the resolution of such dispute; or

7. take any action or omit to take any action in a manner that would be incompatible with the status of Respondent Hexion as a passive investor in Respondent Huntsman.

The requirements of this Paragraph IV.B. shall continue and remain in effect so long as Respondent Hexion retains any Ownership Interest in Respondent Huntsman.

- C. The purpose of the requirements of Paragraph IV is to ensure that, if the Acquisition does not occur, Respondent Hexion will not seek to exert, or exert influence upon, the business operations of Respondent Huntsman.

V.**IT IS FURTHER ORDERED** that:

- A. At any time after Respondents sign the Consent Agreement in this matter, the Commission may appoint a monitor (“Interim Monitor”) to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by this Order, the Order to Maintain Assets, and the Remedial Agreements.
- B. The Commission shall select the Interim Monitor, subject to the consent of Respondent Hexion, which consent shall not be unreasonably withheld. If Respondent Hexion has not opposed, in writing, including the reasons for opposing, the selection of a proposed Interim Monitor within ten (10) days after notice by the staff of the

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Commission to Respondent Hexion of the identity of any proposed Interim Monitor, Respondents shall be deemed to have consented to the selection of the proposed Interim Monitor.

- C. Not later than ten (10) days after the appointment of the Interim Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on the Interim Monitor all the rights and powers necessary to permit the Interim Monitor to monitor Respondents' compliance with the relevant requirements of the Order in a manner consistent with the purposes of the Order.
- D. If an Interim Monitor is appointed, Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Interim Monitor:
 - 1. the Interim Monitor shall have the power and authority to monitor Respondents' 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 Interim Monitor in a manner consistent with the purposes of the Order and in consultation with the Commission;
 - 2. the Interim Monitor shall act in a fiduciary capacity for the benefit of the Commission; and
 - 3. the Interim Monitor shall serve until, the latter of:
 - a. the date of completion by Respondents of the divestiture of all Specialty Epoxy Resin Product Assets and the transfer of the Manufacturing Technology, Product Intellectual Property, and

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Product Licensed Intellectual Property in a manner that fully satisfies the requirements of this Order; and

- b. with respect to each Specialty Epoxy Resin Product, the date the Acquirer (or the Designee(s) of such Acquirer) has obtained all Product Approvals necessary to manufacture, market, import, export, and sell such Specialty Epoxy Resin Product and able to manufacture such Specialty Epoxy Resin Product in commercial quantities independently of Respondents;

provided, however, that the Interim Monitor's service shall not exceed five (5) years from the date on which this Order becomes final;

provided further, that the Commission may shorten or extend this period as may be necessary or appropriate to accomplish the purposes of the Orders.

- E. Subject to any demonstrated legally recognized privilege, the Interim Monitor shall have full and complete access to Respondents' personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Interim Monitor may reasonably request, related to Respondents' compliance with their obligations under the Order, including, but not limited to, their obligations related to the relevant assets. Respondents shall cooperate with any reasonable request of the Interim Monitor and shall take no action to interfere with or impede the Interim Monitor's ability to monitor Respondents' compliance with the Order.

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- F. The Interim Monitor shall serve, without bond or other security, at the expense of Respondent, on such reasonable and customary terms and conditions as the Commission may set. The Interim 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 Interim Monitor's duties and responsibilities.
- G. Respondents shall indemnify the Interim Monitor and hold the Interim Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Interim 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 Interim Monitor.
- H. Respondent shall report to the Interim Monitor in accordance with the requirements of this Order and/or as otherwise provided in any agreement approved by the Commission. The Interim Monitor shall evaluate the reports submitted to the Interim Monitor by Respondent, and any reports submitted by the Acquirer with respect to the performance of Respondent's obligations under the Order or the Remedial Agreement(s). Within thirty (30) days from the date the Interim Monitor receives these reports, the Interim Monitor shall report in writing to the Commission concerning performance by Respondent of its obligations under the Order; *provided, however*, beginning one hundred twenty (120) days after Respondent has filed its final report pursuant to Paragraph VIII.C., and every one hundred twenty (120) days thereafter, the Interim

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Monitor shall report in writing to the Commission concerning progress by the Acquirer toward:

1. obtaining all of the relevant Product Approvals necessary to manufacture in commercial quantities, the Specialty Epoxy Resin Products independently of Respondents and;
 2. to secure sources of supply of the ingredients, inputs and components for the Specialty Epoxy Resin Products from entities other than Respondents.
- I. Respondents may require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; *provided, however*, that such agreement shall not restrict the Interim Monitor from providing any information to the Commission.
 - J. The Commission may, among other things, require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Interim Monitor's duties.
 - K. If the Commission determines that the Interim Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Interim Monitor in the same manner as provided in this Paragraph.
 - L. The Commission may on its own initiative, or at the request of the Interim Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Order.

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- M. The Interim Monitor appointed pursuant to this Order may be the same person appointed as a Divestiture Trustee pursuant to the relevant provisions of this Order

VI.**IT IS FURTHER ORDERED** that:

- A. If Respondents have not fully complied with the obligations to assign, grant, license, divest, transfer, deliver or otherwise convey relevant assets as required by this Order, the Commission may appoint a trustee (“Divestiture Trustee”) to assign, grant, license, divest, transfer, deliver or otherwise convey the assets required to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed pursuant to each of the relevant Paragraphs in a manner that satisfies the requirements of each such Paragraph. In the event that the Commission or the Attorney General brings an action pursuant to § 5(*l*) of the Federal Trade Commission Act, 15 U.S.C. § 45(*l*), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action to assign, grant, license, divest, transfer, deliver or otherwise convey the relevant assets. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(*l*) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by Respondents to comply with this Order.
- B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondent Hexion, which

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consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondent Hexion has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondent Hexion of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.

- C. Not later than ten (10) days after the appointment of a Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the divestiture required by this Order.
- D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Paragraph, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:
 - 1. subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver or otherwise convey the assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed;
 - 2. the Divestiture Trustee shall have one (1) year after the date the Commission approves the trust agreement described herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the one (1)

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year period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission; *provided, however*, the Commission may extend the divestiture period only two (2) times;

3. subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered or otherwise conveyed by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondents shall extend the time for divestiture under this Paragraph in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court;
4. the Divestiture Trustee shall use commercially reasonable efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an Acquirer as required by this Order; *provided, however*, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity, the

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Divestiture Trustee shall divest to the acquiring entity selected by Respondents from among those approved by the Commission; and, *provided further, however*, that Respondents shall select such entity within five (5) days after receiving notification of the Commission's approval;

5. the Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondent, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondent, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of Respondent, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order;
6. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in

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connection with the preparation 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 Divestiture Trustee;

7. the Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order; *provided, however,* that the Divestiture Trustee appointed pursuant to this Paragraph may be the same Person appointed as Interim Monitor pursuant to the relevant provisions of the Order to Maintain Assets in this matter;
 8. the Divestiture Trustee shall report in writing to Respondents and to the Commission every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestiture; and
 9. Respondents may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; *provided, however,* such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.
- E. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph.
- F. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such

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additional orders or directions as may be necessary or appropriate to accomplish the divestiture required by this Order.

VII.**IT IS FURTHER ORDERED** that:

With respect to Confidential Business Information, Respondents shall assure that, in any instance wherein their counsel (including in-house counsel under appropriate confidentiality arrangements) either retains unredacted copies of documents or other materials provided to the Acquirer(s) or accesses original documents (under circumstances where copies of documents are insufficient or otherwise unavailable) provided to the Acquirer(s), that Respondents' counsel does so only in order to do the following:

- A. comply with any Remedial Agreement, this Order, any Law (including, without limitation, any requirement to obtain regulatory licenses or approvals, and rules promulgated by the Commission), any data retention requirement of any applicable Government Entity, or any taxation requirements; or
- B. defend against, respond to, or otherwise participate in any litigation, investigation, audit, process, subpoena or other proceeding relating to the divestiture or any other aspect of the Specialty Epoxy Resin Products or assets and businesses associated with those products; *provided, however,* that Respondents may disclose such information as necessary for the purposes set forth in this Paragraph pursuant to an appropriate confidentiality order, agreement or arrangement;

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provided, however, that pursuant to this Paragraph VII, Respondents shall: (1) require those who view such unredacted documents or other materials to enter into confidentiality agreements with the Acquirer (but shall not be deemed to have violated this requirement if the Acquirer withholds such agreement unreasonably); and (2) use their best efforts to obtain a protective order to protect the confidentiality of such information during any adjudication.

VIII.

IT IS FURTHER ORDERED that:

- A. Within five (5) days of Respondent Hexion securing the Third Party consent and waiver related to the InfraTec Assets, as required pursuant to Paragraph II.B., Respondent Hexion shall submit to the Commission a copy of such consent and waiver.
- B. Within five (5) days of the Acquisition, Respondents shall submit to the Commission a letter certifying the date on which the Acquisition occurred.
- C. Within thirty (30) days after the date this Order becomes final, and every sixty (60) days thereafter until Respondents have fully complied with the following:
 1. Paragraphs II.A , II.B., II.C., II.E., II.G., II.J.; and
 2. and all of their responsibilities to render transitional services to the Acquirer as provided by this Order and the Remedial Agreement(s);

Respondents shall submit to the Commission a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with this Order. Respondents shall submit at the

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same time a copy of their report concerning compliance with this Order to the Interim Monitor, if any Interim Monitor has been appointed. Respondents shall include in their 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 Order, including a full description of all substantive contacts or negotiations related to the divestiture of the relevant assets and the identity of all Persons contacted, including copies of all written communications to and from such Persons, all internal memoranda, and all reports and recommendations concerning completing the obligations.

- D. One (1) year after the date this Order becomes final, annually for the next nine years on the anniversary of the date this Order becomes final, and at other times as the Commission may require, Respondents shall file a verified written report with the Commission setting forth in detail the manner and form in which it has complied and is complying with the Order.

IX.

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

- A. any proposed dissolution of Respondents;
- B. any proposed acquisition, merger or consolidation of Respondents; or
- C. any other change in Respondents, 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.

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X.**IT IS FURTHER ORDERED** that:

- A. Any Remedial Agreement shall be deemed incorporated into this Order.
- B. Any failure by Respondents to comply with any term of such Remedial Agreement shall constitute a failure to comply with this Order.
- C. Respondents shall include in each Remedial Agreement related to each of the Specialty Epoxy Resin Products a specific reference to this Order, the remedial purposes thereof, and provisions to reflect the full scope and breadth of Respondents' obligations to the Acquirer(s) pursuant to this Order.
- D. Respondents shall also include in each Remedial Agreement a representation from the Acquirer that such Acquirer shall use commercially reasonable efforts to secure the Product Approval(s) necessary to manufacture, or to have manufactured by a Third Party, in commercial quantities, each such Specialty Epoxy Resin Product and to have any such manufacture to be independent of Respondents, all as soon as reasonably practicable.
- E. Respondents shall not modify or amend any of the terms of any Remedial Agreement without the prior approval of the Commission.

XI.

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 any Respondent made to its principal

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United States offices, registered office of its United States subsidiary, or its headquarters address, Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. access, during business office hours of such Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of such Respondent related to compliance with this Order, which copying services shall be provided by such Respondent at the request of the authorized representative(s) of the Commission and at the expense of the Respondent; and
- B. to interview officers, directors, or employees of such Respondent, who may have counsel present, regarding such matters.

XII.

IT IS FURTHER ORDERED that this Order shall terminate on November 13, 2018.

By the Commission.

**APPENDIX A
EXCLUDED DOMAIN NAMES**

**[Redacted From the Public Record
But Incorporated By Reference]**

Analysis to Aid Public Comment

**APPENDIX B
SPECIALTY EPOXY RESIN PRODUCTS**

**[Redacted From the Public Record
But Incorporated By Reference]**

**NON-PUBLIC APPENDIX C
SPECIALTY EPOXY RESIN PRODUCT
DIVESTITURE AGREEMENTS**

**[Redacted From the Public Record
But Incorporated By Reference]**

**ANALYSIS OF CONSENT ORDER TO AID PUBLIC
COMMENT**

I. Introduction

The Federal Trade Commission (“Commission”) has accepted, subject to final approval, an Agreement Containing Consent Order from Hexion LLC and Huntsman Corporation (“Respondents”). The Consent Agreement is intended to resolve anticompetitive effects stemming from Hexion LLC’s (“Hexion”) proposed acquisition of Huntsman Corporation (“Huntsman”). The Consent Agreement includes a proposed Decision and Order that requires

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Respondent Hexion to divest its Specialty Epoxy Resin Product Business, which includes the research, development, manufacture, distribution, marketing, and sale of each Specialty Epoxy Resin Product; its Stuttgart (Germany) Assets; and other assets related to such business, including, but not limited to, Duisburg (Germany), parts of Norco (Louisiana), Bedford Park (Illinois), and Houston (Texas); among other things. The proposed Decision and Order also requires the licensing of all Hexion intellectual property related to the production of Specialty Epoxy Resins. The Decision and Order calls for divestiture of Hexion's Specialty Epoxy Business to Spolek Pro Chemickou A Hutni Vyrobu ("Spolek or Spolchemie"), or another Commission-approved buyer in the event that Spolek is determined not to be acceptable.

Additionally, the Decision and Order requires Hexion to institute procedures to ensure that the methylene diphenyl diisocyanate (also referred to as diphenylmethane diisocyanate) ("MDI") business it acquired from Huntsman not have access directly or indirectly to competitively sensitive non-public information obtained by its formaldehyde division.

The proposed Consent Agreement and Decision and Order are designed to address competition concerns in the Specialty Epoxy Resin and MDI markets. The Consent Agreement, if finally accepted by the Commission, would settle charges that the proposed acquisition may substantially lessen competition in the various application specific end-use markets for Specialty Epoxy Resins and the market for MDI. The Commission has reason to believe that Respondent's proposed acquisition would violate 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.

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II. The Proposed Complaint

According to the Commission's proposed complaint, the relevant product markets in which to analyze the effects of Huntsman's sale of assets to Hexion are the markets for the development, manufacture, and sale of Specialty Epoxy Resins, various application specific end-use markets in North America in which these resins are used, and the market for MDI.

Specialty epoxy resins are value added high performance epoxy resin products, including, but not limited to, blends, formulations, advanced resins, and multifunctional resins. Specialty Epoxy Resins are used with curing agents, modifiers, and other ingredients and components necessary to the use of these resins. Specialty Epoxy Resins are used in demanding applications where enhanced performance is required, such as aerospace composites, wind turbine blades, and electric power generation applications. The relevant geographic market is North America. Additionally, Specialty Epoxy resins sold into each application segment constitute distinct application specific end-use product markets.

MDI is a diisocyanate chemical used in various applications, including construction insulation, refrigeration, and composite wood products. Formaldehyde, a versatile chemical, is an essential ingredient used in the manufacture of MDI. It provides useful characteristics such as desirable insulating and mechanical properties, while avoiding many of the harmful characteristics associated with the use of pure formaldehyde, which is a carcinogen. The relevant geographic market is North America.

The proposed complaint alleges that the various application specific end-use markets for Specialty Epoxy Resins in North America and the market for MDI are highly concentrated. Hexion and Huntsman have been the primary competitors in the market for Specialty Epoxy Resins for many years. According to the proposed complaint, Hexion and Huntsman account for between

Analysis to Aid Public Comment

90 and 60 percent of sales in the various application specific end-use markets in North America. They each had close to \$1 billion in sales of Specialty Epoxy Resins in 2007. There are only four producers of MDI in the United States: Huntsman, Dow Chemical, BASF, and Bayer. MDI imports are minimal, and Hexion provides formaldehyde to all MDI producers in the U.S., except Dow. Hexion, as a supplier of formaldehyde to MDI producers, receives competitively sensitive non-public information from three of the four MDI producers. Such information includes MDI production forecasts, MDI demand forecasts and updates to these forecasts on a weekly basis, MDI projected long term forecasts, and schedules for periodic shutdowns of MDI production facilities supplied by Hexion. Thus, the market for MDI and the formaldehyde used in its production is highly concentrated. Total U.S. sales of MDI in 2007 were approximately \$2 billion.

The proposed complaint alleges that the proposed acquisition would reduce competition for Specialty Epoxy Resins in the various application specific end-use markets in North America by eliminating direct competition between these two companies, and by increasing the likelihood that unilateral market power will be exercised. As to MDI, the complaint alleges that the likelihood of coordinated interaction among competitors is increased as a result of the proposed acquisition.

III. Terms of the Proposed Order

Under the proposed Decision and Order, Hexion will divest its Specialty Epoxy Resins Business, and related assets, to Spolek within ten (10) days after Hexion acquires Huntsman. Spolek, based in the Czech Republic, develops, manufactures, and markets a wide range of commodity or basic epoxy resins. The divestiture will allow Spolek to enter the Specialty Epoxy Resins market. Similar to Hexion, post-divestiture Spolek will participate

Analysis to Aid Public Comment

in both the commodity and Specialty Epoxy Resins markets, which will position Spolek to compete effectively in the market.

The proposed Decision and Order requires Hexion to divest its Duisburg, Germany; Stuttgart, Germany; Norco, Louisiana; Bedford Park, Illinois; and Houston, Texas facilities and their related assets. This will provide Spolek all assets and know-how necessary for the research, development, production and sale of Specialty Epoxy Resins.

In addition, the proposed Decision and Order requires Hexion to institute procedures to ensure that its acquired MDI business not have access directly, or indirectly, to competitively sensitive non-public information obtained by its formaldehyde division. The Decision and Order prohibits Hexion from using any competitively sensitive non-public information obtained from its competitors in an anticompetitive manner.

IV. Opportunity for Public Comment

The proposed Decision and Order has been placed on the public record for thirty (30) days to receive comments by interested persons. Comments received during this period will become part of the public record. After thirty (30) days, the Commission will review the Consent Agreement and comments received and decide whether to withdraw its agreement or make final the Consent Agreement's proposed Order.

The purpose of this analysis is to facilitate public comment on the proposed Decision and Order. This analysis is not intended to constitute an official interpretation of the Consent Agreement and the proposed Decision and Order.