

**UNITED STATES OF AMERICA  
BEFORE FEDERAL TRADE COMMISSION**

**COMMISSIONERS:       Jon Leibowitz, Chairman  
                              J. Thomas Rosch  
                              Edith Ramirez  
                              Julie Brill  
                              Maureen K. Ohlhausen**

<p style="text-align: center;"><b>In the Matter of</b></p> <p><b>JOHNSON &amp; JOHNSON,</b></p> <p style="text-align: center;"><b>a corporation.</b></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>Docket No. C-4363</b></p>
--	--	---------------------------------

**ORDER TO MAINTAIN ASSETS**  
**[Public Record Version]**

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

Respondent J&J, its attorney, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders (“Consent Agreement”), containing an admission by Respondent J&J of all the jurisdictional facts set forth in the aforesaid draft Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent J&J 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 Respondent J&J has violated the said Acts, and that a Complaint should issue stating its charges in that respect, 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 issues its Complaint, makes the following jurisdictional findings, and issues the following Order to Maintain Assets (“Asset Maintenance Order”):

1. Respondent J&J is a corporation organized, existing and doing business under and by virtue of the laws of the State of New Jersey, with its headquarters address located at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933;
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of Respondent J&J, and the proceeding is in the public interest.

## **ORDER**

### **I.**

**IT IS ORDERED** that all capitalized terms used in this Asset Maintenance Order, but not defined herein, shall have the meanings attributed to such terms in the Decision and Order contained in the Consent Agreement. In addition to the definitions in Paragraph I of the Decision and Order attached to the Consent Agreement, the following definitions shall apply:

- A. “Decision and Order” means:
  1. the 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. the Final Decision and Order issued and served by the Commission.
- B. “Orders” means the Decision and Order and this Asset Maintenance Order.

### **II. (Asset Maintenance)**

**IT IS FURTHER ORDERED** that:

- A. Except in the course of performing its obligations under a Remedial Agreement or as expressly allowed pursuant to this Asset Maintenance Order, Respondent J&J shall not, and shall instruct its Distributors not to, interfere, directly or indirectly, with the DVR Business of the Acquirer.

*PROVIDED HOWEVER*, that unless otherwise prohibited by the Order, nothing in this Paragraph II.A. shall prevent (a) Respondent J&J or its Distributors (i) from competing for contracts or for the business of suppliers, distributors, resellers, or customers; or (ii)

from engaging in competition for the research, development, manufacture, marketing and sales of Wrist Plating Systems; and (b) Respondent J&J from using its Distributors for selling products other than DVR.

B. During the time period before the Effective Date, Respondent J&J shall, except as otherwise provided in this Asset Maintenance Order:

1. take such actions as are necessary to maintain the full economic viability, marketability and competitiveness of the DVR Business to minimize any risk of loss of competitive potential for the DVR Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the DVR Business, except for ordinary wear and tear. Respondent J&J shall not sell, transfer, encumber or otherwise impair the DVR Business (other than in the manner prescribed in this Order), nor take any action that lessens the full economic viability, marketability or competitiveness of the DVR Business including, but not limited to, hiring or offering to hire any Designated Employees;
2. retain all of Respondent J&J's rights, title, and interest in the DVR Business, except for the disposition of inventory in the regular and ordinary course of business, consistent with past practices;
3. maintain the operations of the DVR Business in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance of the assets, as necessary) and/or as may be necessary to preserve the marketability, viability, and competitiveness of the DVR Business and shall use its best efforts to preserve the existing relationships with the following: suppliers, vendors, distributors, customers, governmental agencies, employees, and others having business relations with the DVR Business; Respondent J&J's responsibilities shall include, but are not limited to, the following:
  - a. Respondent J&J shall provide the DVR 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 DVR Business;
  - b. Respondent J&J shall continue, at least at their scheduled pace, any additional expenditures for the DVR Business authorized prior to the date the Consent Agreement was signed by Respondent J&J including, but not limited to, all research, Development, manufacture, distribution, marketing and sales expenditures;
  - c. Respondent J&J shall provide such resources as may be necessary to respond to competition against the DVR Business and/or to prevent any diminution in sales of the DVR Business after the Acquisition Date and prior to the Effective Date;

- d. Respondent J&J shall provide such resources as may be necessary to maintain the competitive strength and positioning of the DVR Business in a business-as-usual manner and/or in accordance with the applicable DVR Business plan;
  - e. Respondent J&J shall make available for use by the DVR Business funds in a business-as-usual manner and/or in accordance with the applicable DVR Business plan sufficient to perform all routine maintenance or replacement, and all other maintenance or replacement of assets as may be necessary to maintain the DVR Business;
  - f. Respondent J&J shall provide the DVR Business with such funds as are necessary to maintain the full economic viability, marketability and competitiveness of the DVR Business; and
  - g. Respondent J&J shall provide such support services to the DVR Business as were being provided to such business by Respondent J&J as of the date the Consent Agreement was signed by Respondent J&J.
4. maintain a work force substantially as large as, and with equivalent or better training and expertise to, what was associated with the DVR Business as of the Acquisition Date including, but not limited to, instructing Respondent J&J's Distributors to maintain a work force substantially as large as, and with equivalent or better training and expertise to, what was associated with the DVR Business as of the Acquisition Date.
5. develop, sell, and manufacture the DVR consistent with past practices and/or as may be necessary to preserve the marketability, viability and competitiveness of the DVR Business pending divestiture.
- C. The purpose of this Paragraph II is to maintain the full economic viability, marketability and competitiveness of the DVR Business until the Effective Date, to minimize any risk of loss of competitive potential for the DVR Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the DVR Business, except for ordinary wear and tear.

### **III. (Divestiture and Post-Divestiture Requirements)**

**IT IS FURTHER ORDERED** that:

- A. Prior to the Effective Date, Respondent J&J shall secure all consents, assignments, and waivers from all Third Parties, other than the FDA, that are Related To the DVR Business including securing a lease for the Miami Facility and the Girardet Facility, if such facilities are being leased to the Acquirer, and securing consents from all customers of the DVR Business whose contracts are being assigned or extended to the Acquirer pursuant to Paragraph II.A. of the Decision and Order.

*PROVIDED, HOWEVER*, Respondent J&J may satisfy this requirement with respect to any one or more leases or agreements by certifying that the Acquirer has executed such relevant agreements directly with each of the relevant Third Parties.

*PROVIDED, FURTHER, HOWEVER*, Respondent J&J shall not be required to obtain consents necessary to assign contracts from customers that, in the aggregate, represented less than five percent (5%) of Respondent J&J's United States DVR sales for calendar year 2011.

- B. Within ninety (90) days of the Effective Date, Respondent J&J shall transfer a Cloned Form of the TeamCenter, Agile, and EtQ software programs, together with all data belonging to the Acquirer, and resident on such programs, current as of such transfer date, in a manner that provides the Acquirer independent access to and control over such Cloned Form software programs.
- C. As of the Effective Date, Respondent J&J shall grant to the Acquirer direct access to data belonging to the Acquirer and resident on the TeamCenter, Agile, and EtQ software programs, pursuant to the Remedial Agreement and subject to non-disclosure agreements, until such time as the Acquirer notifies Respondent J&J and the Monitor that the Acquirer has validated the Cloned Form of the software programs with data belonging to the Acquirer, current as of the last transaction executed on Respondent J&J's versions of the TeamCenter, Agile, and EtQ software programs. Respondent J&J shall assist the Acquirer, as is reasonably necessary, to complete the validation process expeditiously.

#### **IV. (Facilitate Hiring)**

**IT IS FURTHER ORDERED** that:

- A. Beginning no later than the time Respondent J&J signs the Consent Agreement in this matter until ninety (90) days after the Effective Date:
  - 1. Respondent J&J shall provide, and Respondent J&J shall instruct Respondent J&J's Distributors to provide, the applicable Designated Employees with reasonable financial incentives to continue in their positions for such period. Such incentives shall include a continuation of all employee benefits offered by Respondent J&J and Respondent J&J's Distributors, as applicable, until the Designated Employee has been hired, the Acquirer has decided not to hire such Designated Employee, or the Designated Employee has declined, in writing, the Acquirer's offer, including regularly scheduled raises, bonuses, vesting of pension benefits (as permitted by law), and additional incentives as may be necessary to transition the DVR Business to the Acquirer;
  - 2. Respondent J&J shall not, and shall instruct its Distributors not to, interfere with the interviewing, hiring, or employing of the Designated Employees by the Acquirer or the Acquirer's Distributors as described in this Order, and shall remove any impediments

within the control of Respondent J&J, and instruct Respondent J&J's Distributors to remove such impediments, that may deter, or otherwise prevent or discourage the Designated Employees from accepting employment with the Acquirer or the Acquirer's Distributors including, but not limited to, any noncompete provisions of employment or other contracts with Respondent J&J or Respondent J&J Distributor that would affect the ability or incentive of those individuals to be employed by the Acquirer or the Acquirer's Distributors. In addition, Respondent J&J shall not make any counteroffer to a Designated Employee, and shall instruct Respondent J&J's Distributor that employs such Designated Employee not to make any counteroffer to a Designated Employee, who receives a written offer of employment from the Acquirer or the Acquirer's Distributors, unless and until the Designated Employee has declined, in writing, the Acquirer's or Acquirer's Distributor's offer.

3. Respondent J&J shall, or where applicable, Respondent J&J shall instruct its Distributors, in a manner consistent with local labor laws:
  - a. to facilitate employment interviews between each Designated Employee and the Acquirer or the Acquirer's Distributors, including providing the names and contact information for such employees and allowing such employees reasonable opportunity to interview with the Acquirer or the Acquirer's Distributors and shall not discourage such employee from participating in such interviews;
  - b. to not interfere in employment negotiations between each Designated Employee and the Acquirer or the Acquirer's Distributors;
  - c. with respect to each Designated Employee who receives an offer of employment from the Acquirer or the Acquirer's Distributors:
    - (1) not to prevent, prohibit, or restrict, or threaten to prevent, prohibit, or restrict the Designated Employee from being employed by the Acquirer or the Acquirer's Distributors, and shall not offer any incentive to the Designated Employee to decline employment with the Acquirer or the Acquirer's Distributors including, but not limited to, the Acquirer or the Acquirer's Distributor offering to hire the Designated Employee;
    - (2) to cooperate with the Acquirer or the Acquirer's Distributors in effecting transfer of the Designated Employee to the employ of the Acquirer or the Acquirer's Distributors, if the Designated Employee accepts an offer of employment from the Acquirer or the Acquirer's Distributors;
    - (3) to eliminate any confidentiality restrictions that would prevent the Designated Employee who accepts employment with the Acquirer from using or transferring to the Acquirer or the Acquirer's Distributors any information Relating To the manufacture and sale of the DVR; and

- (4) unless alternative arrangements are agreed upon with the Acquirer or the Acquirer's Distributors, to retain the obligation to pay the benefits of any Designated Employee who accepts employment with the Acquirer or the Acquirer's Distributors including, but not limited to, all accrued bonuses, vested pensions, and other accrued benefits.

*PROVIDED, HOWEVER,* that subject to the conditions of continued employment prescribed in this Order, this Paragraph IV.A. shall not prohibit Respondent J&J or Respondent J&J's Distributors from continuing to employ any Designated Employee under the terms of such employee's employment as in effect prior to the date of the written offer of employment from the Acquirer or the Acquirer's Distributor to such employee.

*PROVIDED FURTHER, HOWEVER,* that subject to the conditions of continued employment prescribed in this Order, this Paragraph IV.A. shall not prohibit Respondent J&J or Respondent J&J's Distributors from enforcing, or requiring as a condition of accepting employment with the Acquirer or the Acquirer's Distributors, an eighteen (18) month non-compete Related To products not divested pursuant to the Remedial Agreement.

- B. Respondent J&J shall not, and Respondent J&J shall instruct its Distributors not to, for a period of two (2) years following the Effective Date, directly or indirectly, solicit, induce, or attempt to solicit or induce any Designated Employee, who is employed by the Acquirer or the Acquirer's Distributors, to terminate his or her employment relationship with the Acquirer or the Acquirer's Distributors.

*PROVIDED, HOWEVER,* Respondent J&J, Respondent J&J's Distributors, or recruiters retained by Respondent J&J or Respondent J&J's Distributors, may place general advertisements for or conduct general searches for employees including, but not limited to, in newspapers, trade publications, websites, or other media not targeted specifically at the Acquirer's or the Acquirer's Distributors' employees;

*PROVIDED FURTHER, HOWEVER,* Respondent J&J may hire Designated Employees who apply for employment with Respondent J&J as long as such employees were not solicited by Respondent J&J in violation of this Paragraph.

## V. (Confidentiality)

**IT IS FURTHER ORDERED** that:

- A. Except in the course of performing its obligations under a Remedial Agreement, or as expressly allowed pursuant to the Orders:
  1. Respondent J&J shall not use, provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information to any Person. Among other things, Respondent J&J shall not use such Confidential Business Information:
    - a. to assist or inform Respondent J&J employees who Develop, manufacture, solicit for sale, sell, or service Respondent J&J products that compete with the products divested, sold, or distributed pursuant to the Decision and Order including, but not limited to, the employees of the Wrist Plating System Business owned and operated by Synthes;
    - b. to interfere with any suppliers, distributors, resellers, or customers of the Acquirer;
    - c. to interfere with any contracts divested, assigned, or extended to the Acquirer pursuant to the Decision and Order; or
    - d. to interfere in any other way with the Acquirer pursuant to the Orders or with the DVR Business divested pursuant to the Decision and Order.
  2. Respondent J&J shall not disclose or convey 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. Respondent J&J shall not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information to the employees associated with the Synthes Wrist Plating System Business; and
  4. Respondent J&J shall institute procedures and requirements to ensure that:
    - a. Respondent J&J employees with access to Confidential Business Information do not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information in contravention of the Orders; and
    - b. Respondent J&J employees associated with the Synthes Wrist Plating System do not solicit, access or use any Confidential Business Information that they are prohibited under the Orders from receiving for any reason or purpose.



- B. The requirements of this Paragraph V do not apply to Confidential Business Information that Respondent J&J demonstrates to the satisfaction of the Commission, in the Commission's sole discretion:
1. was or becomes generally available to the public other than as a result of a disclosure by Respondent J&J;
  2. is necessary to be included in mandatory regulatory filings; *PROVIDED, HOWEVER*, that Respondent J&J shall make all reasonable efforts to maintain the confidentiality of such information in the regulatory filings;
  3. was available, or becomes available, to Respondent J&J on a non-confidential basis, but only if, to the knowledge of Respondent J&J, the source of such information is not in breach of a contractual, legal, fiduciary, or other obligation to maintain the confidentiality of the information;
  4. is information the disclosure of which is consented to by the Acquirer;
  5. is necessary to be exchanged in the course of consummating the Acquisition or the transactions under the Remedial Agreement;
  6. is disclosed in complying with the Orders;
  7. is information the disclosure of which is necessary to allow Respondent J&J to comply with the requirements and obligations of the laws of the United States and other countries;
  8. is disclosed in defending legal claims, investigations or enforcement actions threatened or brought against Respondent J&J or the DVR Business; or
  9. is disclosed in obtaining legal advice.
- C. The purpose of this Paragraph V is to maintain the full economic viability, marketability and competitiveness of the DVR Business until the Effective Date, to minimize any risk of loss of competitive potential for the DVR Business, to minimize the risk of disclosure and unauthorized use of Confidential Business Information of the DVR Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the DVR Business, except for ordinary wear and tear.

## **VI. (Monitor)**

**IT IS FURTHER ORDERED** that:

- A. Charles River Associates shall serve as the Monitor pursuant to the agreement executed by the Monitor and Respondent J&J and attached as Exhibit A (“Monitor Agreement”) and Confidential Exhibit A-1 (“Monitor Compensation”). The Monitor is appointed to assure that Respondent J&J expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order.
- B. The Monitor Agreement shall require that, no later than one (1) day after the Acquisition Date, Respondent J&J transfers to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to the Decision and Order and this Asset Maintenance Order, and consistent with the purposes of this Order.
- C. No later than one (1) day after the Acquisition Date, Respondent J&J shall, pursuant to the Monitor Agreement, transfer to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to and consistent with, the purposes of this Order.
- D. Respondent J&J shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:
  - 1. The Monitor shall have the power and authority to monitor Respondent J&J’s compliance with the terms of the Order, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of the Order and in consultation with the Commission including, but not limited to:
    - a. Assuring that Respondent J&J expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order; and
    - b. Monitoring any agreements between Respondent J&J and the Acquirer.
  - 2. The Monitor shall act in a fiduciary capacity for the benefit of the Commission.
  - 3. Subject to any demonstrated legally recognized privilege, the Monitor shall have full and complete access to Respondent J&J’s personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Monitor may reasonably request, Related To Respondent J&J’s compliance with its obligations under the Order. Respondent J&J shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor’s ability to monitor Respondent J&J’s compliance with the Order.

4. The Monitor shall serve, without bond or other security, at the expense of Respondent J&J on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have authority to employ, at the expense of Respondent J&J, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities. The Monitor shall account for all expenses incurred, including fees for services rendered, subject to the approval of the Commission.
  5. Respondent J&J shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, malfeasance, willful or wanton acts, or bad faith by the Monitor.
  6. The Monitor Agreement shall provide that within one (1) month from the date the Monitor is appointed pursuant to this paragraph, and every sixty (60) days thereafter, the Monitor shall report in writing to the Commission concerning performance by Respondent J&J of its obligations under the Orders.
  7. Respondent J&J may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *PROVIDED, HOWEVER*, such agreement shall not restrict the Monitor from providing any information to the Commission.
- E. The Commission may, among other things, require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with the performance of the Monitor's duties.
- F. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor:
1. The Commission shall select the substitute Monitor, subject to the consent of Respondent J&J, which consent shall not be unreasonably withheld. If Respondent J&J has not opposed, in writing, including the reasons for opposing, the selection of a proposed Monitor within ten (10) days after notice by the staff of the Commission to Respondent J&J of the identity of any proposed Monitor, Respondent J&J shall be deemed to have consented to the selection of the proposed Monitor.
  2. Not later than ten (10) days after appointment of the substitute Monitor, Respondent J&J shall execute an agreement that, subject to the prior approval of the Commission, confers on the Monitor all the rights and powers necessary to permit the Monitor to

monitor Respondent J&J's compliance with the relevant terms of the Orders in a manner consistent with the purposes of the Order.

- G. The Commission may on its own initiative, or at the request of the Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Orders.
- H. A Monitor appointed pursuant to this Order may be the same person appointed as the Divestiture Trustee pursuant to the relevant provisions of the Decision and Order.

### **VII. (Compliance Reports)**

**IT IS FURTHER ORDERED** that within thirty (30) days after the date this Asset Maintenance Order becomes final, and every sixty (60) days thereafter until the Asset Maintenance Order terminates, Respondent J&J 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 the Orders; *PROVIDED, HOWEVER*, that, after the Decision and Order becomes final, the reports due under this Asset Maintenance Order shall be consolidated with, and submitted to the Commission at the same time as, the reports required to be submitted by Respondent J&J pursuant to the Decision and Order.

### **VIII. (Change in Respondent J&J)**

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

- A. dissolution of such Respondent;
- B. acquisition, merger or consolidation of Respondent; or
- C. any other change in the Respondent including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of the Order.

### **IX. (Access)**

**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 Respondent J&J, Respondent J&J shall, without restraint or interference, permit any duly authorized representative(s) of the Commission:

- A. access, during business office hours of Respondent J&J 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 Respondent J&J Relating To compliance with this Order, which copying services shall be provided by Respondent J&J at its expense; and
- B. to interview officers, directors, or employees of Respondent J&J, who may have counsel present, regarding such matters.

**X. (Termination)**

**IT IS FURTHER ORDERED** that this Asset Maintenance Order 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 later of:
  - 1. the day after the divestitures pursuant to Paragraph II of the Decision and Order are accomplished, or
  - 2. three (3) days after the related Decision and Order becomes final.

By the Commission.

Donald S. Clark  
Secretary

SEAL  
ISSUED: June 11, 2012

**APPENDIX A**

**MONITOR AGREEMENT**

**NON-PUBLIC APPENDIX A-1**

**MONITOR COMPENSATION**

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