

CONFIDENTIAL APPENDIX F  
Public Version

Assets Excluded from the Definition of the  
Dow Global Ethyleneamines Business

1. Assets, properties and rights of Dow related to the operation of the Terneuzen Plant and any terminals Dow uses as storage facilities in The Netherlands, including raw materials located at the Terneuzen Plant, but not including: (i) assets relating to the sale or marketing (as opposed to production) of Ethyleneamines at the Terneuzen Plant; (ii) intellectual property used to manufacture Ethyleneamines; (iii) all certifications, registrations and similar rights held by Dow that are necessary to enable Acquirer to fulfill its obligations under contracts involving the delivery of Ethyleneamines produced at the Terneuzen Plant; and (iv) all customer lists relating to sales of Ethyleneamines produced at the Terneuzen Plant and associated customer files, and all contracts with customers and distributors of the Terneuzen Plant;
2. all current assets (other than inventory), including without limitation, all cash, cash equivalents, and other short-term investments, prepaid rent, prepaid supplies, advances and other prepaid expenses and deposits and accounts or notes receivable;
3. raw materials inventory located at the Terneuzen Plant;
4. the following assets of Dow's Castmate business:
  - a. all tangible assets (other than books and records), including personal property such as machinery, mobile and immobile equipment, furniture, furnishings, vehicles, tools, tooling, dies, stores, parts, supplies and other tangible personal property, used to manufacture Castmate (but not Ethyleneamines or AEEA);
  - b. Dow's inventory of latex and any contracts for the supply of latex, in each case used to manufacture Castmate; and
  - c. engineering spare parts and lab equipment (other than lab equipment dedicated to Castmate or related to Castmate and Ethyleneamines, taken together) used to manufacture Castmate;
5. all assets sold or otherwise disposed of to unaffiliated third parties or, prior to the Acquisition, Union Carbide in the ordinary course of business and not in violation of any provisions of the Huntsman Agreement or any New Ethyleneamines Agreement during the period from the date of such agreements until the closing date of the divestiture of the Dow Global Ethyleneamines Business;
6. intellectual property that is not unique to the Dow Global Ethyleneamines Business and has general uses or applications in Respondents' other businesses, provided however, that,

to the extent such intellectual property is used in the Dow Global Ethyleneamines Business, Dow shall grant Acquirer a nonexclusive, worldwide license to use such intellectual property in the operation of the Dow Global Ethyleneamines Business;

7. any insurance policies or insurance coverage (or assumed coverage);
8. any rights pursuant to any agreement or contract between Dow and any of its affiliates;
9. all receivables and payables with Dow;
10. all rights, including the right to use, in or to any trade name and trademark whether or not registered in any country in the world which includes the term "DOW" or the DOW DIAMOND design;
11. services of employees of the Dow Global Ethyleneamines Business who are not transferring to the Acquirer;
12. all refunds, rebates or similar payments of taxes to the extent such taxes were paid by or on behalf of Dow;
13. all tax returns of Dow;
14. any books and records that Dow is required by law to retain, so long as Dow delivers at least one copy thereof to the Acquirer of the Dow Global Ethyleneamines Business;
15. any rights of Dow under the Huntsman Agreement or any New Ethyleneamines Agreement;
16. the real property underlying the A-3800 Block and the A-3400 Block of the Freeport Site;
17. all correspondence and documents, including the confidentiality agreements entered into by Dow in connection with the sale of the Dow Global Ethyleneamines Business related to any third party bid to purchase the Dow Global Ethyleneamines Business; provided however that: (i) Dow shall take all actions necessary to enforce such confidentiality agreements on behalf of Acquirer; and (ii) to the extent the assignment or disclosure of such confidentiality agreements to Acquirer would not constitute a breach, Dow shall assign or transfer such confidentiality agreements to Acquirer, as provided in the Order;
18. [redacted - confidential information]
19. any permit, authorization or approval used, required or necessary for aspects of businesses of Dow other than the Dow Global Ethyleneamines Business regardless of whether such permit, authorization or approval also covers operations of the Dow Global Ethyleneamines Business;

20. assets, properties or rights of Union Carbide or rights of Dow vis-à-vis Union Carbide (it being understood and agreed that Dow or Union Carbide may conduct an ethyleneamines and AEEA business after consummation of the Acquisition);
21. [redacted - confidential information]
22. [redacted - confidential information]
23. [redacted - confidential information]
24. all collective bargaining agreements; and
25. [redacted - confidential information]