

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

In the Matter of)
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Solvay S.A.)
a foreign corporation)
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Docket No. C-4046
File No. 021-0067

**PETITION OF SOLVAY S.A. FOR
APPROVAL OF TERMINATION AGREEMENT**

Pursuant to Section 2.41(f) of the Federal Trade Commission (the "Commission") Rules of Practice and Procedure, 16 C.F.R. 2.41(f) and Paragraph II.I of the Decision and Order in the above-captioned matter (the "Decision and Order"), Solvay S.A. ("Solvay") hereby petitions the Commission to approve the termination of (1) the 142b Supply Agreement dated January 19, 1998 entered into by and between Solvay Fluorides, Inc., now known as Solvay Fluorides LLC ("Seller"), and Alventia LLC, which was merged into Dyneon LLC ("Buyer" and together with Seller, the "Parties"), amended by Amendment No. 1 to the 142b Supply Agreement dated January 21, 2003 (as amended, the "Supply Agreement"); (2) the Letter Agreement dated July 1, 2007 (the "2007 Letter Agreement"); and (3) the Letter Agreement dated February 1, 2010 (the "2010 Letter Agreement"). Solvay attaches to this Application as Confidential Appendix A the Parties' Termination Agreement, dated as of April 6, 2010 (the "Termination Agreement").

I. Background

On January 19, 1998, the Parties entered into a 142b Supply Agreement whereby Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller all of Buyer's 142b manufacturing requirements for Buyer's VF₂ production facility in Decatur, Alabama. HCFC-142b is the main raw material used in the production of VF₂, which is in turn the key raw material for the manufacture of PVDF.

The 142b Supply Agreement was incorporated into the Commission's Decision and Order, which became final on July 9, 2002. By its terms, the Commission's Decision and Order will terminate on the same date in 2012.

The Supply Agreement contains a competitive price/meet-or-release clause whereby the Seller may choose to meet a competitive price presented to Buyer or permit Buyer to purchase specified amounts of its 142b requirements from the third-party manufacturer making the competitive offer and release Buyer from purchasing those amounts from the Seller. Buyer has invoked this clause on three occasions, resulting in letter agreements between the Parties, dated July 1, 2007, April 3, 2008, and February 1, 2010. The combined volumes of 142b currently released pursuant to the 2007 Letter Agreement and the 2010 Letter Agreement total [CONFIDENTIAL MATERIAL REDACTED].

Pursuant to an amendment dated January 21, 2003, the term of the Supply Agreement expires on [CONFIDENTIAL MATERIAL REDACTED].

II. The Termination Agreement

The Buyer and Seller have reached an agreement to terminate the Supply Agreement and Letter Agreements referenced above effective upon the Commission's approval. A copy of that Termination Agreement is attached to this Petition as Confidential Appendix A.

The terms of the Termination Agreement do not frustrate the competitive purposes of the Commission's Decision and Order, which, in any event, will expire in two years. Under the terms of the 2007 and 2010 Letter Agreements, the amounts of 142b released exceed Buyer's reasonably anticipated total annual demand that Buyer would be required to purchase and Seller would be required to sell pursuant to the terms of the Supply Agreement. As a result of these Letter Agreements, Seller no longer will be supplying any of Buyer's 142b requirements for the remainder of the Supply Agreement's term. In addition, the Termination Agreement does not alter any other agreements in effect between the Parties pursuant to the Commission's Decision and Order.

Accordingly, both Parties now desire to terminate the Supply Agreement, and Solvay respectfully requests that the Commission approve the proposed Termination Agreement.

III. Solvay's Confidentiality Request

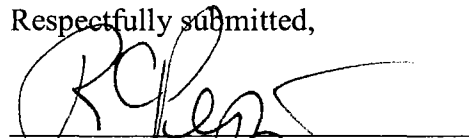
Solvay requests that the full text of the Termination Agreement, along with the material redacted from the "Public" version of this application (collectively, the "Subject Material"), be treated by the Commission as strictly confidential and not be made available to the public as it constitutes commercially and competitively sensitive information. Solvay has designated the entire Termination Agreement as confidential by

marking each page with “Confidential Treatment Requested by Solvay S.A.” pursuant to § 4.9(c)(1) of the Commission’s Rules. With reference to §4.9(c)(3) of the Commission’s Rules, Solvay requests that the General Counsel of the Commission withhold the Subject Information from the public record because the Subject Information constitutes confidential commercial and financial information of the sort described by §4.10(a)(2) of the Commission’s Rules and competitively sensitive information of the sort described by §6(f) of the Federal Trade Commission Act, 15 U.S.C. §46(f) (the “FTC Act”).

Solvay also requests confidential treatment of the Subject Information pursuant to §552(b)(4) of the Freedom of Information Act, 5 U.S.C. §552, because the Subject Information constitutes confidential business information concerning Solvay and Dyneon. Solvay and Dyneon are not required to make such information readily available to the public and would not willingly or ordinarily disclose such information because such information, if revealed, would prejudice Solvay and Dyneon by providing competitors with insight into their operations. As noted above, Solvay believes that the Subject Information is confidential and not required to be made public pursuant to §4.10(a)(2) of the Commission’s Rules and §6(f) of the FTC Act. Solvay has provided herewith a redacted version of this Application that may be placed on the public record without jeopardizing its own or Dyneon’s interests.

Dated: April 22, 2010

Respectfully submitted,



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CONFIDENTIAL APPENDIX A

[REDACTED]