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July 6, 2011

BY HAND

Donald S. Clark
Secretary
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, DC 20580



Re: The Dow Chemical Company: File No. 081 0214

Dear Mr. Clark:

Pursuant to Paragraph III.G of the Decision and Order in the above referenced matter, Respondent The Dow Chemical Company ("Dow") hereby provides notice that Dow and Arkema Inc. ("Arkema") have executed amendments to the Asset Purchase Agreement ("APA") between Dow and Arkema executed on July 31, 2009, as amended on January 25, 2010, and to the Torrance Tank Area Lease, Exhibit BB to the APA. Pursuant to Paragraph III.G, Dow hereby requests that the Commission approve these amendments.

The amendment to the Tank Area Lease (the "Tank Lease Amendment") is a ministerial correction that does not materially change the agreement between Dow and Arkema. The original lease document incorrectly depicted the location of a certain tank, and the location of that tank is corrected in the amendment.

The amendment to the APA (the "LPP Amendment") relates to the Torrance LPP project, an upgrade to the rail off-loading facilities at the Torrance Facility designed to bring the facility into compliance with Dow's EH&S standards. This upgrade was not legally required and was planned before the divestiture of the Acrylic Acid Business and the Latex Polymers Business to Arkema. During negotiation of the divestiture, Dow and Arkema agreed that the project would be continued and that the expense of the project would be shared between Dow and Arkema. After the divestiture was complete and Arkema became more familiar with the site, Arkema determined that it wanted to change the scope of the rail off-loading project in order to better conform to Arkema's procedures for loading and unloading rail cars. At Arkema's request, Dow agreed to this change in scope, which is memorialized in the LPP Amendment. Under the terms of the LPP Amendment Dow and Arkema will continue to split the cost of the project.

Neither the Tank Lease Amendment nor the LPP Amendment will materially affect day-to-day operations at the Torrance Facility or the operations of the Acrylic Acid Business or the Latex Polymers Business, and neither amendment will affect Dow's ongoing efforts to sell the Torrance site.

For your reference, the APA, as amended, the Torrance Tank Area Lease, the Tank Lease Amendment, and the LPP Amendment are included with this letter as Confidential Exhibits A through D, respectively.

The enclosures to this letter contain confidential and competitively sensitive business information relating to the divestiture of the Acrylic Acid Business and the Latex Polymers Business. The disclosure of this information would prejudice Dow and Arkema, cause harm to the ongoing competitiveness of the Acrylic Acid Business and the Latex Polymers Business, and impair Dow's ability to comply with its obligations under the Decision and Order. Pursuant to Sections 2.41(f)(4) and 4.9(c) of the Commission's Rules of Practice and Procedure, 16 C.F.R. § 2.41(f)(4) & 4.9(c), Dow therefore requests that these enclosures and the information contained therein be accorded confidential treatment. These enclosures should be accorded such confidential treatment under 5 U.S.C. § 552 and Section 4.10(a)(2) of the Commission's Rules of Practice and Procedure, 16 C.F.R. § 4.10(a)(2). The enclosures are also exempt from disclosure under Exemption 4 of the Freedom of Information Act, 5 U.S.C. §§ 552(b)(4), and the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a(h).

Please do not hesitate to contact me if you have any questions.

Sincerely,


George S. Cary

Enclosures

cc: Roberta Baruch, Esq.
Arthur Strong, Esq.
William Hamel, Esq.