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UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Jon Leibowitz, Chairman**
William E. Kovacic
J. Thomas Rosch
Edith Ramirez
Julie Brill

In the Matter of	)	
GRIFOLS, S.A. **a corporation**,	)	
and	)	**Docket No. C-4322**
TALECRIS BIOTHERAPEUTICS HOLDINGS CORP. **a corporation.**	)	**[Redacted Public Version]**

DECISION AND ORDER

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed acquisition of Talecris Biotherapeutics Holdings Corp. ("Respondent Talecris") by Grifols, S.A. ("Respondent Grifols"), and Respondent Grifols and Respondent Talecris 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 Grifols and Respondent Talecris 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 Grifols and Respondent Talecris, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission by Respondent Grifols and Respondent Talecris 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 Grifols and Respondent Talecris 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 Grifols and Respondent Talecris 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 Grifols is a corporation organized, existing and doing business under and by virtue of the laws of Spain with its office and principal place of business at Avinguda de la Generalitat, 152, Parque empresarial Can Sant Joan, 08174 Sant Cugat del Valles, Barcelona, Spain, and with its office and principal place of business in the United States located at 2410 Lillyvale Avenue, Los Angeles, CA 90032.

2. Respondent Talecris is a corporation organized, existing and doing business under and by virtue of the laws of Delaware, with its office and principal place of business located at 4101 Research Commons, 79 T.W. Alexander Drive, Research Triangle Park, North Carolina 27709.

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

ORDER

I.

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

A. "Grifols" means Grifols, S.A., its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Grifols, S.A. (including Talecris, after the Acquisition Date), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

B. "Talecris" means Talecris Biotherapeutics Holdings Corp. its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Talecris Biotherapeutics Holdings Corporation, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

C. "Commission" means the Federal Trade Commission.

D. "Acquisition" means Respondent Grifols' acquisition of Talecris.

E. "Acquisition Date" means the date on which the Acquisition is consummated.

F. "Acquirer" means the Person specified by name in this Order, or the Person approved by the Commission, to acquire the Divested Business pursuant to Paragraph II or Paragraph VI of this Order.

G. "Branded Supply Date" means the date that is one hundred twenty (120) days after the Acquisition Date.

H. "Confidential Business Information" means competitively sensitive, proprietary, and all other information, solely Relating To the Divested Business, that is not in the public domain, owned by or pertaining to a Person or a Person's business, and includes, but is not limited to, all customer lists, price lists, contracts, cost information, marketing methods, technologies, processes, or other trade secrets.

I. "Contract Manufacturing Agreement" means the agreement that has been approved by the Commission and become a part of the Divestiture Agreement, under which Respondent Grifols and Kedrion have agreed to, among other things, various terms regarding the Manufacturing of Products by Respondent Grifols and the sale of Products by Kedrion.

J. "Designated Amount of Products" means the confidential amount of liter equivalent Products included in Confidential Exhibit A to this Order.

K. "Designated Employee" means the named employee, or person filling a particular job description, listed in Confidential Exhibit B to this Order.

L. "Designated Melville Employee" means the named employee, or person filling a particular job description, listed in Confidential Exhibit B-1 to this Order.

M. "Development" means all research and development activities, including, without limitation, the following: test method development; stability testing; 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 or certifications. "Develop" means to engage in Development.

N. "Divested Business" means:

1. The Melville Facility;

2. The Grifols Plasma Centers;

3. Grifols Plasma;

4. The Contract Manufacturing Agreement; and

5. All assets, tangible and intangible, property, facilities, equipment, contracts, and all other requirements necessary to fulfill Grifols' obligations under the Contract Manufacturing Agreement, the Product Agreement, and the Divestiture Agreement.

O. "Divestiture Agreement" means all the divestiture agreements, licenses, assignments, and other agreements entered into by Respondent Grifols and Kedrion for the sale of the Melville Facility, the Grifols Plasma Centers, Grifols Plasma, the Products Supply Agreements, and all other agreements, leases, transfers, and licenses required by this Order. The Divestiture Agreement is attached as Confidential Exhibit C to this Order.

P. "Effective Date" means the date on which the divestitures, licensing, and assignments pursuant to Paragraph II or Paragraph VI of this Order, are consummated.

Q. "FDA Approval Date" means the date on which the FDA grants all approvals necessary for Kedrion to market and sell Private Label Albumin Product and Private Label IVIG Product. In the event the FDA approves the marketing and sale by Kedrion of one of the two products before the other, the FDA Approval Date shall be the latter of those two approval dates.

R. "Grifols Plasma" means normal source plasma, approved by the U.S. Food & Drug Administration ("FDA"), supplied by Grifols, which meets the specifications set forth in Exhibit B to the Contract Manufacturing Agreement.

S. "Grifols Plasma Centers" means the plasma collection facilities owned and operated by Respondent Grifols at the locations identified in Exhibit D to this Order.

T. "Kedrion" means Kedrion S.p.A. a corporation organized, existing and doing business under and by virtue of the laws of Italy with its international headquarters located at Loc. Ai Conti, 55051 Castelrechhio Pascoli, Bargra (Lucca), Italy and its principal place of business in the United States located at Parker Plaza, 40 Kelby Street, Fort Lee, NJ 07024.

U. "Manufacture" or "Manufactured" means some or all of the fractionation, purification, formulation, filling, packaging, inspecting, validating and testing of Products, and does not include the commercialization activities including, but not limited to, pricing and price-reporting, sales, marketing, and/or distribution.

V. "Melville Facility" means the facility owned and operated by Talecris at 155 Duryea Road, Melville, New York 11747, and all machinery, fixtures, equipment, vehicles, transportation and storage facilities, furniture, tools, supplies, stores, spare parts, and other tangible property located at or Relating To that facility.

W. "Melville Lease Agreement" means any agreement between Respondent Grifols and Kedrion for the lease of the Melville Facility.

X. "Melville Lease Termination Date" means the date on which Respondent Grifols terminates its lease of the Melville Facility from Kedrion pursuant to the Melville Lease Agreement.

Y. "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 Acquisition Date, 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 Respondent Grifols as of the Acquisition Date.

Z. "Person" means any natural person, partnership, corporation, association, trust, joint venture, government, government agency, division, or department, or other business or legal entity.

AA. "Plasma Sales Agreement" means an agreement between Grifols and Kedrion under which Grifols will sell blood plasma to Kedrion.

BB. "Products" means:

1. Private Label IVIG Product, Koate, or Private Label Albumin Product, in each case that is intended for human use, Manufactured by Grifols, pursuant to instructions by Kedrion and under the terms and conditions of the Contract Manufacturing Agreement; and

2. Fraction V Paste or Cryoprecipitate, derived from plasma, Manufactured by Grifols for Kedrion pursuant to the Contract Manufacturing Agreement, and delivered as intermediates to Kedrion by Grifols.

CC. "Relating To" or "Related To" means pertaining in any way to, and is not limited to that which pertains exclusively to or primarily to.

DD. "Remedial Agreement" means the following:

1. the Divestiture Agreement if such agreement has not been rejected by the Commission pursuant to Paragraph II of this Order; and

2. any agreement between Respondent Grifols and a Commission-approved Acquirer (or between a Divestiture Trustee and a Commission-approved Acquirer) that has been approved by the Commission to accomplish the requirements of this Order, and all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets to be granted, licensed, delivered or otherwise conveyed, that have been approved by the Commission to accomplish the requirements of this Order.

EE. "Third Party(ies)" means any Person other than Respondent Grifols, Talecris, Kedrion, or the Acquirer.

FF. "Trade Dress" means the current trade dress of a particular product or Person including, without limitation, product packaging, logos, and the lettering of the product trade name, brand name, or corporate name.

GG. "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 Koate.

[Albumin Definitions]

HH. "Albumin Manufacturing Agreement" means an agreement between Kedrion and Respondent Grifols, that has been approved by the Commission and become a part of the Divestiture Agreement, under which Respondent Grifols will provide Private Label Albumin Product and Fraction V for Kedrion.

II. "Albumin Product" means an albumin factor derived from human blood plasma and used, among other things, as a blood volume expander.

JJ. "Designated Amount of Talecris Albumin Product" means the minimum amount of Talecris Albumin Product to be produced by Respondent Grifols during the Contract Manufacturing Agreement and made available for sale by Kedrion, attached in Confidential Exhibit E-1.

KK. "Fraction V" means plasma protein factor that predominantly contains albumin.

LL. "Fraction V Paste" means a plasma intermediate used in the Manufacture of Albumin Product.

MM. "Plasbumin" means branded Talecris Albumin Product and includes Plasbumin®-5, Albumin (Human) 5%, USP (PDF); Plasbumin®-20, Albumin (Human) 20%, USP (PDF); and Plasbumin®-25, Albumin (Human) 25%, USP (PDF).

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NN. "Private Label Albumin Product" means an Albumin Product identical to, and manufactured according to the FDA-approved process used in the production of, the Talecris Albumin Product.

OO. "Talecris Albumin Customer Contracts" means contracts between Talecris and Third Parties, including group purchasing organizations and hospitals, for the sale and purchase of, at a minimum, the Designated Amount of Talecris Albumin Product, including but not limited to, the contracts identified in Confidential Exhibit E.

PP. “Talecris Albumin Product” means the Albumin Product Developed, manufactured and sold by Talecris in the United States under the brand name Plasbumin.

[IVIG Definitions]

QQ. “IVIG Product” means an intravenous immune globulin derived from human blood plasma.

RR. “Designated Amount of Talecris IVIG Product” means minimum amount of Talecris IVIG Product to be produced by Respondent Grifols during the Contract Manufacturing Agreement and made available for sale by Kedrion, and designated in Confidential Exhibit F-1.

SS. “Gamunex” means branded Talecris IVIG Product.

TT. “Private Label IVIG Product” means intravenous immune globulin derived from human blood plasma identical to, and manufactured according to the FDA-approved process used in the production of, the Talecris IVIG Product.

UU. “Talecris IVIG Customer Contracts” means contracts between Talecris and Third Parties, including group purchasing organizations and hospitals, for the sale and purchase of at least the Designated Amount of Talecris IVIG Product including, but not limited to, the contracts identified in Confidential Exhibit F.

VV. “Talecris IVIG Product” means the IVIG Product Developed, manufactured and sold by Talecris in the United States under the brand name Gamunex.

[Koate Definitions]

WW. “Cryoprecipitate” means a product derived from fresh frozen plasma containing coagulation factors.

XX. “Factor VIII Product” means an antihemophilic factor derived from Cryoprecipitate used in the treatment of, among other things, hemophilia A.

YY. “Koate” means the Factor VIII Product sold under the Talecris registered brand name Koate.

ZZ. “Koate Option, License and Sale Agreement” means the agreement between Respondent Grifols and Kedrion granting to Kedrion, among other things, the exclusive rights to sell branded Koate in the United States and the option to acquire non-exclusive rights to manufacture branded Koate in the United States, Italy, and Hungary.

AAA. “Koate Customer Contracts” means all contracts between Talecris and a third party for the purchase and sale of Koate in the United States including, but not limited to, the contracts identified in Confidential Exhibit G.

BBB. "Koate Intellectual Property" means all of the following Related To Koate:

1. all Talecris intellectual property used in the Development, manufacturing, storage, distribution and sale of Koate including, but not limited to:

    a. Koate Manufacturing Copyrights;

    b. Software;

    c. computer programs;

    d. Patents including, but not limited to, the right to obtain and file for Patents and Koate Sales and Manufacturing Copyrights, and registrations thereof;

    e. licenses including, but not limited to, licenses to third-party Software if transferable and sub-licenses to Software modified by Respondent Talecris;

    f. know-how (including, but not limited to, flow sheets, process and instrumentation), diagrams, risk analysis, certificates of analysis, goodwill, technology (including, but not limited to, equipment specifications), drawings, utility models, designs, design rights, techniques, data, inventions, practices, recipes, raw material specifications, process descriptions;

    g. technical information (including, but not limited to, material and final product specifications);

    h. protocols (including, but not limited to, operational manuals);

    i. quality control information and methods, and other confidential or proprietary technical, business, Development and other information;

    j. trade secrets; and

    k. all rights to limit the use or disclosure thereof trade names, service marks, logos, and the modifications or improvements to such intellectual property; and

2. rights to sue and recover damages or obtain injunctive relief for infringement, dilution, misappropriation, violation or breach of any of the foregoing.

CCC. "Koate Manufacturing Copyrights" means copyrights in all process development data and reports Relating To the research and development of Koate, or of any materials used in the research, Development, manufacture, manufacturing records, manufacturing processes, and supplier lists; all copyrights in data contained in laboratory notebooks Relating To Koate; all copyrights in analytical and quality control data; and all correspondence with governmental agencies.

DDD. "Koate Sales Copyrights" means rights to all original works of authorship of any kind directly Related To the sale of Koate in the United States, and any registrations and applications for registrations thereof, including, but not limited to, the following: all such rights with respect to all promotional, marketing, sales, and advertising materials, educational and training materials for the sales force, and sales forecasting models; marketing or sale of Koate 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 copyrights in records, including customer lists, sales force call activity reports, vendor lists, and sales data.

II.

IT IS FURTHER ORDERED that:

A. Within ten (10) days of the Acquisition Date, Respondent Grifols shall divest the Melville Facility, the Grifols Plasma Centers, and Grifols Plasma, enter into the Contract Manufacturing Agreement, the Product Agreement, the Koate Option, License and Sale Agreement, assign or extend rights and obligations under the Koate Customer Contracts, the Talecris Albumin Customer Contracts, and the Talecris IVIG Customer Contracts, absolutely and in good faith, to Kedrion, pursuant to, and in accordance with, the Divestiture Agreement. The Divestiture Agreement (which shall include, among other things, the sale and purchase agreements for the Melville Facility, the Grifols Plasma Centers, and Grifols Plasma, the assignments, licenses, supply agreements, and all other agreements between Respondent Grifols and Kedrion) between Respondent Grifols and Kedrion shall not vary or contradict, or be construed to vary or contradict, the terms of this Order, it being understood that nothing in this Order shall be construed to reduce any rights or benefits of Kedrion, or to reduce any obligations of Respondent Grifols under such agreements, and such agreements, if approved by the Commission, shall be incorporated by reference into this Order and made a part hereof.

PROVIDED, HOWEVER, that Respondent Grifols shall be allowed, pursuant to the Divestiture Agreement, to enter into a Melville Facility Lease Agreement with Kedrion under which, for a period of no more than four (4) years from the Acquisition Date, Respondent Grifols will lease back the Melville Facility from Kedrion. Such agreement, if approved by the Commission, shall be a part of the Divestiture Agreement and incorporated into this Order and made a part hereof.

PROVIDED, HOWEVER, if, at the time the Commission determines to make this Order final, the Commission notifies Respondent Grifols that Kedrion is not an acceptable Acquirer then, after receipt of such written notification: (1) Respondent Grifols shall immediately notify Kedrion of the notice received from the Commission and shall as soon as practicable effect the rescission of the Divestiture Agreement; and (2)

Respondent Grifols shall, within one-hundred-fifty (150) days from the date this Order becomes final, divest the Divested Business, enter into manufacturing and distribution agreements, assign or extend rights and obligations under customer contracts, and divest any other assets or enter into any other relief required to satisfy the purposes of this Order, absolutely and in good faith, at no minimum price, to or with an Acquirer, that receives the prior approval of the Commission, and in a manner that receives the prior approval of the Commission;

PROVIDED FURTHER, HOWEVER, that if Respondent Grifols has complied with the terms of Paragraphs II.A., II.B., and II.C. before the date on which this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondent Grifols that the manner in which the divestiture and assignments were accomplished is not acceptable, the Commission may direct Respondent Grifols, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture and assignments 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, Respondent Grifols shall secure all consents and waivers from all Third Parties, other than the FDA, including customers whose contracts are being assigned or extended to Kedrion pursuant to Paragraph II.A., that are necessary to permit Kedrion to sell Private Label Albumin Product, Private Label IVIG Product, and Koate.

PROVIDED, HOWEVER, Respondent may satisfy this requirement by certifying that the Acquirer has executed all such agreements directly with each of the relevant Third Parties.

C. Respondent Grifols shall Manufacture the Designated Amount of Products, as set forth in Confidential Exhibits A, E-1, and F-1, annually for Kedrion to market and sell such Products, and Kedrion will take or pay for such Designated Amount of Products Manufactured by Grifols for seven (7) years beginning the day after the FDA Approval Date or the Effective Date, which ever date is later;

PROVIDED, HOWEVER, that in the event Kedrion is not approved by the FDA to market and sell Private Label Albumin Product or Private Label IVIG Product by the Branded Supply Date, then, for purposes of Paragraph II.C., Respondent Grifols shall: (1) Manufacture Plasbumin and Gamunex for Kedrion; (2) supply Kedrion with sufficient inventory of Plasbumin and Gamunex so it can begin supplying customers with Plasbumin and Gamunex no later than three days after the Branded Supply Date, and (3) continue to supply Kedrion with Plasbumin and Gamunex so it can market and sell in the amounts set forth in Confidential Exhibits A, E-1, and F-1 of this Order.

PROVIDED, FURTHER, HOWEVER, that in the event Respondent Grifols is required to supply Kedrion with Plasbumin and Gamunex, the requirements of Paragraph II.C. shall begin no later than the Branded Supply Date, and continue until the earlier of (a) the

FDA Approval Date, or (b) seven (7) years after the Branded Supply Date. In the event the Branded Supply Date occurs before the Effective Date, then, for purposes of section (b) of this proviso, it shall be seven (7) years after the Effective Date. If FDA Approval is granted for Kedrion to market and sell the Private Label Albumin Product or the Private Label IVIG Product, then Respondent Grifols shall begin supplying Kedrion those private label products pursuant to Paragraph II.C. in place of Plasbumin or Gamunex, respectively.

PROVIDED, FURTHER, HOWEVER, that in no event shall the seven (7) year obligations of Paragraph II.C. extend longer than seven (7) years after the Branded Supply Date or the Effective Date, whichever is later.

PROVIDED, FURTHER, HOWEVER, that Respondent Grifols and Respondent Talecris, with assistance from the Monitor, shall use all reasonable efforts to expedite all FDA approvals necessary for Kedrion to market and sell Private Label Albumin Product and Private Label IVIG Product.

D. Respondent Grifols shall divest or otherwise transfer to Kedrion:

1. The exclusive right to sell Koate in the United States;

2. The exclusive rights to the use of all Trade Dress, brand names, Trademarks, and Koate Sales Copyrights Relating To Koate in the United States, including the exclusive rights to use the brand name Koate and its derivatives in the United States;

3. All sales and promotional materials used in the United States for the sale of Koate in the United States;

4. At Kedrion's option and within five (5) years of the Acquisition Date, a non-exclusive license to Koate Intellectual Property for use in Koate at a price agreed to in the Divestiture Agreement;

5. The right to sell the Private Label Albumin Product, or Plasbumin, if required pursuant to the Order, in the United States;

6. The right to rebrand and use all current Talecris marketing materials Relating To Talecris Albumin Product;

7. The right to sell the Private Label IVIG Product, or Gamunex, if required pursuant to the Order, in the United States; and

8. The right to rebrand and use all current Talecris marketing materials Relating To the Talecris IVIG Product.

E. Respondent Grifols shall include, as part of the Divestiture Agreement, any service agreement in which Respondent Grifols contemplates providing services or assistance it will provide Kedrion for the duration of the period described in Paragraph II.C., including scope of services, term, prices, and personnel involved.

F. Any Remedial Agreement that has been approved by the Commission between Respondent Grifols (or a Divestiture Trustee) and a Commission-approved Acquirer shall be deemed incorporated into this Order, and any failure by Respondent Grifols to comply with any term of such Remedial Agreement shall constitute a failure to comply with this Order.

G. Respondent Grifols shall not terminate any agreement that is part of the Divestiture Agreement before the end of the term approved by the Commission without:

1. the written agreement of Kedrion or the Acquirer and thirty (30) days prior notice to the Commission; or,

2. in the case of a proposed unilateral termination by Respondent Grifols due to an alleged breach of an agreement by the Kedrion or the Acquirer, sixty (60) days notice of such termination. *PROVIDED, HOWEVER,* such sixty (60) days notice shall be given only after the parties have:

   a. attempted to settle the dispute between themselves, and

   b. either engaged in arbitration and received an arbitrator's decision, or received a final court decision after all appeals.

H. The purposes of this Paragraph II of the Order are: (1) to ensure that the Acquirer will have the intention and ability to produce and sell Koate, Private Label Albumin Product, and Private Label IVIG Product independently of Respondent Grifols; (2) to ensure continued sales and distribution of Koate until such time as the Acquirer has the ability to produce a Factor VIII Product at its own facilities; (3) to ensure that the Acquirer has the ability to sell and distribute Private Label Albumin Product and Private Label IVIG Product until such time as the Acquirer has the ability to produce an Albumin Product and an IVIG Product at its own facilities; and (4) to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint.

III.

IT IS FURTHER ORDERED that:

A. Except in the course of performing its obligations under the Divestiture Agreement or as expressly allowed pursuant to this Order, Respondent Grifols and Respondent Talecris shall not

1. Interfere with any suppliers, distributors, resellers, or customers of the Persons who will acquire or have acquired the Divested Business;

2. Interfere with any contracts that will be divested, have been divested, will be assigned or extended to the Acquirer, or have been assigned or extended to the Acquirer pursuant to this Order; or

3. Interfere in any other way with the Persons who will acquire or have acquired the Divested Business pursuant to this Order or with the businesses that will be divested or have been divested pursuant to this Order.

PROVIDED HOWEVER, that unless otherwise prohibited by the Order as part of contract assignments, nothing in this Paragraph III.A. shall prevent Respondent Grifols from competing for contracts or for the trade of suppliers, distributors, resellers, or customers.

B. During the time period before the Effective Date and before the Designated Employees are hired pursuant to Paragraph VII , Respondent Grifols and Respondent Talecris shall:

1. take such actions as are necessary to maintain the full economic viability, marketability and competitiveness of the Divested Business to minimize any risk of loss of competitive potential for the Divested Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the Divested Business, except for ordinary wear and tear. Respondent Grifols and Respondent Talecris shall not sell, transfer, encumber or otherwise impair the Divested 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 Divested Business. Respondent Talecris shall take all actions reasonably necessary to protect its Trademarks and trade dress to be transferred to Kedrion from Third Party complaints or challenges.

2. retain all of Respondent Grifols' and Respondent Talecris' rights, title, and interest in the Divested Business;

3. maintain the operations of the Divested 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 Divested 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 Divested Business.

4. maintain a work force as large as, and with equivalent or better training and expertise to, what has been associated with the Divested Business as of the Acquisition Date.

5. provide Designated Employees with reasonable financial incentives to continue in their positions and to Develop, and manufacture the Divested Products consistent with past practices and/or as may be necessary to preserve the marketability, viability and competitiveness of the Divested Products pending divestiture. Such incentives shall include a continuation of all employee benefits offered by Respondent Grifols and Respondent Talecris until the Effective Date 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 competitiveness of the Divested Business.

C. During the time period before the Melville Lease Termination Date, Respondent Grifols and Respondent Talecris shall provide Designated Melville Employees with reasonable financial incentives to continue in their positions. Such incentives shall include a continuation of all employee benefits offered by Respondent Grifols and Respondent Talecris until the Melville Lease Termination Date 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 competitiveness of the Melville Facility.

D. The purpose of this Paragraph III is to maintain the full economic viability, marketability and competitiveness of the Divested Business until the Effective Date, to minimize any risk of loss of competitive potential for the Divested Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the Divested Business, except for ordinary wear and tear.

IV.

IT IS FURTHER ORDERED that:

A. Except in the course of performing its obligations under the Divestiture Agreement, or as expressly allowed pursuant to this Order:

1. Respondent Grifols shall not provide, disclose or otherwise make available any Confidential Business Information, including the terms of the Divestiture Agreement, to any Person; and

2. Respondent Grifols shall not use any Confidential Business Information, including the terms of the Divestiture Agreement, for any reason or purpose. Among other things, Respondent Grifols shall not use such Confidential Business Information:

   a. to assist or inform Respondent Grifols employees who Develop, manufacture, solicit for sale, sell, or service Respondent Grifols products that compete with the products divested, sold, or distributed pursuant to this Order;

   b. to interfere with any suppliers, distributors, resellers, or customers of the Persons who acquired the divested businesses;

   c. to interfere with any contracts divested, assigned, or extended to the Acquirer pursuant to this Order; or

   d. to interfere in any other way with the Persons who acquired the divested businesses pursuant to this Order or with the businesses divested pursuant to this Order.

B. The requirements of this Paragraph IV do not apply to Confidential Business Information that Respondent Grifols demonstrates to the satisfaction of the Commission, in its sole discretion:

   1. was or becomes generally available to the public other than as a result of a disclosure by Respondent Grifols;

   2. is necessary to be included in mandatory regulatory filings; *PROVIDED, HOWEVER,* that Respondent Grifols shall make all reasonable efforts to maintain the confidentiality of such information in the regulatory filings;

   3. was available, or becomes available, to Respondent Grifols on a non-confidential basis, but only if, to the knowledge of Respondent Grifols, 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 consented to by the Acquirer;

   5. is necessary information exchanged in the course of consummating the Acquisition;

   6. is disclosed in complying with this Order;

   7. is information the disclosure of which is necessary to allow Respondents 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 Respondents or the Divested Business; or

9. is disclosed in obtaining legal advice.

V.

IT IS FURTHER ORDERED that**:**

A. Mr. R. Owen Richards, President of Quantic Regulatory Services, LLC, shall serve as the Monitor pursuant to the agreement executed by the Monitor and Respondent Grifols and attached as Exhibit H ("Monitor Agreement") and Confidential Exhibit H-1 (Monitor Compensation). The Monitor is appointed to assure that Respondent Grifols 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 Grifols transfers to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to this Order and the Asset Maintenance Order, and consistent with the purposes of this Order.

C. No later than one (1) day after the Acquisition Date, Respondent Grifols 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 the Decision and Order.

D. Respondent Grifols 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 Grifols' 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 Grifols 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 Grifols 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 Grifols' 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 Grifols' compliance with its obligations under the Order. Respondent Grifols 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 Grifols' compliance with the Order.

4. The Monitor shall serve, without bond or other security, at the expense of Respondent Grifols 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 Grifols, 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 Grifols 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 Grifols of its obligations under the Order.

7. Respondent Grifols 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 Grifols, which consent shall not be unreasonably withheld. If Respondent

Grifols 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 Grifols of the identity of any proposed Monitor, Respondent Grifols 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 Grifols 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 Grifols' compliance with the relevant terms of the Order 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 Order.

H. A Monitor appointed pursuant to this Order may be the same person appointed as the Divestiture Trustee pursuant to the relevant provisions of this Order.

VI.

IT IS FURTHER ORDERED that:

A. If Respondent Grifols has not fully complied with the obligations as required by Paragraph II of this Order, the Commission may appoint a Divestiture Trustee to divest the Melville Facility and the Grifols Plasma Centers (if not divested), enter into a Plasma Sales Contract, Product Manufacturing Agreements, and any other agreements, assignments, and licenses, in a manner that satisfies the requirements of this Order.

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, Respondent Grifols shall consent to the appointment of a Divestiture Trustee in such action to effectuate the divestitures and other obligations as described in Paragraphs II, III, and IV. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph VI 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 Respondent Grifols to comply with this Order.

B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondent Grifols, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondent Grifols 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 Grifols of the identity of any proposed Divestiture Trustee, Respondent Grifols 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, Respondent Grifols 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 effectuate the divestitures required by this Order.

D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Paragraph VI, Respondent Grifols 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 divest the Melville Facility and the Grifols Plasma Centers, enter into a Plasma Sales Contract, Product Manufacturing Agreements, and all other agreements, licenses and assignments as described in Paragraph II of this Order.

2. The Divestiture Trustee shall have one (1) year after the date the Commission approves the trust agreement described herein to divest the Melville Facility and the Grifols Plasma Centers, enter into a Plasma Sales Contract, Product Manufacturing Agreements, and all other agreements, licenses and assignments as described in Paragraph II of this Order, absolutely and in good faith, at no minimum price, to one or more acquirers that receive the prior approval of the Commission and in a manner that receives the prior approval of the Commission. If, however, at the end of the one (1) 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 or periods 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 divested by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondent Grifols shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondent Grifols shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondent Grifols shall extend the time for divestiture under this Paragraph VI in an amount equal to the delay, as determined by the Commission.

4. The Divestiture Trustee shall use best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondent Grifols' 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 for assets and businesses to be divested pursuant to Paragraph II and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest to the acquiring entity selected by Respondent Grifols from among those approved by the Commission;

PROVIDED FURTHER, HOWEVER, that Respondent Grifols 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 Grifols, 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 Grifols, 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 Grifols, 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. Respondent Grifols 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 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, malfeasance, 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.

8. The Divestiture Trustee shall act in a fiduciary capacity for the benefit of the Commission.

9. The Divestiture Trustee shall report in writing to Respondent Grifols and to the Commission every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestiture.

10. Respondent Grifols 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.

11. The Commission may, among other things, require the Divestiture Trustee and each of the Divestiture Trustee'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 Divestiture Trustee's duties.

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 VI.

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 additional orders or directions as may be necessary or appropriate to accomplish the obligations under Paragraph II of this Order.

G. The Divestiture Trustee(s) appointed pursuant to Paragraph VI of this Order may be the same Person appointed as the Monitor pursuant to Paragraph V of this Order.

VII.

IT IS FURTHER ORDERED that:

A. Beginning no later than: (a) the Acquisition Date and continuing until ninety (90) days after the Effective Date for Designated Employees, and (b) ninety (90) days before the Melville Lease Termination Date for Designated Melville Employees, Respondent Grifols shall, in a manner consistent with local labor laws:

1. facilitate employment interviews between each Designated Employee or Designated Melville Employee, as applicable, and the Acquirer, including providing the names and contact information for such employees and allowing such employees reasonable opportunity to interview with the Acquirer and shall not discourage such employee from participating in such interviews;

2. not interfere in employment negotiations between each Designated Employee or Designated Melville Employee, as applicable, and the Acquirer;

3. with respect to each Designated Employee or Designated Melville Employee, as applicable, who receives an offer of employment from the Acquirer:

a. not prevent, prohibit, or restrict, or threaten to prevent, prohibit, or restrict the Designated Employee or Designated Melville Employee, as applicable, from being employed by the Acquirer, and shall not offer any incentive to the Designated Employee or Designated Melville Employee, as applicable, to decline employment with the Acquirer.

b. cooperate with the Acquirer in effecting transfer of the Designated Employee or Designated Melville Employee, as applicable, to the employ of the Acquirer, if the Designated Employee or Designated Melville Employee, as applicable, accepts an offer of employment from the Acquirer.

c. eliminate any contractual provisions, non-compete, or other restrictions entered into or imposed by Respondent Grifols that would otherwise prevent or discourage the Designated Employee or Designated Melville Employee, as applicable, from being employed by the Acquirer.

d. eliminate any confidentiality restrictions that would prevent the Designated Employee or Designated Melville Employee, as applicable, who accepts employment with the Acquirer from using or transferring to the Acquirer any information Relating To the production and sales of Koate, the Private Label Albumin Product, or the Private Label IVIG Product.

e. unless alternative arrangements are agreed upon with the Acquirer, retain the obligation to pay the benefits of any Designated Employee or Designated Melville Employee, as applicable, who accepts employment with the Acquirer including, but not limited to, all accrued bonuses, vested pensions, and other accrued benefits.

B. Respondent Grifols shall not, for a period of two (2) years following the Effective Date for Designated Employees, or the Melville Lease Termination Date for Designated Melville Employees, respectively, directly or indirectly, solicit, induce, or attempt to solicit or induce any Designated Employee or Designated Melville Employee, as applicable, who is employed by the Acquirer to terminate his or her employment relationship with the Acquirer;

PROVIDED, HOWEVER, Respondent Grifols may place general advertisements for employees including, but not limited to, in newspapers, trade publications, websites, or other media not targeted specifically at the Acquirer's employees;

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

VIII.

IT IS FURTHER ORDERED that for a period of ten (10) years from the date this Order becomes final, Respondent Grifols shall not, without providing advance written notification to the Commission in the manner described in this Paragraph VIII, directly or indirectly, acquire:

A. any stock, share capital, equity, or other interest in any Person, corporate or non-corporate, that produces, designs, manufactures, or sells Factor VIII Product, Albumin Product, or IVIG Product in or into the United States; or

B. any assets used at any time after the acquisition, or during the six (6) month period prior to the acquisition, in the design, manufacture, production, or sale of Factor VIII Product, Albumin Product, or IVIG Product in or into the United States.

Said notification shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended (herein referred to as "the Notification"), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of Respondent Grifols and not of any other party to the transaction. Respondent Grifols shall provide the Notification to the Commission at least thirty days prior to consummating the transaction (hereinafter referred to as the "first waiting period"). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), Respondent Grifols shall not consummate the transaction until thirty days after submitting such additional information or documentary material. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition.

PROVIDED, HOWEVER, that prior notification shall not be required by this paragraph for a transaction for which Notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

PROVIDED, FURTHER, HOWEVER, that prior notification shall not be required by this Paragraph VIII for any acquisition after which Respondent Grifols would hold no more than one percent of the outstanding securities or other equity interest in any Person described in this Paragraph VIII.

IX.

IT IS FURTHER ORDERED that:

A. Within thirty (30) days after the date this Order becomes final, and every thirty (30) days thereafter until Respondent Grifols has fully complied with Paragraph II.A. of this Order, Respondent Grifols 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 Order. Respondent Grifols shall submit at the same time a copy of its report concerning compliance with this Order to the Monitor or Divestiture Trustee, if any Divestiture Trustee has been appointed pursuant to this Order. Respondent Grifols shall include in its report, 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 description of all substantive contacts or negotiations related to the divestiture of the relevant assets and the identity of all parties contacted. Respondent Grifols shall include in its report copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning completing the obligations.

B. Beginning twelve (12) months after the date this Order becomes final, and annually thereafter on the anniversary of the date this Order becomes final, for the next nine (9) years, Respondent Grifols shall submit to the Commission a verified written report setting forth in detail the manner and form in which it has complied, is complying, and will comply with this Order. Respondent Grifols shall include in its compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with the Order and copies of all written communications to and from all persons Relating To this Order. Additionally, Respondent Grifols shall include in its compliance report whether or not it made any notifiable acquisitions pursuant to Paragraph VIII. Respondent Grifols shall include a description of such acquisitions including, but not limited to, the identity of the Person or assets acquired, the location of the Person or assets, and a detailed description of the assets or Person and its Factor VIII Product, Albumin Product, or IVIG Product sales or manufacturing.

X.

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

A. dissolution of the Respondent Grifols;

B. acquisition of, merger with, or consolidation by Respondent Grifols; or

C. other change in the Respondent Grifols, 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.

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

A. access, during business office hours of Respondent Grifols 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 Grifols Relating To compliance with this Order, which copying services shall be provided by Respondent Grifols at its expense; and

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

XII.

IT IS FURTHER ORDERED that this Order shall terminate on July 20, 2021.

By the Commission, Commissioner Kovacic recused.

Donald S. Clark
Secretary

SEAL
ISSUED: July 20, 2011

CONFIDENTIAL EXHIBIT A

DESIGNATED AMOUNT OF PRODUCTS

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

CONFIDENTIAL EXHIBIT B

DESIGNATED PLASMA CENTER AND SALES & MARKETING EMPLOYEES

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

CONFIDENTIAL EXHIBIT B-1

DESIGNATED MELVILLE EMPLOYEES

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

CONFIDENTIAL EXHIBIT C

DIVESTITURE AGREEMENT

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

EXHIBIT D

GRIFOLS PLASMA CENTERS

PLASMA COLLECTION CENTERS

Talecris
5301 Moffett Road, Suite 230
Mobile, Alabama 36618

Talecris
250 YWCA Way
Winston-Salem, North Carolina 27101

CONFIDENTIAL EXHIBIT E

TALECRIS ALBUMIN CUSTOMER CONTRACTS

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

CONFIDENTIAL EXHIBIT E-1

DESIGNATED AMOUNT OF TALECRIS ALBUMIN

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

CONFIDENTIAL EXHIBIT F

TALECRIS IVIG CUSTOMER CONTRACTS

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

CONFIDENTIAL EXHIBIT F-1

DESIGNATED AMOUNT OF TALECRIS IVIG PRODUCT

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

CONFIDENTIAL EXHIBIT G

KOATE CUSTOMER CONTRACTS

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

EXHIBIT H

MONITOR AGREEMENT

CONFIDENTIAL EXHIBIT H-1

EXHIBIT E TO MONITOR AGREEMENT (COMPENSATION)

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