

CONFIDENTIAL APPENDIX E
Public Version

Assets Excluded from the Definitions of the
Dow Global Ethanolamines Business and the
Dow Gas Spec MDEA Business

1. All current assets, 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, of the Dow Global Ethanolamines Business and the Dow Gas Spec MDEA Business, excluding inventory (“Current Assets”), that were in existence prior to August 1, 2000 or that result from collections, disposals or realizations of Current Assets that were in existence prior to August 1, 2000;
2. all assets sold or otherwise disposed of in the ordinary course of business and not in violation of any provisions of the Ineos Agreement, any New Ethanolamines Divestiture Agreement or any New Gas Spec MDEA Divestiture Agreement during the period from the date of such agreements until the divestiture of the Dow Global Ethanolamines Business and the Dow Gas Spec MDEA Business;
3. intellectual property that is not unique to the Dow Global Ethanolamines Business or the Dow Gas Spec MDEA 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 Ethanolamines Business or the Dow Gas Spec MDEA Business, Dow shall grant Acquirer a nonexclusive, worldwide license to use such intellectual property in the operation of the Dow Global Ethanolamines Business or the Dow Gas Spec MDEA Business, as the case may be;
4. any insurance policies or insurance coverage (or assumed coverage);
5. any rights pursuant to any agreement or contract between Dow and any of its affiliates;
6. employment agreements between Dow and any employees of the Dow Global Ethanolamines Business or the Dow Gas Spec MDEA Business;
7. all buildings and equipment (other than laboratory equipment and software relating to the Gas Spec laboratory) relating to the manufacture of MDEA and MMEA (including Gas Spec products), including the MDEA and MMEA production facilities located at the Freeport Site;
8. all rights, including the right to use, in or to any the trade name and trademark whether or not registered in any country in the world which includes the term “DOW” or the DOW DIAMOND design;
9. the services of employees of the Dow Global Ethanolamines Business who are not

- transferring to the Acquirer;
10. the services of employees of the Dow Gas Spec MDEA Business who are not transferring to the Acquirer;
 11. all refunds, rebates or similar payments of taxes to the extent such taxes were paid by or on behalf of Dow prior to August 1, 2000;
 12. all tax returns of Dow;
 13. any books and records that Dow is required by law to retain so long as Dow delivers at least one copy thereof to Acquirer;
 14. any rights of Dow under the Ineos Agreement, any New Ethanolamines Divestiture Agreement or any New Dow Gas Spec MDEA Divestiture Agreement;
 15. the real property underlying Block 55 of the Plaquemine Site and any other real property;
 16. all correspondence and documents, including the confidentiality agreements entered into by Dow in connection with the sale of the Dow Global Ethanolamines Business and Dow Gas Spec MDEA Business, related to any third party bid to purchase the Dow Global Ethanolamines Business or the Dow Gas Spec MDEA Business;
 17. any permit used, required or necessary for aspects of the businesses of Dow other than the Dow Global Ethanolamines Business or the Dow Gas Spec MDEA Business regardless of whether such permit also covers the operations of these businesses;
 18. assets, properties or rights of Union Carbide or rights of Dow vis-à-vis Union Carbide (it being understood and agreed that Dow and Union Carbide may conduct ethanolamines and gas-treating businesses after consummation of the Acquisition);
 19. all terminals owned by Dow, and all terminals used by Dow in any business other than the Dow Global Ethanolamines Business;
 20. all terminals owned by Dow, and all terminals used by Dow in any business other than the Dow Gas Spec MDEA Business;
 21. [redacted - confidential information]
 22. [redacted - confidential information]
 23. agreements, contracts, licenses, leases of personal property, indentures, mortgages, instruments, security interests, purchase and sale orders and other similar arrangements, commitments or understandings that are related to businesses other than the Dow Global Ethanolamines Business or the Dow Gas Spec MDEA Business;

24. [redacted - confidential information]
25. the identity of any customers of Dow's gas-treating business other than the customers of the Dow Gas Spec MDEA Business;
26. all tangible property that is not used in the Dow Global Ethanolamines Business or the Dow Gas Spec MDEA Business;
27. any intellectual property that is licensed to the Acquirer as part of the divestiture of the Dow Global Ethanolamines Business or the Dow Gas Spec MDEA Business;
28. [redacted - confidential information]
29. any patents, patent applications, inventions, trade secrets, know-how, formulae or other intellectual property owned by Dow relating to the manufacture, formulation, sale or use of MDEA or MMEA otherwise than for use or sale in gas-processing either or both (a) under the trademarks GAS/SPEC CS Plus Solvent or GAS/SPEC SS (with or without additional symbols) or (b) using the GAS/SPEC formulations;
30. [redacted - confidential information]
31. any collective bargaining agreements;
32. [redacted - confidential information]; and
33. [redacted - confidential information]