0910053

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Jon Leibowitz, Chairman**
Pamela Jones Harbour
William E. Kovacic
J. Thomas Rosch

In the Matter of	)	
PFIZER INC.,	)	**Docket No. C- 4267**
a corporation,	)	
and	)	
WYETH,	)	
a corporation.	)	

DECISION AND ORDER
[Public Record Version]

The Federal Trade Commission (Commission), having initiated an investigation of the proposed acquisition by Respondent Pfizer Inc. (Pfizer) of Respondent Wyeth, and Respondents having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Com

1. a Person specified by name in this Order to acquire particular assets or rights that Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order and that has been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final; or

2. a Person approved by the Commission to acquire particular assets or rights that Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey

sulfachloropyridazine, ampicillin, cephalexin, cloxacillin, hetacillin, and/or moxidectin;

b. the following diseases, pathogens, and pharmacological activities within canines: adenoviruses, bordetellosis, borelleliosis, coronavirus, enteric disease/diarrhea, respiratory disease, infections, dermatological disease, neurological disease, hepatic disease, renal disease, opthalmological disease, hematological disease, arthropathy, distemper, influenza, leptospirosis, parvovirus, parainfluenza, and rabies, and diseases treatable with ampicillin, hetacillin, cefadroxil, difloxacin, triamcinolone, and/or etodolac;

c. the following diseases, pathogens, and pharmacological activities within felines: calicivirus, chlamydia, feline immunodeficiency virus, feline leukemia, panleukopenia, pneumonitis, rabies, rhinotracheitis, enteric disease/diarrhea, opthalmologica

6. all Product Marketing Materials;

7. all Website(s);

8. a list of all of the Product Code Numbers, and rights, to the extent permitted by Law:

   a. to require Respondent(s) to discontinue the use of those Product Code Numbers in the sale or marketing of Products other than with respect to returns, rebates, allowances, and adjustments for Animal Health Products sold prior to the Effective Date;

   b. to prohibit Respondent(s) from seeking from any customer any type of cross-referencing of those Product Code Numbers with any Retained Product(s);

   c. to seek to change any cross-referencing by a customer of those Product Code Numbers with the Retained Product(s) (including the right to receive notification from Respondent(s) of any such cross-referencing that is discovered by Respondent(s)),

   d. to seek cross-referencing from a customer of those Product Code Numbers with the Acquirer s Product Code Numbers;

   e. to approve the timing of Respondent s discontinued use of those Product Code Numbers in the sale or marketing of Products other than with respect to returns, rebates, allowances, and adjustments for Animal Health Products sold prior to the Effective Date; and

   f. to approve any notification(s) from Respondent(s) to any customer(s) regarding the use or discontinued use of such Product Code Numbers by Respondent(s) prior to such notification(s) being disseminated to the customer(s);

9. all rights to all of Respondents Applications or Veterinary Biological Product Authorization(s), as applicable;

10. the Master Files related to the above-described Applications including, but not limited to, the pharmacology and toxicology data contained in all Application(s);

11. all Product Development Reports and research data and test results;

12. at the Acquirer s option, all Product Assumed Contracts (copies to be provided to the Acquirer on or before the Closing Date);

13. all strategic safety programs submitted to the FDA or USDA, as applicable, that are designed to decrease product risk by using one or more interventions or tools beyond the package insert;

14. all pharmaco and vacino vigilance data and records, post-marketing surveillance program to collect patient data, laboratory data and identification information required to be maintained by the FDA or USDA, as applicable, to facilitate the investigation of adverse effects;

15. a list of all customers and/or targeted customers for such Animal Health Product(s) and the gross sales (in units and dollars) of such Animal Health Products to such customers on an annual basis for 2007 and 2008, and on a monthly basis for 2009 (year-to-date), including, but not limited to, a separate list specifying the above-described information for the High Volume Accounts and including the name of the employee(s) for each High Volume Account that is or has been responsible for the purchase of such Animal Health Products on behalf of the High Volume Account and his or her business contact information;

16. at the Acquirer's option and to the extent approved by the Commission in the relevant Remedial Agreement, all inventory in existence as of the Closing Date including, but not limited to, raw materials, packaging materials, work-in-process and finished goods;

17. copies of all unfilled customer purchase orders for such Animal Health Product(s) as of the Closing Date, to be provided to the Acquirer not later than five (5) days after the Closing Date; and

18. all of the relevant Respondents' books, records, and files directly related to the foregoing or to such Animal Health Product(s) and/or Animal Health Pipeline Products;

are provided to the Acquirer, the Respondent(s) shall provide such Acquirer access to original documents under circumstances where copies of documents are insufficient for evidentiary or regulatory purposes. The purpose of this proviso is to ensure that Respondent(s) provides the Acquirer with the above-described information without requiring Respondent(s) completely to divest itself of information that, in content, also relates to Retained Product(s)

K. Animal Health Product Core Employee(s) means the Product Marketing Employees, Product Sales Employees, Product Research and Development Employees and the Product Manufacturing Employees related to each Animal Health Product and/or Animal Health Product Pipeline Product.

L. Animal Health Product Divestiture Agreements means the following agreements:

1. Amended and Restated Asset Purchase Agreement by and among Pfizer Inc., Wyeth, and Boehringer Ingelheim Vetmedica, Inc., dated September 17, 2009, and all amendments, exhibits, attachments, agreements, and schedules thereto ("Asset Purchase Agreement");

2. License Agreement by and among Pfizer Inc., Wyeth, and Boehringer Ingelheim Vetmedica, Inc., in the form attached to the Asset Purchase Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto;

3. Master Manufacturing and Supply Agreement by and among Pfizer Inc., Wyeth, and Boehringer Ingelheim Vetmedica, Inc., in the form attached to the Asset Purchase Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto;

4. Transitional Services Agreement between Pfizer Inc., and Boehringer Ingelheim Vetmedica, Inc., in the form attached to the Asset Purchase Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto; and

5. Transitional Intellectual Property License Agreement by and between Pfizer Inc., Wyeth, and Boehringer Ingelheim Vetmedica, Inc., in the form attached to the Asset Purchase Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto.

M. Animal Health Product Facilities means all assets comprising each of the facilities of Respondent Wyeth identified below, including, without limitation, all of the following: real estate; buildings; warehouses; storage tanks; structures; manufacturing equipment; other equipment; machinery; tools; spare parts; personal property; furniture; fixtures; supplies associated with each particular facility; and other tangible property, owned, leased, or operated on or behalf of Wyeth and located at the locations identified below:

1. 800 Fifth Street NW, Fort Dodge, Iowa, 50501; and

2. 141 East Riverside, Ft Dodge, I

O. Animal Health Products means all of the following Products, including without limitation, all dosages, strengths, formulations, salt forms, routes of administration, and presentations of a Product; any Product Improvements related to such Products; and any medical and/or veterinary device that are proprietary to the Respondents used for the administration or application of such Products:

not include the existing monovalent Product sold under the Lyme Vax® trademark;

k. Entervene® Products means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the *Salmonella dublin* bacterium;

l. Etogesic® Products means all Products that contain the active pharmaceutical ingredient generically known as etodolac, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

m. Fel-O-Guard® Products and/or Fel-O-Vax® Products means:

(1) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes panleukopenia;

(2) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the calicivirus virus;

(3) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes feline viral rhinotracheitis (FVR);

(4) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the *Chlamydia psittaci* bacterium;

(5) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes feline leukemia (FeLV); and

(6) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the feline immunodeficiency virus;

n. Hetacin® Products means all Products that contain the active pharmaceutical ingredient generically known as hetacillin, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

o. Hyaluronate Products means all Products that contain the active pharmaceutical ingredient generically known as hyaluronate, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(2) all Produ[illegible] 5.2800 0.ri TD 7.322

immunity to, one or more strains of *Leptospira* and/or *Mannheimia haemolytica*;

gg. TrichGuard Products means all Products that contain one or more Antig

2. all of the following Products marketed or sold by Respondent Pfizer prior to the Acquisition for use in animals, but excluding humans:

   a. Rhinomune® Products means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the equine herpes virus Type 1 (EHV-1); and

   b. Rhino-flu® Products means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the equine herpes virus Type 1 (EHV-1).

P. Antigen means any substance that, when introduced to the body, stimulates an immunological response. The term Antigen includes, without limitation, live or killed viruses, attenuated viruses, parts of viruses, toxins, bacteria, and foreign blood cells.

Q. Application(s) means all of the following, as defined in the United States Federal Food, Drug and Cosmetic Act, as amended: Investigational New Animal Drug Application (INADA), New Animal Drug Application (NADA), Abbreviated New Animal Drug Application (ANADA), or Conditional New Animal Drug Application (CNADA) for a Product filed or to be filed with the FDA, or its foreign Agency equivalent, and all supplements, amendments, and revisions thereto, any preparatory work, drafts and data necessary for the preparation thereof, and all correspondence between Respondents and the FDA or other Agency related thereto. The term Application and all of the foregoing terms or abbreviations include the foreign equivalents of the above-referenced filings and activities with the foreign counterpart(s) of the FDA.

R. Biological Manufacturing and Testing Materials means:

   1. Reagents;

   2. assays (including, without limitation, potency and microorganism cell protein a

demonstrate it obtained without the assistance of Respondent Pfizer prior to the Acquisition;

3. information related to the Divestiture Products that were researched, Developed, manufactured, marketed, or sold by Respondent Wyeth that Respondent Pfizer can demonstrate it obtained without the assistance of Respondent Wyeth prior to the Acquisition;

4. information that is required by Law to be publicly disclosed;

5. information that does not directly relate to the Divestiture Products;

6. information relating to either Respondent's general business strategies or practices relating to research, Development, manufacture, marketing or sales of animal health Products that does not discuss with particularity the Divestiture Products; or

7. information specifically excluded from the Animal Health Product Assets.

X. "Contract Manufacture" means:

1. the manufacture of a Divestiture Product, or ingredient or Component thereof, or

2. the provision of any part of the manufacturing process including, without limitation, the finish, fill, and/or packaging of a Divestiture Product,

to be supplied or provided by Respondents to an Acquirer or to the Designee of an Acquirer.

Y. "Contract Manufacture Product" means any Divestiture Product, or ingredient or Component thereof, for which any part of the manufacturing process is performed by the

7.

and registration, and regulatory affairs related to the foregoing. Develop means to engage in Development.

BB. Direct Cost means a cost not to exceed the cost of labor, material, travel and other expenditures to the extent the costs are directly incurred to provide the relevant assistance or service. Direct Cost to the Acquiror for its use of any of Respondent's employees' labor shall not ex

presentation, or line extension thereof. Equine Anthelmintic Product(s) includes, without limitation, any combination of Ivermectin with any other Product, and any Product marketed or sold, or to be marketed or sold under the Equimax® or Equell® Product Trademark.

10. copies of all unfilled customer purchase orders for the Equine Anthelmintic Products as of the Closing Date, to be provided to Virbac not later than five (5) days after the Closing Date;

11. at Virbac's option, subject to any rights of the customer, all unfilled customer purchase orders for the Equine Anthelmintic Products; and

12. all of the relevant Respondents' books, records, and files directly related to the foregoing or to the Equine Anthelmintic Products;

provided, however, that Equine Anthelmintic Product Assets shall not include: (1) documents relating to either Respondent's general business strategies or practices relating to marketing or sales of Products, where such documents do not discuss with particularity the Equine Anthelmintic Products; and (

OO. Government Entity means any Federal, state, local or non-U.S. government, or any court, legislature, government agency, or government commission, or any judicial or regulatory authority of any government.

PP. High Volume Account(s) means any retailer, wholesaler or distributor whose annual and/or projected annual aggregate purchase amounts (on a company-wide level), in units or in dollars, of a Divestiture Product in the United States of America from the Respondent was, or is projected to be among the top twenty (20) highest of such purchase amounts by the Respondent's U.S. customers on any of the following dates: (1) the end of the last quarter that immediately preceded the date of the public announcement of the proposed Acquisition; (2) the end of the last quarter that immediately preceded the Effective Date; (3) the end of the last quarter that immediately preceded the Closing Date for the relevant assets; or (4) the end of the last quarter following the Acquisition and/or the Closing Date.

QQ. InfoVax® Patents means US Patent No. 5,704,648, Canadian Patent No. 2,237,670 and any and all patent rights claiming priority thereto.

RR. Interim Monitor means any monitor appointed pursuant to Paragraph IV of this Order or Paragraph III of the related Order to Maintain Assets.

SS. Law means all laws, statutes, rules, regulations, ordinances, and other pronouncements by any Government Entity having the effect of law.

TT. Master Cell(s) means the master cell, working cell, and production cell existing as of the Closing Date required or used in the production of the specified Product(s).

UU. Master Files means submissions made to the FDA in order to provide confidential, detailed information about facilities, processes, or articles used in the manufacturing, processing, packaging, and storing of one or more veterinary drugs, and includes both master files maintained by the FDA Center for Drug Evaluation and Research (generally referred to as drug master files) and those maintained by the FDA Center for Veterinary Medicine (generally referred to as veterinary master files).

VV. Master Seed(s) means the master seed, working seed and production seed existing as of the Closing Date required or used in the production of the specified Product(s).

WW. Order Date means the date on which this Decision and Order becomes final.

XX. Order to Maintain Assets means the Order to Maintain Assets incorporated into and made a part of the Agreement Containing Consent Orders.

YY. Ownership Interest means any and all rights, present or contingent, to hold any voting or nonvoting stock, share capital, equity or other interests, or beneficial ownership in a Person.

ZZ. Patent(s) 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 Closing Date (*except* where this Order specifies a different time), 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 or licensed by Respondent(s) as of the Closing Date (*except* where this Order specifies a different time).

AAA. Person means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, or other business or Government Entity and any subsidiaries, divisions, groups or affiliates thereof.

BBB. Process and Analytical Documents means the following documents, whether in paper, electronic or other format, related to the processes and Product Manufacturing Technology used by Respondents to manufacture Animal Health Products and/or Animal Health Pipeline Products and the applicable analytical methods used by Respondents:

1. Master Cell and Master Seed bank documentation, which includes but is not limited to, the following:

   a. Master Cell Line and Master Seed Generation Technical Report (including: description of the host cell history, cell line generation procedures, vector construction, and selection/cloning, if any, and stability data, and transmissible spongiform encephalopathy (TSE) certificates on ingredients);

   b. Preliminary Master Cell and Master Seed Bank Preparation Technical Report (including: description of banking procedures including storage conditions, vial thaw results, and in-house and contract lab test reports (sterility, mycoplasma, and any other contaminants));

   c. Master Cell and Master Seed Stability Technical Report (including: description of methodology, evaluation of cell growth and Master Seed titers (at increasing cell age), and any results of genetic mutation studies);

   d. Master Cell and Master Seed Banking Process Description (including: list of raw materials and suppliers, list of consumables, list of equipment, media solution recipes, culture working volumes and conditions, criteria for transfer, seed ratios and process set points);

   e. Master Cell and Master Seed Bank Specification (including: quality assurance approved Master Cell and Master Seed bank specification);

f. Master Cell and Master Seed Bank Raw Materials Documentation (including: list of raw materials, source and lot numbers used for Master Cell and Master Seed banking and verification of origin);

g. Master Cell and Master Seed Bank Batch Record (including executed and released batch records for Master Cell and Master Seed bank preparation and methodology and certificate of analysis); and

h. Master Cell and Master Seed Bank Test Reports (including copy of test reports for safety and quality assurance testing of Master Cell and Master Seed bank by in-house and contract lab);

2. Drug and Biological Substance Process Information Documentation, which includes the following:

a. Cell Culture Process Description for Specified Engineering Run (including: list of raw materials and suppliers, list of consumables, list of equipment, media and solution recipes, culture working volumes, criteria for transfer, seed ratios, process set points, sampling requirements, criteria for feeding, and feed schedule);

b. Harvest Process Description for Specified Engineering Run (including: list of raw materials and suppliers, list of consumables, list of equipment, solution recipes, process set points, sampling requirements, and criteria for initiating harvest);

c. Purification Process Description for Specified Engineering Run (including: list of raw materials and suppliers, list of consumables, list of equipment, solution recipes, process set points, analytic and quality assurance data obtained at the beginning, during and ending of the Run, and sampling requirements);

d. Drug Substance Formulation Process Description for Specified Engineering Run (including: list of raw materials and suppliers, list of consumables, list of equipment, solution recipes, process set points, and sampling requirements);

e. Cell Culture Process Development Reports (*i.e.*, summary of experiments performed during development of the cell culturing process);

f. Harvest Process Development Reports (*i.e.*, summary of experiments performed during development of the harvesting process);

g. Purification Process Development Reports (*i.e.*, summary of experiments performed during development of the purification process);

h. Formulation Process Development Reports (*i.e.*, summary of experiments performed during development of the formulation process);

12. pursuant to which any Third Party collaborates with Respondent(s) in the performance of research, Development, marketing, distribution or selling of the Divestiture Product(s) or the Divestiture Product(s) business;

provided, however, that where any such contract or agreement also relates to a Retained Product(s), Respondent(s) shall provide to the Acquirer all such rights under the contract or agreement

HHH. Product Development Reports means:

1. Pharmacokinetic study reports related to the specified Divestiture Product(s);

2. Bioavailability study reports (including reference listed drug information) related to the specified Divestiture Product(s);

3. Bioequivalence study reports (including reference listed drug information) related to the specified Divestiture Product(s);

4. all correspondence to the Respondent(s) from the FDA or USDA, as applicable to the specified Product, and from the Respondent(s) to the FDA or USDA, as applicable to the specified Product, relating to the Application(s) or Veterinary Biological Product Authorization(s) submitted by, on behalf of, or acquired by, the Respondent(s) related to the specified Divestiture Product;

5. annual and periodic reports related to the above-described Application(s) or Veterinary Biological Product Authorization(s), including any safety update reports;

6. FDA or USDA, as applicable, to the specified Product, approved Product labeling related to the specified Divestiture Product(s);

7. currently used product package inserts (including historical change of controls summaries) related to the specified Divestiture Product(s);

8. FDA or USDA, as applicable, to the specified Product, approved circulars for animal owner

1. a complete and accurate list containing the name of each relevant employee (including former employees who were employed by Respondent(s) within ninety (90) days of the execution date of any Remedial Agreement);

2. with respect to each such employee, the following information:

   a. the date of hire and effective service date;

   b. job title or position held;

   c. a specific description of the employee's responsibilities related to the relevant Divestiture Product; *provided, however*, in lieu of this description, Respondent(s) may provide the employee's most recent performance appraisal if such appraisal discloses whether the employee has worked on the Divestiture Product;

   d. the base salary or current wages;

   e. the most recent bonus paid, aggregate annual compensation for the relevant Respondent's last fiscal year and current target or guaranteed bonus, if any;

   f. employment status (*i.e.*, active or on leave or disability; full-time or part-time); and

   g. any other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and

3. at the Acquirer's option or the Proposed Acquirer's option (as applicable), copies of all employee benefit plans and summary plan descriptions (if any) applicable to the relevant employees.

JJJ. Product Intellectual Property means all of the following related to a Divestiture Product (other than a Product Licensed Intellectual Property):

1. Patents;

2. Product Copyrights;

3. Product Trademarks, Product Trade Dress, trade secrets, know-how, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, research, Development and other information; and

4. rights to obtain and file for patents, trademarks, and copyrights and registrations thereof and to bring suit against a Third Party for the past, present or future infringement, misappropriation, dilution, misuse or other violations of any of the foregoing;

provided, however, Product Intellectual Property does not include the corporate names or corporate trade dress of Pfizer or Wyeth, or the corporate names or corporate trade dress of any other corporations or companies owned or controlled by Respondents or the related logos thereof.

KKK. Product Improvements means all of the following as are in existence as of the Closing Date:

1. for biological preparations, any new, improved or modified composition, formulation or line extension of, or derived from, an Animal Health Product and/or Animal Health Pipeline Product (including, without limitation, the addition, subtraction, substitution and/or modification of one or more Components in an Animal Health Product and/or Animal Health Pipeline Product), including, without limitation, the following:

   a. the combination of one or more such Components with other Components;

   b. the substitution of a Component in an Animal Health Product and/or Animal Health Pipeline Product with a different Component (*e.g.*, without limitation, substitution with an Antigen from the same or a different virus, bacterin, substitution of one strain of virus/bacterium for another, substitution of an Antigen with a nucleic acid encoding an Antigen, substitution of an Antigen by a recombinant Antigen with a nucleic acid encoding an Antigen, and/or substitution of an Antigen by a recombinant Antigen in a viral vector such as a baculo-virus vector); and/or

   c. modification of a Component in an Animal Health Product and/or Animal Health Pipeline Product (*e.g.*, without limitation, modifying the Antigen/virus used in a Product by mutation, chimerization, etc.); and

2. for pharmaceutical preparations, any new, improved or modified composition (*e.g.*, without limitation, structural modifications to the active pharmaceutical ingredients, and/or different salt forms, hydrates or polymorphs of such active pharmaceutical ingredients), combination, formulation or line extension of, or derived from, an Animal Health Product and/or Animal Health Pipeline Product (including, without limitation, the addition, subtraction, substitution and/or modification of one or more Components in an Animal Health Product and/or Animal Health Pipeline Product).

LLL. Product Licensed Intellectual Property means the following:

information, and (a) rights in the Geographic Territory to limit the use or disclosure of the

2. all Biological Manufacturing and Testing Materials related to the Divestiture Products;

3. all active pharmaceutical ingredients related to the Divestiture Product(s);

4. all Process and Analytical Documents; and

5. for those instances in which the manufacturing equipment is not readily available from a Third Party, at the Acquirer's option, all such equipment used to manufacture the Divestiture Product(s)

OOO. "Product Marketing Employees" means all management level employees of Respondent(s) who directly have participated (irrespective of the portion of working time involved) in the marketing, contracting, or promotion of the specified Divestiture Product(s) in the United States of America within the eighteen (18) month period immediately prior to the Closing Date. These employees include, without limitation, all management level employees having any responsibilities in the areas of sales management, brand management, sales training, market research, veterinary market and other specialty markets, but excluding administrative assistants.

PPP. "Product Marketing Materials" means all marketing or promotional materials used specifically in the marketing or sale of a Divestiture Product(s) in the Geographic Territory as of the Closing Date, including, without limitation, all advertising materials, training materials, product data, mailing lists, sales materials (*e.g.*, detailing reports, vendor lists, sales data), marketing information (*e.g.*, competitor information, research data, market intelligence reports, statistical prog ialoD (irre2000 [illegible]

perform such detailing for the Divestiture Product(s) within the twelve (12) month period immediately prior to the Closing Date.

SSS. Product Trade Dress means the current trade dress of the Divestiture Product, including but not limited to, Product packaging, and the lettering of the Product trade name or brand name.

TTT. Product Trademark(s) means all proprietary names or designations, trademarks, service marks, trade names, and brand names, including registrations and applications for regist

granted, licensed, divested, transferred, delivered, or otherwise conveyed, and that has been approved by the Commission to accomplish the requirements of this Order; and/or

4. any agreement between Respondent(s) and a Third Party to effect the assignment of assets or rights of Respondent(s) related to a Divestiture Product to the benefit of an Acquirer that has been approved by the Commission to accomplish the requirements of this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto.

XXX. Retained Product means any Product(s) other than a Divestiture Product.

YYY. Supply Cost means a cost not to exceed the manufacturer s average direct per unit cost in Unite

(1) manufacture the specified Divestiture Product(s) in the quality

II.

IT IS FURTHER ORDERED that:

A. Not later than ten (10) days after the Effective Date, Respondents shall divest the Animal Health Product Assets and grant the Animal Health Product Licenses, absolutely and in good faith, to Boehringer Ingelheim pursuant to, and in accordance with, the Animal Health Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Boehringer Ingelheim or to reduce any obligations of Respondents under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Animal Health Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondents have divested the Animal Health Product Assets and granted the Animal Health Product Licenses to Boehringer Ingelheim prior to the Order Date, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that Boehringer Ingelheim is not an acceptable purchaser of the Animal Health Product Assets, then Respondents shall immediately rescind the transaction with Boehringer Ingelheim, in whole or in part, as directed by the Commission, and shall divest the Animal Health Product Assets and grant the Animal Health Product Licenses, as applicable, within one hundred eighty (180) days from the Order Date, absolutely and in good faith, at no minimum price, to an Acquirer or Acquirers that receive(s) the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission;

provided further that if Respondents have divested the Animal Health Product Assets and granted the Animal Health Product Licenses to Boehringer Ingelheim prior to the Order Date, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that the manner in which the divestiture or license grant was accomplished is not acceptable, the Commission may direct Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Animal Health Product Assets or grant of the Animal Health Product Licenses, as applicable, to Boehringer Ingelheim (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 Closing Date, Respondents shall secure all consents and waivers from all Third Parties that are necessary to permit Respondents to divest the Animal Health Product Assets and grant the Animal Health Product L[illegible]

provided, however, that Respondents may satisfy this requirement by certifying that such Acquirer has executed all such agreements directly with each of the relevant Third Parties.

C. Respondents shall transfer and deliver, or cause to be transferred and delivered, all Product Manufacturing Technology (including all related intellectual property) related to the Animal Health Products and/or Animal Health Pipeline Products that either Respondent owns, and shall transfer and deliver, or cause to be transferred and delivered, all rights to all Product Manufacturing Technology (including all related intellectual property) that is owned by a Third Party and licensed by either Respondent related to the specified Animal Health Products and/or Animal Health Pipeline Products, to the Acquirer of the related Animal Health Product Assets in a manner consistent with the Technology Transfer Standards. Respondents shall obtain any consents from Third Parties required to comply with this provision.

D. Respondents shall:

1.

and cooperating fully in the defense of such claim. The Remedial Agreement shall be consistent with the obligations assumed by Respondents under this Order;

provided, however, that Respondents may waive the right to control the defense of any such litigation, including the right to settle the litigation, so long as such settlement is consistent with Respondents' responsibilities to supply the ingredients and/or Components in the manner required by this Order; *provided further* that this obligation shall not require Respondents to be liable for any negligent act or omission of the Acquirer or for any representations and warranties, express or implied, made by the Acquirer that exceed the representations and warranties made by Respondents to the Acquirer;

provided further that in each instance where (1) an agreement to divest relevant assets is specifically referenced and attached to this Order, and (2) such agreement becomes a Remedial Agreement for a Divestiture Product, each such agreement may contain limits on Respondents' aggregate liability to the Acquirer resulting from the failure of the Products supplied to the Acquirer pursuant to such Remedial Agreement by Respondents to meet Agency Manufacturing Standards;

4. give priority to supplying and manufacture Product to any Acquirer of the Animal Health Product Assets over manufacturing and supplying of Products for Respondents' own use or sale;

5. make representations and warranties to any Acquirer of the Animal Health Product Assets that Respondents shall hold harmless and indemnify the Acquirer for any liabilities or loss of profits resulting from the failure by Respondents to deliver the Contract Manufacture Products in a timely manner as required by the Remedial Agreement(s) unless Respondents can demonstrate that such failure was entire

manufacture each of the relevant Contract Manufacture Products in finished form, *i.e.*, suitable for sale to the ultimate consumer/patient; and

8. pending FDA or USDA approval, as applicable to the specified Product, of any Divestiture Product that has not yet been approved for commercial scale-up manufacturing and during the term of any Contract Manufacture between Respondent(s) and an Acquirer of the Animal Health Product Assets, provide consultation with knowledgeable employees of Respondents and training, at the written request of the Acquirer and at a facility chosen by the Acquirer, for the purpose of enabling such Acquirer (or the Designee of such Acquirer) to obtain all Product Approvals to manufacture the Animal Health Products in the same quality achieved by, or on behalf of, the Respondents and in commercial quantities, and in a manner consistent with Agency Manufacturing Standards, independently of Respondents, and sufficient to satisfy management of the Acquirer that its personnel (or the Designee's personnel) are adequately trained in the manufacture of the Animal Health Products;

The foregoing provisions, II.D.1. -8., shall remain in effect with respect to each Divestiture Product until the earliest of: (1) the date each Acquirer (or the Designee(s) of such Acquirer), respectively, is approved by the FDA or the USDA, as applicable to the specified Product, to manufacture and sell such Divestiture Product and able to manufacture and sell such Divestiture Product in commercial quantities, in a manner consistent with Agestiture Product in commercial quantities, in a manner consistent with Ag

3. pending complete delivery of all such Confidential Business Information to the Acquirer, provide the Acquirer and the

include a continuation of all employee compensation and benefits offered by Respondents until the Closing Date(s) for the divestiture of the Animal Health Product Assets has occurred, including regularly scheduled raises, bonuses, and vesting of pension benefits (as permitted by Law);

provided, however, that, subject to those conditions of continued employment prescribed in this Order, this Order does not require nor shall be construed to require Respondents to terminate the employment of any employee or to prevent Respondents from continuing to employ the Animal Health Product Core Employees in connection with the Acquisition; and

5. for a period of one (1) year from the Closing ribednel66 8i0.9200 0.0000 TD t(e)Tj 38.6400 0.0000

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1. are or were directly involved in the research, Development, manufacturing, distribution, sale or marketing of any of the Animal Health Products;

2. are directly involved in the research, Development, manufacturing, distribution, sale or marketing of Retained Products that contain the same active biological or pharmaceutical ingredient or that are approved for use, or in Development for use, in the same Field as the Animal Health Products; and/or

3. may have Confidential Business Information related to the Animal Health Products and/or the Animal Health Pipeline Products.

Respondents shall give such notification by e-mail with return receipt requested or similar transmission, and keep a file of such receipts for one (1) year after the Closing Date. Respondents shall provide a copy of such notification to the Acquirer. Respondents shall maintain complete records of all such agreements at Respondents' registered office within the United States of America and shall provide an officer's certification to the Commission stating that such acknowledgment program has been implemented and is being complied with. Respondents shall provide the Acquirer with copies of all certifications, notifications and reminders sent to Respondents' personnel.

K. Until Respondents complete the divestitures required by Paragraphs II.A. and fully transfer and deliver, or cause to be transferred and delivered, the related Product Manufacturing Technology, to the Acquirer of the A

lessens the full economic viability, marketability, or competitiveness of the businesses associated with each Animal Health Product and Animal Health Pipeline Product.

L. Respondents shall not join, file, prosecute, or maintain any suit, in law or equity, against an Acquirer or the Divestiture Product Releasee(s) of that Acquirer for the research, Development, manufacture, use, import, export, distribution, or sale of the Animal Health Product(s) acquired b

N. For any patent infringement suit in which either Respondent is alleged to have infringed a Patent of a Third Party prior to the Closing Date or for such suit as such Respondent has prepared or is preparing as of the Closing Date to defend against such infringement claim(s), and where such a suit would have the potential to interfere with the Acquirer's freedom to practice the following: (1) the research, Development, or manufacture of the Animal Health Product(s) acquired by that Acquirer; or (2) the use, import, export, supply, distribution, or sale of such Animal Health Product(s), Respondents shall:

1. cooperate with the Acquirer and provide any

Q. The purpose of the divestiture of the Animal Health Product Assets and the transfer and delivery of the related Product Manufacturing Technology and the related obligations imposed on the Respondents by this Order is:

1. to ensure the continued use of such assets in the research, Development, and manufacture of each of the Animal Health Products and/or Animal Health Pipeline Products and for the purposes of the business associated with each Animal Health Product and/or Animal Health Pipeline Product within the Geographic Territory;

2. to provide for the future use of such assets for the distribution, sale and marketing of each of the Animal Health Products and/or Animal Health Pipeline Product in the Geographic Territory;

3. to create a viable and effective competitor, that is independent of the Respondents:

   a. in the research, Development, and manufacture of each of the Animal Health Products and Animal Health Pipeline Products for the purposes of the business associated with each such Product within the Geographic Territory; and

   b. the distribution, sale and marketing of each of the Animal Health Products in the Geographic Territory; and

4. to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission s Complaint in a timely and sufficient manner.

III.

IT IS FURTHER ORDERED that:

A. Not later than ten (10) days after the Effective Date, Respondents shall divest the Equine Anthelmintic Product Assets (to the extent that such assets are not already owned, controlled or in the possession of Virbac), absolutely and in good faith, to Virbac pursuant to and in accordance with the Equine Anthelmintic Product Agreement (which agreement shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that nothing in this Order shall be c

provided, however, that if the Respondents have divested the Equine Anthelmintic Product Assets to Virbac prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies the Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct the Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Equine Anthelmintic Product Assets to Virbac (including, but not limited to, entering into additional agreements or arrangements) a

F. Respondents shall:

1. submit to Virbac, at Respondents' expense, all Confidential Business Information related to the Equine Anthelmintic Products;

2. deliver such Confidential Business Information to Virbac:

   a. in good faith;

   b. in a timely manner, *i.e.*, as soon as practicable, avoiding any delays in transmission of the respective information; and

   c. in a manner that ensures its completeness and accuracy and that fully preserves its usefulness;

3. pending complete delivery of all such Confidential Business Information to Virbac, provide Virbac and the Interim Monitor with access to all such Confidential Business Information and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files directly related to the Equine Anthelmintic Products that contain such Confidential Business Information and facilitating the delivery in a manner consistent with this Order;

4. not use, directly or indirectly, any such Confidential Business Information related to the research, Development, manufacturing, marketing, or sale of the Equine Anthelmintic Products other than as necessary to comply with the following:

   a. the requirements of this Order;

   b. Respondents' obligations to Virbac under the terms of any Remedial Agreement related to the Equine Anthelmintic Products; or

   c. applicable Law;

5. not disclose or convey any such Confidential Business Information, directly or indirectly, to any Person except Virbac or other Persons specifically authorized by Virbac to receive such information; and

6. not provide, disclose or otherwise make available, directly or indirectly, any such Confidential Business Information related to the marketing or sales of the Equine Anthelmintic Products to the employees associated with business related to those Retained Products that contain the same active biological or pharmaceutical ingredient or that are approved for the use in the Field of parasitic worm disease within equines.

G. Not later than thirty (30) days after the Closing Date, Respondents shall provide written notification of the restrictions on the use of the Confidential Business Information related to

the Equine Anthelmintic Products by Respondents personnel to all of Respondents employees who:

1. are or were directly involved in the research, Development, manufacturing, distribution, sale or marketing of any of the Equine Anthelmintic Products;

2. are directly involved in the research, Development, manufacturing, distribution, sale or marketing of Retained Products that contain the same active biological or pharmaceutical ingredient or that are approved for use, or that are in Development for use, in the field of parasitic worm disease within equines; and/or

3. may have Confidential Business Information related to the Equine Anthelmintic Products.

Respondents shall give such notification by e-mail with return receipt requested or similar transmission, and keep a file of such receipts for one (1) year after the Closing Date. Respondents shall provide a copy of such notification to the Acquirer. Respondents shall maintain complete records of all such agreements at Respondents' registered office within the United States of America and shall provide an officer's certification to the Commission stating that such acknowledgment program has been implemented and is being complied with. Respondents shall provide the Acquirer with copies of all certifications, notifications and reminders sent to Respondents' personnel.

H. Respondents shall:

1. for each Equine Anthelmintic Product, for a period of twelve (12) months from the Closing Date, provide Virbac and/or the Equine Anthelmintic New Joint Development Partner with the opportunity to enter into employment contracts with the Equine Anthelmintic Core Employees. Each of these periods is hereinafter referred to as the "Equine Anthelmintic Product Core Employee Access Period(s)"; and

2. not later than the earlier of the following dates: (1) ten (10) days after notice by staff of the Commission to Respondents to provide the Product Employee Information; or (2) ten (10) days after written request by Virbac, provide Virbac with the Product Employee Information related to the Equine Anthelmintic Core Employees. Failure by Respondents to provide the Product Employee Information for any Equine Anthelmintic Core Employee within the time provided herein shall extend the Equine Anthelmintic Product Core Employee Access Period with respect to that employee in an amount equal to the delay;

3. during the Equine Anthelmintic Product Core Employee Access Period(s), not interfere with the hiring or employing by Virbac and/or the Equine Anthelmintic New Joint Development Partner of the Equine Anthelmintic Core Employees, and remove any impediments within the control of Respondent(s) that may deter these employees from accepting employment with Virbac and/or the Equine Anthelmintic New Joint

provided further, *however*, that Respondents may do the following: (1) advertise for employees in newspapers, trade publications or other media not targeted specifically at the Equine Anthelmintic Product Employees; or (2) hire an Equine Anthelmintic Product Employee who contacts Respondents on his or her own initiative without any direct or indirect solicitation or encouragement from Respondents.

I. Respondents shall require as a condition of employment following divestiture of the Equine Anthelmintic Product Assets, that each Equine Anthelmintic Core Employee retained by Respondents, his or her direct supervisor, and any other employee designated by the Interim Monitor, sign a confidentiality agreement pursuant to which such employee shall be required to maintain all Confidential Business Information related to the Animal H

2. attempt to register such Product Trademarks;

3. attempt to register any mark confusingly similar to such Product Trademarks;

4. challenge or interfere with Virbac's use and registration of such Product Trademarks; or

5. challenge or interfere with Virbac's efforts to enforce its trademark registrations for and trademark rights in such Product Trademarks against Third Parties; or

2. to provide for the future use of such assets for the distribution, sale and marketing of each of the Equine Anthelmintic Products in the United States of America;

3. to create a viable and effective competitor, that is independent of the Respondents:

   a. in the research, Development, and manufacture of each of the Equine Anthelmintic Products for the purposes of the business associated with each Equine Anthelmintic Product within the United States of America; and

   b. the distribution, sale and marketing of each of the Equine Anthelmintic Products in the United States of America; and

4. to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission s Complaint in a timely and sufficient manner.

IV.

IT IS FURTHER ORDERED that:

A. The Commission may appoint a monitor or monitors (Interim Monitor) to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by this Order, and the Remedial Agreements.

B. The Commission appoints Dr. Stephen J.D. Bell as Interim Monitor and approves the Monitor Agreement executed by Dr. Bell and Respondents. Dr. Bell shall be subject to all provisions in the Order regarding Interim Monitors.

C. Respondents shall facilitate the ability of the Interim Monitor to comply with the duties and obligations set forth in this Order, and shall take no action that interferes with or hinders the Interim Monitor s authority, rights and responsibilities as set forth herein, or in any other agreement between the Interim Monitor and Respondents. Respondents, with the consent of the Interim Monitor, contract with additional consultant(s) to assist the Interim Monitor in carrying out his or her duties, provided that the Interim Monitor shall direct the work of any such consultant(s), and that the rights, duties and responsibilities of such consultant(s) are consistent with the terms of this Order, including, without limitation, the requirement that such consultant shall act in a fiduciary capacity for the benefit of the Commission.

D. The Interim Monitor s duties and responsibilities shall include the following:

   1. the Interim Monitor shall act in a fiduciary capacity for the benefit of the Commission;

   2. the Interim Monitor shall have the power and authority to monitor Respondents compliance with the divestiture and asset maintenance obligations and related

requirements of the Order, and shall exer

4. the Interim Monitor shall have authority to employ at the expense of Respondents, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Interim Monitor s duties and responsibilities;

5. respondents shall indemnify the Interim Monitor and hold the Interim Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Interim 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, willful or wanton acts, or bad faith by the Interim Monitor.

6.

provided, further, that the Commission may extend or modify this period as may be necessary or appropriate to accomplish the purposes of the Orders.

H. If the Commission determines that an Interim Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Interim Monitor:

1. The Commission shall select the substitute Interim Monitor, subject to the consent of Respondent Pfizer, which consent shall not be unreasonably withheld. If Respondent Pfizer has not opposed, in writing, including the reasons for opposing, the selection of a proposed substitute Interim Monitor within ten (10) days after notice by the staff of the Commission to Respondent Pfizer of the identity of any proposed substitute Interim Monitor, Respondents shall be deemed to have consented to the selection of the substitute Interim Monitor.

2. Not later than ten (10) days after the appointment of a substitute Interim Monitor, Respondents shall execute an 000 Tf00

Divestiture Truste, pursuat to § 5() of the Fedeal Trade Commissin Act, or aay other statute enforc

amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court.

4. The Divestiture Trustee shall use commercially reasonable efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' 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*, that if the Divestiture Trustee receives bona fide offers from more than one acquiring Person, and if the Commission determines to approve more than one such acquiring Person, the Divestiture Trustee shall divest to the acquiring Person selected by Respondents from among those approved by the Commission; *provided further, however*, that Respondents shall select such Person 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, 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 Respondents, 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 Respondents, 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. Respondents 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, 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; *provided, however*, that the Divestiture Trustee appointed pursuant to this Paragraph may be the same Person appointed as Interim Monitor pursuant to the relevant provisions of the Order to Maintain Assets in this matter.

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

9. Respondents 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*, that such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.

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.

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 divestiture required by this Order.

VI.

IT IS FURTHER ORDERED that, in addition to any other requirements and prohibitions relating to Confidential Business Information in this Order, Respondents shall assure that Respondents' counsel (including in-house counsel under appropriate confidentiality arrangements) shall not retain unredacted copies of documents or other materials provided to an Acquirer or access original documents provided to an Acquirer, except under circumstances where copies of documents are insufficient or otherwise unavailable, and for the following purposes:

A. To assure Respondents' compliance with any Remedial Agreement, this Order, any Law (including, without limitation, any requirement to obtain regulatory licenses or approvals, and rules promulgated by the Commission), any data retention requirement of any applicable Government Entity or any taxation requirements; or

B. To defend against, respond to, or otherwise participate in any litigation, investigation, audit, process, subpoena or other proceeding relating to the divestiture or any other aspect of the Divestiture Products or assets and businesses associated with those Divestiture Products;

provided, *however*, that Respondents may disclose such information as necessary for the purposes set forth in this Paragraph VI pursuant to any appropriate confidentiality order, agreement or arrangement;

provided further, *however*, that pursuant to this Paragraph VI, Respondents shall: (1) require those who view such unredacted documents or other materials to enter into confidentiality agreements with the relevant Acquirer (but shall not be deemed to have violated this requirement if such Acquirer withholds such agreement unreasonably); and (2) use best efforts to obtain a protective order to protect the confidentiality of such information during any adjudication.

VII.

IT IS FURTHER ORDERED that:

A. Any Remedial Agreement shall be deemed incorporated into this Order.

B. Any failure by a Respondent to comply with any term of any Remedial Agreement shall constitute a failure to comply with this Order.

C. Respondents shall include in each Remedial Agreement related to each of the Divestiture Products a specific reference to this Order, the remedial purposes thereof, and provisions to reflect the full scope and breadth of each Respondent's obligations to the Acquirer pursuant to this Order.

D. Respondents shall also include in the applicable Remedial Agreement a representation from the Acquirer that such Acquirer shall use commercially reasonable efforts to secure the Product Approvals necessary to manufacture, or to have manufactured by a Third Party, in commercial quantities, each such Divestiture Product and to have any such manufacture to be independent of Respondents, all as soon as reasonably practicable.

E. Respondents shall not modify or amend any of the terms of any Remedial Agreement without the prior approval of the Commission.

VIII.

IT IS FURTHER ORDERED that:

A. Within five (5) days of the Acquisition, Respondents shall submit to the Commiss

registered office of its United States subsidiary, or its headquarters address, such Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

A. access, during business office hours of such Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, or corre

NON-PUBLIC APPENDIX II.A.

ANIMAL HEALTH DIVESTITURE PRODUCT AGREEMENTS

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

NON-PUBLIC APPENDIX III.A.

EQUINE ANTHELMINTIC PRODUCT AGREEMENT

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

NON-PUBLIC APPENDIX IV.A.

MONITOR AGREEMENT

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