

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION

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

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

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 Tais 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 Tais, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Order ("Consent Agreement"), containing an admission by Respondent Grifols and Respondent Tais of all the jurisdictional facts set forth in the aforesaid draft Complaint, a statement that the sign

Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waives 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 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, Parc empresarial Can Sant Joan, 08174 Sant Cugat del Valles, Barcelona, Spain, and with its office and principal place of business in the United States 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.

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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 Kedion 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.

- 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 of protection and any other rights or interests in or to any such patent or application.

EE. "Third Party(ies)" means any Person other than Respondent Grifols, Teccris, 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 (s 009.9600 0.00 0.0")Tj 9.24

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

[I V I G D e f i n i t i o n s]

QQ. "I V I G P r o d u c t" means an intravenous immunoglobulin derived from human blood plasma.

RR. "Designated Amount of Talecris I V I G P r o d u c t" means minimum amount of Talecris I V I G P r o d u c t 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 brand Talecris I V I G P r o d u c t.

TT. "Private Label I V I G P r o d u c t" means intravenous immunoglobulin derived from human blood plasma identical to, and manufactured according to the FDA-approved process used in the production of, the Talecris I V I G P r o d u c t.

UU. "Talecris I V I G C u s t o m e r C o n t r a c t s" 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 I V I G P r o d u c t including, but not limited to, the contracts identified in Confidential Exhibit F.

VV. "Talecris I V I G P r o d u c t" means the I V I G P r o d u c t Developed, manufactured and sold by Talec

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/or Patents and Koate Sale 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, processes 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 0.00 0.0 TD (ec)Tj 1 eej 6.



DDD. "Koate Sales Copyrights" meansights to all original works of a

Respondent Grifols shall, within one-hundredfifty (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 I.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 assign

FDA Approval Date, or (b) seven (7) years after the B

- 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 I.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 I of the Order are: (1) to ensure that the Acquirer will have the intention and ability to produce and sell Kedrion, Private Label Albumin Product, and Private Label MIG Product independently of Respondent Grifols; (2) to ensure continued sales and distribution of Kedrion 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 MIG Product until such time as the Acquirer has the ability to produce an Albumin Product and a MIG 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 Destitute 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 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 II.A. shall prevent Respondent Grifols or Respondent Talecris from

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 maybe 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 Takeda until the Effective Date has occurred, including regularly scheduled raises, bonus vesting of pension benefits (as permitted by law), and additional incentives as maybe 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

2. Respondent Grifols shall not use 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, 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;
- 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 M do not apply to Confidential Business Information that Respondent Grifols demonstrates to the satisfaction of the Commission

8. is disclosed in defending legal claims, investigations or enforcement actions threatened or brought against Respondents or the Dated Business; or

9. is disclosed in obtaining legal advice

V.

IT IS FURTHER ORDERED that

- A. Mr. R. Owen Richards, President of Cantic 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 transfer 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 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 (a) ~~Elity. TDa 62.098.0000e0.00000 0.00s0 0.0000 TD (y)Tj 5.640000 0.0000 TD ( )Tj (The~~

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 a manner to effectuate the divestitures and other obligations as described in Paragraphs I, III, and V. 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 Fe

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

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 necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and the 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 the relevant assets that are required to be divested by this Order.
6. Respondent Grifols shall indemnify 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 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.



VII.

IT IS FURTHER ORDERED that for a

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 I.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, 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 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 VIG 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 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 re

**CONFIDENTIAL EX HIBIT A**

**DESIGNATED AMOUNT OF PRODUCTS**

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

**CONFIDENTIAL EX HIBIT 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 EX HIBIT 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 EX HIBIT E

TALECR IS ALBUMIN C USTOMER CONTRACTS

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



CONFIDENTIAL EXHIBIT E-1

DESIGNATED AMOUNT OF  
TALECRIS ALBUMIN

[RedLRVe2

CONFIDENTIAL EX HIBIT F

TALECR IS IVIG CUSTOMER CONTRACTS

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

CONFIDENTIAL EXHIBIT F-1

DESIGNATED AMOUNT OF  
TALECR IS IVIG PRODUCT

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

CONFIDENTIAL EX HIBIT G  
KOATE CUSTOMER CONTRACTS

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

EXHIBIT H  
MONITOR AGREEMENT

CONFIDENTIAL EX HIBIT H -1  
EXHIBIT E TO MONITOR AGREEMENT  
(COMPENSATION)

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