UNITED STATES OF AMERICA

1410141 BEFORE THE FEDERAL TRADE COMMISSION

1.

E. "Oncology Product Assets" means the BRaf Inhibitor Product Assets and the MEK Inhibitor Product Assets, individually and collectively.

F. "Oncology Product Business(es)" means the Business of the Respondent related to each of the Oncology Products to the extent that such Business is owned, controlled, or managed by the Respondent and the Oncology Product Assets to the extent such Assets are owned by, controlled by, managed by, or licensed to, the Respondent.

G. "Interim Monitor" means any monitor appointed pursuant to Paragraph III of this Order to Maintain Assets or Paragraph II of the Decision and Order.

H. "Orders" means the Decision and Order and this Order to Maintain Assets.

II.

IT IS FURTHER ORDERED that from the date this Order to Maintain Assets becomes final and effective:

A. Until Respondent fully transfers and delivers the Oncology Product Assets to an Acquirer, Respondent shall take such actions with respect to the Oncology Product Assets as are necessary to maintain the full economic viability, marketability and competitiveness of each of the related Oncology Product Businesses, to minimize any risk of loss of competitive potential for such Oncology Product Businesses, and to prevent the destruction, removal, wasting, deterioration, or impairment of such Oncology Product Assets except for ordinary wear and tear. Respondent shall not sell, transfer, encumber or otherwise impair the Oncology Product Assets (other than in the manner prescribed in the Decision and Order) nor take any action that lessens the full economic viability, marketability or competitiveness of the related Oncology Product Businesses.

B. Until Respondent fully transfers and delivers the Oncology Product Assets to an Acquirer, Respondent shall maintain the operations of the related Oncology Product Businesses in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance of the assets of such business) and as may be necessary to preserve the full economic marketability, viability, and competitiveness of such Oncology Product Businesses and shall use its best efforts to preserve the existing relationships with the following: clinical research organizations; suppliers; and

2. continuing, at least at their scheduled pace, any additional expenditures for each of the respective Oncology Product Businesses authorized prior to the date the Consent Agreement was signed by Respondent, including, but not limited to, all research, Development (including ongoing Clinical Trials), manufacturing, distribution, marketing and sales expenditures;

3. providing such resources as may be necessary to respond to competition against each of the Oncology Products;

4. making available for use by each of the respective Oncology Product Businesses funds sufficient to perform all routine maintenance and all other maintenance as may be necessary to, and all replacements of, the assets related to such Oncology Product Business; and

5. providing such support services to each of the respective Oncology Product Businesses as were being provided to such Oncology Product Business by Respondent as of the date the Consent Agreement was signed by Respondent

C. Until Respondent fully transfers and delivers each of the respective Oncology Product Assets (including the ongoing Clinical Trials) to an Acquirer, Respondent shall maintain a work force that is (i) at least as large in size (as measured in full time equivalents) as, and (ii) comparable in training, and expertise to, what has been associated with the Oncology Products for the relevant Oncology Product's last fiscal year.

D. Respondent shall:

1. for a period of two (2) years from the Closing Date, and for the purposes of the Orders, provide the Acquirer, its Manufacturing Designee(s), or its Clinical Research Organization Designee(s) with the opportunity to enter into employment contracts with the Oncology Product Core Employees. Each of these periods is hereinafter referred to as the "Oncology Product Core Employee Access Period" dd(i)-2(ne)10(qui)-2(r)3dr3( )63(r)421 -14

however, that the provision of such information may be conditioned upon the Acquirer's or Proposed Acquirer's written confirmation that it will (i) treat the information as confidential and, more specifically, (ii) use the information solely to consider whether to provide or continue providing to Oncology Product Core Employees the opportunity to enter into employment contracts during an Oncology Product Core Employee Access Period and not for any other purpose whatsoever, (iii) restrict access to the information to such of the Acquirer's or Proposed Acquirer's employees who need such access in connection with the specified and permitted use, (iv) destroy or return the information without retaining copies at such time as the specified and permitted use ends, and (v) ensure that any Manufacturing Designee(s) or Clinical Research Organization Designee(s) agrees to abide by the preceding conditions, if the Acquirer provides such information to it;

3. during the Oncology Product Core Employee Access Period(s), not interfere with the hiring or employing by the Acquirer, its Manufacturing Designee(s) or its Clinical Research Organization Designee(s) of the Oncology Product Core Employees, and remove any impediments within the control of Respondent that may deter these employees from accepting employment with the Acquirer, its Manufacturing Designee(s) or its Clinical Research Organization Designee(s), including, but not limited to, any noncompete or nondisclosure provision of employment with respst

noncompete or nondisclw -2o0 scctur withiO(e)4(s)-1(ponde)4(nt)]TJ 23.414. Td (,)T 0.002

provided further, however, that this Paragraph does not require nor shall be construed to require Respondent to terminate the employment of any employee or to prevent Respondent from continuing to employ the Oncology Product Core Employees in connection with the Acquisition; and

5. for a period of one (1) year from the Closing Date, not, directly or indirectly, solicit or otherwise attempt to induce any employee of the Acquirer, its Manufacturing Designee(s), or its Clinical Research Organization Designee(s) with any amount of

D. If an Interim Monitor is appointed, Respondent shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Interim Monitor:

1. The Interim Monitor shall have the power and authority to monitor Respondent's compliance with the divestiture and asset maintenance obligations and related requirements of the Orders, and shall exercise such power and authority and carry out the duties and responsibilities of the Interim Monitor in a manner consistent with the purposes of the Orders and in consultation with the Commission.

2. The Interim Monitor shall act in a fiduciary capacity for the benefit of the Commission.

3. The Interim Monitor shall serve until the date of completion by the Respondent of the divestiture of all Oncology Product Assets and the transfer and delivery of the related Product Manufacturing Technology and related ongoing Clinical Trials in a manner that fully satisfies the requirements of the Orders and, with respect to each Oncology Product, until the earliest of: (i) the

G. Respondent 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.

IV.

IT IS FURTHER ORDERED that within thirty (30) days after the date this Order to Maintain Assets is issued by the Commission, and every sixty (60) days thereafter until Respondent has fully complied with this Order to Maintain Assets and the Paragraphs that are enumerated in Paragraph VII.B. of the related Decision and Order, Respondent shall submit to the Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with the Orders. Respondent

VI.

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

A. access, during business office hours of the Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of the Respondent related to compliance with this Order, which copying services shall be provided by the Respondent at the request of the authorized representative(s) of the Commission and at the expense of the Respondent; and

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

VII.

IT IS FURTHER ORDERED that this Order to Maintain Assets shall terminate on

A. the later of:

1. three (3) days after the Commission withdraws its acceptance of the Consent Agreement pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34; or

2. the day after the completion of all of the following: (i) the divestiture of all of the Oncology Product Assets to an Acquirer, (ii) the transfer of the Product Manufacturing Technology related to each of the Oncology Products to an Acquirer, (iii) and the transfer of the Clinical Trials related to each of the Oncology Products to an Acquirer as required by and described in the Decision and Order, and the Interim Monitor, in

consultation with Commission staff and the Acquirer, notifies the Commission that all assignments, conveyances, deliveries, grants, licenses, transactions, transfers and other transitions related to such divestitures and technology and clinical transfers are complete; or,

B. the date the Commission otherwise directs that the Order to Maintain Assets is terminated.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED: February 20, 2015