

business at 1655 Valley Road, Wayne, New Jersey 07474-0943.

2. Proposed respondent admits all the jurisdictional facts set forth in the draft of complaint.

3. Proposed respondent waives:

(a) any further procedural steps;

(b) the requirement that the Commission's decision contain a statement of findings of fact and conclusions of law;

(c) all rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement; and

(d) any claims under the Equal Access to Justice Act.

4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission it, together with the draft of complaint contemplated thereby, will be placed on the public record for a period of sixty (60) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify the proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision, in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by proposed respondent that the law has been violated as alleged in the draft of complaint, or that the facts as alleged in the draft complaint, other than jurisdictional facts, are true.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the draft of complaint and its decision containing the following order to divest and to cease and desist, in disposition of the proceeding, and (2) make information public with respect thereto. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery by the U.S. Postal Service of the complaint and decision containing the agreed-to order to 1655 Valley Road, Wayne, New Jersey 07474-0943 shall constitute service.

Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order, and no agreement, understanding, representation, or interpretation not contained in the order or the agreement may be used to vary or contradict the terms of the order.

7. Proposed respondent has read the proposed complaint and order contemplated hereby. Proposed respondent understands that once the order has been issued, it will be required to file one or more compliance reports showing that it has fully complied with the order. Proposed Respondent further understands that the Commission's approval, pursuant to the Commission's Order in Docket No. C-3306, of the Acquisition, as defined in the following order, is conditioned upon the proposed respondent's compliance with the terms of the following order. Proposed respondent further understands that it may be liable for civil penalties in the amount provided by law for each violation of this order after it becomes final, or of the Commission's Order in Docket No. C-3306.

Order

I.

Definitions

It is ordered that, as used in this order, the following definitions shall apply:

A. "Reckitt & Colman" means Reckitt & Colman plc, its predecessors, successors and assigns, the divisions, subsidiaries, affiliates, companies, groups, partnerships and joint ventures that Reckitt & Colman controls, directly or indirectly, and their directors, officers, employees, agents and representatives, and their respective successors and assigns.

B. "Kodak" means Eastman Kodak Company, its predecessors, successors and assigns, the divisions, subsidiaries, affiliates, companies, groups, partnerships and joint ventures that Kodak controls, directly or indirectly, and their directors, officers, employees, agents and representatives and their respective successors and assigns.

C. "L&F" means the United States Assets and Businesses acquired by Reckitt & Colman in the Acquisition.

D. "Respondent" means Reckitt & Colman.

E. "Commission" means the Federal Trade Commission.

F. "Acquisition" means Reckitt & Colman's acquisition of substantially all of the assets and liabilities of the household products, professional

products and personal products businesses of L&F Products Inc. pursuant to an asset purchase agreement dated September 26, 1994, with Eastman Kodak Company, L&F Products Inc., a wholly-owned subsidiary of Kodak, and Sterling Winthrop Inc., a wholly-owned subsidiary of L&F Products Inc.

G. "Carpet Deodorizer Products" means powder products designed to combat and eliminate offensive odors in rugs and carpets that are distributed to consumers primarily through grocery, drug, and mass merchandise stores. Carpet Deodorizer Products does not include Rug Cleaning Products.

H. "Carpet Deodorizer Assets" means all of Reckitt & Colman's United States rights, title and interest in and to:

(1) Carpet Deodorizer Products, including, but not limited to, the brands, trademarks and tradenames "Carpet Fresh", "Rug Fresh"; and

(2) All of Reckitt & Colman's Carpet Deodorizer Products assets and businesses delineated in Schedule A, attached hereto and made a part hereof.

Carpet Deodorizer Assets excludes any assets or businesses acquired in the Acquisition.

I. "Rug Cleaning Products" means products designed to clean rugs and carpets that are applied by aerosol spray, or in liquid, foam or other forms and that are distributed to consumers primarily through grocery, drug, and mass merchandise stores. Rug Cleaning Products does not include Carpet Deodorizer Products.

J. "Rug Cleaning Assets" means all of Reckitt & Colman's United States rights, title and interest in and to:

(1) Rug Cleaning Products, including, but not limited to, the right to use the brands, trademarks and tradenames "Woolite Heavy Traffic Carpet Cleaner", "Woolite One Step Carpet Cleaner", "Woolite Spot & Stain Carpet Cleaner", "Woolite Fabric and Upholstery Cleaner", and "Woolite Pet Stain Carpet Cleaner" in connection with the production, marketing and sale of Rug Cleaning Products; and

(2) all of Reckitt & Colman's Rug Cleaning Products assets and businesses delineated in schedule B, attached hereto and made a part hereof.

Rug Cleaning Assets excludes any assets or businesses acquired in the Acquisition.

K. "Woolite Fabric Care Products" means products designed to clean fabric and clothing that are applied by aerosol spray, or in liquid, foam or other forms and that are distributed to consumers primarily through grocery, drug, and mass merchandise stores. Woolite