

Assets is not accomplished, to appoint a trustee to seek divestiture of the Air Freshener Assets as well as the Carpet Deodorizer Assets, and in the event the required divestiture of the Rug Cleaning Assets is not accomplished, to appoint a trustee to seek divestiture of the Woolite Assets as well as the Rug Cleaning Assets, or to seek civil penalties or a court appointed trust or other equitable relief, as follows:

1. Reckitt & Colman agrees to execute and be bound by the Consent Agreement.

2. Reckitt & Colman agrees that from the date this Hold Separate is accepted until the earlier of the dates listed below in subparagraphs 2.a and 2.b, it will comply with the provisions of paragraph 4 of this Hold Separate:

a. three (3) business days after the Commission withdraws its acceptance of the Consent Order pursuant to the provisions of Section 2.34 of the Commission's rules; or

b. the day after the divestiture of the Carpet Deodorizer Assets required by the Consent Order has been completed.

3. Reckitt & Colman agrees that from the date this Hold Separate is accepted until the day after the divestiture of the Rug Cleaning Assets required by the Consent Order has been completed, it will comply with the provisions of Paragraph 5 of this Hold Separate.

4. Reckitt & Colman agrees to manage and maintain the Carpet Deodorizer Assets and the Air Freshener Assets, as they are presently constituted, on the following terms and conditions:

a. Reckitt & Colman shall appoint four individuals, one each from among Reckitt & Colman's current employees working in Reckitt & Colman's marketing, sales, materials management, and finance operations, to manage and maintain the Carpet Deodorizer Assets and the Air Freshener Assets. These individuals ("the management team") shall manage the Carpet Deodorizer Assets and the Air Freshener Assets independently of the management of Reckitt & Colman's other businesses, except that these individuals will arrange for the Reckitt & Colman Carpet Deodorizer Products and the Reckitt & Colman Air Freshener Products to be marketed and sold by Reckitt & Colman's marketing and sales forces. The management team shall not thereafter, until the Carpet Deodorizer Assets are divested pursuant to the Consent Order, be in any way involved in the marketing, selling or materials management of any other Reckitt & Colman product.

b. The management team, in its capacity as such, shall report directly and exclusively to an independent

auditor/manager, to be appointed by Reckitt & Colman. The independent auditor/manager shall have exclusive control over the operations of the Carpet Deodorizer Assets and the Air Freshener Assets, with responsibility for the management of the Carpet Deodorizer Assets and the Air Freshener Assets and for maintaining the independence of those businesses.

c. Reckitt & Colman shall not exercise direction or control over, or influence directly or indirectly, the independent auditor/manager or the management team or any of its operations relating to the operations of the Carpet Deodorizer Assets and the Air Freshener Assets; provided however, that Reckitt & Colman may exercise only such direction and control over the management team and the Carpet Deodorizer Assets and the Air Freshener Assets as is necessary to assure compliance with this Hold Separate or the Consent Order.

d. Reckitt & Colman shall maintain the viability and marketability of the Carpet Deodorizer Assets and the Air Freshener Assets and shall not cause or permit the destruction, removal, wasting, deterioration, or impairment of any assets or businesses it may have to divest except in the ordinary course of business and except for ordinary wear and tear. Reckitt & Colman shall not sell, transfer, or encumber the Carpet Deodorizer Assets or the Air Freshener Assets except in the ordinary course of business, or to effect the divestitures contemplated by the Consent Order pursuant to the terms of the Consent Order.

e. Except for the management team, Reckitt & Colman shall not permit any other Reckitt & Colman employee, officer, or director to be involved in the management of the Carpet Deodorizer Assets or the Air Freshener Assets except to the extent the services of Reckitt & Colman's sales, marketing, and materials management personnel are necessary as set forth in subparagraph 4.a.

f. Except as required by law, and except to the extent that necessary information is exchanged in the course of evaluating the Acquisition, defending investigations or defending or prosecuting litigation, or negotiating agreements to divest assets, Reckitt & Colman shall not receive or have access to, or the use of, any material confidential information not in the public domain about the Carpet Deodorizer Assets or the Air Freshener Assets or the activities of the management team in managing those businesses, nor shall the management team receive or have access to, or use of,

any material confidential information not in the public domain about Reckitt & Colman's competing Carpet Deodorizer Products or Air Freshener Products businesses, or the activities of Reckitt & Colman in managing its Carpet Deodorizer Products or Air Freshener Products businesses. Reckitt & Colman may receive on a regular basis from the management team aggregate financial information necessary and essential to allow Reckitt & Colman to prepare United States consolidated financial reports, tax returns, and personnel reports. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in the subparagraph. ("Material confidential information" as used herein, means competitively sensitive or proprietary information not independently known to Reckitt & Colman from sources other than the management team, including, but not limited to, customer lists, price lists, marketing methods (except to the extent marketing and sales plans need to be divulged to the Reckitt & Colman marketing and sales force in the ordinary course of business), patents, technologies, processes, or other trade secrets).

g. Nothing in this Hold Separate shall prohibit Reckitt & Colman from providing cash management, tax preparation and/or insurance functions for the Carpet Deodorizer Assets and the Air Freshener Assets heretofore provided by Reckitt & Colman. Reckitt & Colman personnel providing such support services must retain and maintain all material confidential information relating to the Carpet Deodorizer Assets and the Air Freshener Assets on a confidential basis and, except as permitted by this Hold Separate, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing such information to or with any person whose employment involves any other Reckitt & Colman Carpet Deodorizer Product business or Rug Cleaning Products business. Reckitt & Colman personnel providing these support services to the Carpet Deodorizer Assets and the Air Freshener Assets shall execute a confidentiality agreement prohibiting the disclosure of any Carpet Deodorizer Assets or Air Freshener Assets confidential information.

h. Reckitt & Colman shall not change the composition of the management team, and the independent auditor/manager shall have the power to remove employees only for cause.

i. All material transactions, out of the ordinary course of business and not