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7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11 UNITED STATES OF AMERICA) No. CR 05-0036 (MHP)
12)
13 v.) PLEA AGREEMENT
14)
15 DUPONT DOW ELASTOMERS L.L.C.,)
Defendant.)
16 _____)

17 The United States of America and DuPont Dow Elastomers L.L.C. (“defendant”), a
18 corporation organized and existing under the laws of Delaware, hereby enter into the following
19 Plea Agreement pursuant to Rule 11(c)(1)(c) of the Federal Rules of Criminal Procedure (“Fed.
20 R. Crim. P.”):

21 **RIGHTS OF DEFENDANT**

- 22 1. The defendant understands its rights:
- 23 (a) to be represented by an attorney;
- 24 (b) to be charged by Indictment;
- 25 (c) to plead not guilty to any criminal charge brought against it;
- 26 (d) to have a trial by jury, at which it would be presumed not guilty of the
- 27 charge and the United States would have to prove every essential element of the charged
- 28 offense beyond a reasonable doubt for it to be found guilty;

1 (e) to confront and cross-examine witnesses against it and to subpoena
2 witnesses in its defense at trial;

3 (f) to appeal its conviction if it is found guilty; and

4 (g) to appeal the imposition of sentence against it.

5
6 **AGREEMENT TO PLEAD GUILTY**
AND WAIVE CERTAIN RIGHTS

7 2. The defendant knowingly and voluntarily waives the rights set out in Paragraph
8 1(b)-(f) above. The defendant also knowingly and voluntarily waives the right to file any appeal,
9 any collateral attack, or any other writ or motion, including but not limited to an appeal under 18
10 U.S.C. § 3742, that challenges the sentence imposed by the Court if that sentence is consistent
11 with or below the recommended sentence in Paragraph 8 of this Plea Agreement, regardless of
12 how the sentence is determined by the Court. This agreement does not affect the rights or
13 obligations of the United States as set forth in 18 U.S.C. § 3742(b) and (c). Pursuant to Fed. R.
14 Crim. P. 7(b), the defendant will waive indictment and plead guilty at arraignment to a one-count
15 Information to be filed in the United States District Court for the Northern District of California.
16 The Information will charge the defendant with participating in a conspiracy to suppress and
17 eliminate competition by fixing the price of polychloroprene rubber sold in the United States and
18 elsewhere, beginning in or about August 1999 and continuing until in or about April 2002, in
19 violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

20 3. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty to
21 the criminal charge described in Paragraph 2 above and will make a factual admission of guilt to
22 the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below.

23 **FACTUAL BASIS FOR OFFENSE CHARGED**

24 4. Had this case gone to trial, the United States would have presented evidence
25 sufficient to prove the following facts:

26 (a) For purposes of this Plea Agreement, the “relevant period” is that period
27 beginning in or about August 1999 and continuing until in or about April 2002. During the
28 relevant period, the defendant was a corporation organized and existing under the laws of

1 Delaware. The defendant, a limited liability company formed in 1996 by E.I. du Pont de
2 Nemours & Company and The Dow Chemical Company, has its principal place of business in
3 Wilmington, Delaware. During the relevant period, the defendant was a producer of
4 polychloroprene rubber, was engaged in the sale of polychloroprene rubber in the United States
5 and elsewhere, and employed 1,000 or more individuals. Polychloroprene rubber, also known as
6 “chloroprene rubber,” “polychloroprene,” “PCP,” or “neoprene,” is a specific type of synthetic
7 rubber which has end-use applications in the automotive, adhesives, and construction industries.
8 Polychloroprene rubber is produced by free radical initiated emulsion polymerization of
9 chloroprene or emulsion co-polymerization of chloroprene and at least one other co-monomer,
10 and optionally, other additives. During the relevant period, the defendant’s sales of
11 polychloroprene rubber to U.S. customers totaled at least \$410,500,000.

12 (b) During the relevant period, the defendant, through its officers and employees,
13 participated in a conspiracy among major polychloroprene rubber producers, the primary
14 purpose of which was to suppress and eliminate competition by fixing the price of
15 polychloroprene rubber sold in the United States and elsewhere. In furtherance of the
16 conspiracy, the defendant, through its officers and employees, engaged in discussions and
17 attended meetings with representatives of other major polychloroprene rubber producers. During
18 these discussions and meetings, agreements were reached to fix the price of polychloroprene
19 rubber to be sold in the United States and elsewhere.

20 (c) During the relevant period, polychloroprene rubber sold by one or more of the
21 conspirator firms, and equipment and supplies necessary to the production and distribution of
22 polychloroprene rubber, as well as payments for polychloroprene rubber, traveled in interstate
23 and foreign commerce. The business activities of the defendant and its co-conspirators in
24 connection with the production and sale of polychloroprene rubber affected by this conspiracy
25 were within the flow of, and substantially affected, interstate and foreign trade and commerce.

26 (d) Polychloroprene rubber affected by this conspiracy was sold by one or more of
27 the conspirators to customers in this District.

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1 **CALCULATION OF SENTENCE**

2 5. The United States contends that had this case gone to trial, the United States would
3 have presented evidence to prove that the gain derived from or the loss resulting from the
4 charged offense is sufficient to justify a fine of \$84 million, pursuant to 18 U.S.C. § 3571(d).
5 For purposes of this plea and sentencing, the defendant waives its rights to contest this
6 calculation.

7 **POSSIBLE MAXIMUM SENTENCE**

8 6. The defendant understands that the statutory maximum penalty which may be
9 imposed against it upon conviction for a violation of Section One of the Sherman Antitrust Act is
10 a fine in an amount equal to the greatest of:

11 (a) \$10 million (15 U.S.C. § 1);

12 (b) twice the gross pecuniary gain the conspirators derived from the crime (18
13 U.S.C. § 3571(c) and (d)); or

14 (c) twice the gross pecuniary loss caused to the victims of the crime by the
15 conspirators (18 U.S.C. § 3571(c) and (d)).

16 7. In addition, the defendant understands that:

17 (a) pursuant to § 8B1.1 of the United States Sentencing Guidelines
18 ("U.S.S.G.," "Sentencing Guidelines," or "Guidelines"), 18 U.S.C. § 3563 (b)(2) or
19 3663(a)(3), the Court may order it to pay restitution to the victims of the offense;

20 (b) pursuant to 18 U.S.C. § 3013(a)(2)(B) and U.S.S.G. § 8E1.1, the Court is
21 required to order the defendant to pay a \$400 special assessment upon conviction for the
22 charged crime; and

23 (c) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of
24 probation of at least one year, but not more than five years.

25 **SENTENCING GUIDELINES**

26 8. The defendant understands that the Sentencing Guidelines are advisory, not
27 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,
28 along with the other factors set forth in 18 U.S.C. §3553(a), in imposing sentence. The

1 defendant understands that the Guidelines determinations will be made by the Court by a
2 preponderance of the evidence standard. The defendant understands that although the Court is
3 not ultimately bound to impose a sentence within the applicable advisory Guidelines range, its
4 sentence must be reasonable based upon consideration of all relevant sentencing factors set forth
5 in 18 U.S.C. § 3553(a). Pursuant to U.S.S.G. § 1B1.8, the United States agrees that
6 self-incriminating information that the defendant provides to the United States pursuant to this
7 Plea Agreement will not be used to increase the volume of affected commerce attributable to the
8 defendant or in determining the defendant's applicable Guidelines range, except to the extent
9 provided in U.S.S.G. § 1B1.8(b).

10 **SENTENCING AGREEMENT**

11 9. Pursuant to Fed. R. Crim. P. 11(c)(1)(c), the United States and the defendant
12 agree that the appropriate disposition of this case is, and agree to recommend jointly that the
13 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of
14 \$84 million, pursuant to 18 U.S.C. § 3571(d), payable in installments as set forth below with
15 interest accruing under 18 U.S.C. § 3612(f)(1)-(2) ("the recommended sentence"). The parties
16 agree that there exists no aggravating or mitigating circumstances of a kind, or to a degree, not
17 adequately taken into consideration by the U.S. Sentencing Commission in formulating the
18 Sentencing Guidelines that should result in a sentence outside of the advisory Guidelines range.
19 The parties agree not to seek or support any sentence outside of the advisory Guidelines range
20 nor any Guidelines adjustment for any reason that is not set forth in this Plea Agreement. The
21 parties further agree that the recommended sentence set forth in this Plea Agreement is
22 reasonable.

23 (a) The United States and the defendant agree to recommend, in the interest of
24 justice pursuant to 18 U.S.C. § 3572(d)(1) and U.S.S.G. § 8C3.2(b), that the fine be paid
25 in the following installments: within fifteen (15) days of imposition of sentence -- \$14
26 million (with no accrued interest); at the one-year anniversary of imposition of sentence
27 ("anniversary") — \$14 million (plus any accrued interest); at the two-year anniversary —
28 \$14 million (plus any accrued interest); at the three-year anniversary — \$14 million (plus

1 any accrued interest); at the four-year anniversary — \$14 million (plus any accrued
2 interest); and at the five-year anniversary — \$14 million (plus any accrued interest);
3 provided, however, that the defendant shall have the option at any time before the five-
4 year anniversary of prepaying the remaining balance (plus any accrued interest) then
5 owing on the fine.

6 (b) The defendant understands that the Court will order it to pay a \$400
7 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B) and U.S.S.G. § 8E1.1, in
8 addition to any fine imposed.

9 (c) Neither party will recommend a term of probation, but the
10 defendant understands that the Court is free to impose a term of probation.

11 (d) Subject to the ongoing, full, and truthful cooperation of the defendant
12 described in Paragraph 13 of this Plea Agreement, and before sentencing in the case, the
13 United States will fully advise the Court of the fact, manner, and extent of the
14 defendant's cooperation with the United States's investigations and prosecutions; of the
15 defendant's commitment to prospective cooperation with such investigations and
16 prosecutions; of all material facts relating to the defendant's involvement in the charged
17 offense; and of all other relevant conduct.

18 (e) The United States and the defendant jointly submit that this Plea
19 Agreement, together with the record that will be created by the United States and the
20 defendant at the plea and sentencing hearings, will provide sufficient information
21 concerning the defendant, the crime charged in this case, and the defendant's role in the
22 crime to enable the meaningful exercise of sentencing authority by the Court under 18
23 U.S.C. § 3553. The United States and defendant agree to request jointly that the Court
24 accept the defendant's guilty plea and impose sentence on an expedited schedule as early
25 as the date of arraignment, based upon the record provided by the defendant and the
26 United States, under the provisions of Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1,
27 and Rule 32-1(b) of the Criminal Local Rules. The Court's denial of the request to
28 impose sentence on an expedited schedule will not void this Plea Agreement.

1 10. The United States and the defendant agree that the applicable sentencing
2 Guidelines fine range exceeds the fine contained in the recommended sentence set out in
3 Paragraph 9 above. Subject to the full and continuing cooperation of the defendant, as described
4 in Paragraph 13 of this Plea Agreement, and prior to sentencing in this case, the United States
5 agrees that it will make a motion, pursuant to U.S.S.G. § 8C4.1, for a downward departure from
6 the Guidelines fine range and will request that the Court impose the recommended sentence set
7 out in Paragraph 9 of this Plea Agreement because of the defendant's substantial assistance in
8 the government's investigation and prosecutions of violations of federal criminal law in the
9 polychloroprene rubber industry.

10 11. The United States and the defendant understand that the Court retains complete
11 discretion to accept or reject the recommended sentence provided for in Paragraph 9 of this Plea
12 Agreement.

13 (a) If the Court does not accept the recommended sentence, the United States
14 and the defendant agree that this Plea Agreement, except for Paragraph 11(b) below,
15 shall be rendered void. Neither party may withdraw from this Plea Agreement, however,
16 based on the imposition of a term of probation.

17 (b) If the Court does not accept the recommended sentence, the defendant
18 will be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the
19 defendant withdraws its plea of guilty, this Plea Agreement, the guilty plea, and any
20 statement made in the course of any proceedings under Fed. R. Crim. P. 11 regarding the
21 guilty plea or this Plea Agreement or made in the course of plea discussions with an
22 attorney for the government shall not be admissible against the defendant in any criminal
23 or civil proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, the
24 defendant agrees that, if it withdraws its guilty plea pursuant to this subparagraph of the
25 Plea Agreement, the statute of limitations period for any offense referred to in Paragraph
26 15 of this Plea Agreement will be tolled for the period between the date of the signing of
27 the Plea Agreement and the date the defendant withdrew its guilty plea or for a period of
28 sixty (60) days after the date of the signing of the Plea Agreement, whichever period is

1 greater.

2 12. In light of the civil cases filed, which potentially provide for a recovery of a
3 multiple of actual damages, the United States agrees that it will not seek a restitution order for
4 the offense charged in the Information.

5 **DEFENDANT'S COOPERATION**

6 13. The defendant and the following entities (collectively, "related entities"): E.I. du
7 Pont de Nemours & Company, The Dow Chemical Company, and any subsidiaries (direct or
8 indirect) of the defendant, E.I. du Pont de Nemours & Company or The Dow Chemical Company
9 engaged in the sale or production of polychloroprene rubber, will cooperate fully and truthfully
10 with the United States in the prosecution of this case, the conduct of the current federal
11 investigation of violations of federal antitrust and related criminal laws involving the
12 manufacture or sale of polychloroprene rubber, any other federal investigation resulting
13 therefrom involving the manufacture or sale of polychloroprene rubber, and any litigation or
14 other proceedings arising or resulting from any such investigation to which the United States is a
15 party ("Federal Proceeding"). The ongoing, full, and truthful cooperation of the defendant shall
16 include, but not be limited to:

17 (a) producing to the United States all documents, information, and other
18 materials, wherever located, in the possession, custody, or control of the defendant or any
19 of its related entities, requested by the United States in connection with any Federal
20 Proceeding; and

21 (b) using its best efforts to secure the ongoing, full, and truthful
22 cooperation, as defined in Paragraph 14 of this Plea Agreement, of certain current and
23 former directors, officers, and employees of the defendant or any of its related entities as
24 may be requested by the United States who have or had responsibilities relating to the
25 manufacture or sale of polychloroprene rubber (but excluding Theodore G. Krapels,
26 Christopher Pappas, Donald W. Faught and Christof Ungerman), including making these
27 persons available in the United States and at other mutually agreed-upon locations, at the
28 defendant's expense, for interviews and the provision of testimony in grand jury, trial,

1 and other judicial proceedings in connection with any Federal Proceeding.

2 14. The ongoing, full, and truthful cooperation of each person described in Paragraph
3 13(b) above will be subject to the procedures and protections of this paragraph, and shall
4 include, but not be limited to:

5 (a) producing in the United States and at other mutually agreed-upon
6 locations all documents, including claimed personal documents, and other materials,
7 wherever located, requested by the United States in connection with any Federal
8 Proceeding;

9 (b) making himself or herself available for interviews in the United States and
10 at other mutually agreed-upon locations, not at the expense of the United States, upon the
11 request of the United States;

12 (c) responding fully and truthfully to all inquiries of the United States in
13 connection with any Federal Proceeding, without falsely implicating any person or
14 intentionally withholding any information, subject to the penalties of making false
15 statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503);

16 (d) otherwise voluntarily providing the United States with any material or
17 information not requested in (a) - (c) of this paragraph that he or she may have that is
18 related to any Federal Proceeding;

19 (e) when called upon to do so by the United States in connection with any
20 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings fully,
21 truthfully, and under oath, subject to the penalties for perjury (18 U.S.C. § 1621), for
22 making false statements or declarations in grand jury or court proceedings (18 U.S.C. §
23 1623), for contempt (18 U.S.C. §§ 401-402), and for obstruction of justice (18 U.S.C. §
24 1503); and

25 (f) agreeing that, if the agreement not to prosecute him or her in this Plea
26 Agreement is rendered void under Paragraph 16(c), the statute of limitations period for
27 any Relevant Offense as defined in Paragraph 16(a) will be tolled as to him or her for the
28 period between the date of the signing of this Plea Agreement and six (6) months after

1 the date that the United States gave notice of its intent to void its obligations to that
2 person under the Plea Agreement.

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4 **GOVERNMENT'S AGREEMENT**

5 15. Upon acceptance of the guilty plea called for by this Plea Agreement and the
6 imposition of the recommended sentence, and subject to the cooperation requirements of
7 Paragraph 13 of this Plea Agreement, the United States agrees that it will not bring further
8 criminal charges against the defendant or any of its related entities for any act or offense
9 committed before the date of this Plea Agreement that was undertaken in furtherance of an
10 antitrust conspiracy involving the manufacture or sale of polychloroprene rubber. The
11 nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any violation
12 of the federal tax or securities laws, or to any crime of violence.

13 16. The United States agrees to the following:

14 (a) Upon the Court's acceptance of the guilty plea called for by this Plea
15 Agreement and the imposition of the recommended sentence and subject to the
16 exceptions noted in Paragraph 16(c), the United States will not bring criminal charges
17 against any current or former director, officer, or employee of the defendant or its related
18 entities for any act or offense committed before the date of this Plea Agreement and
19 while that person was acting as a director, officer, or employee of the defendant or its
20 related entities that was undertaken in furtherance of an antitrust conspiracy involving the
21 manufacture or sale of polychloroprene rubber (a "Relevant Offense"), except that the
22 protections granted in this paragraph shall not apply to Theodore G. Krapels, Christopher
23 Pappas, Donald W. Faught and Christof Ungerman;

24 (b) Should the United States determine that certain current or former
25 directors, officers, or employees of the defendant or its related entities who have or had
26 responsibilities related to the manufacture or sale of polychloroprene rubber may have
27 information relevant to any Federal Proceeding, the United States may request that
28 person's cooperation under the terms of this Plea Agreement by written request delivered

1 to counsel for the individual (with a copy to the undersigned counsel for the defendant)
2 or, if the individual is not known by the United States to be represented, to the
3 undersigned counsel for the defendant;

4 (c) If any person requested to provide cooperation under Paragraph 16(b) fails
5 to comply with his or her obligations under Paragraph 14, then the terms of this Plea
6 Agreement as they pertain to that person, and the agreement not to prosecute that person
7 granted in this Plea Agreement, shall be rendered void;

8 (d) Except as provided in Paragraph 16(e), information provided by a person
9 described in Paragraph 16(b) to the United States under the terms of this Plea Agreement
10 pertaining to any Relevant Offense, or any information directly or indirectly derived from
11 that information, may not be used against that person in a criminal case, except in a
12 prosecution for perjury (18 U.S.C. § 1621), making a false statement or declaration
13 (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18 U.S.C. § 1503);

14 (e) If any person who provides information to the United States under this
15 Plea Agreement fails to comply fully with his or her obligations under Paragraph 14 of
16 this Plea Agreement, the agreement in Paragraph 16(d) not to use that information or any
17 information directly or indirectly derived from it against that person in a criminal case
18 shall be rendered void;

19 (f) The nonprosecution terms of this paragraph do not apply to civil matters
20 of any kind, to any violation of the federal tax or securities laws, or to any crime of
21 violence; and

22 (g) Documents provided under Paragraphs 13(a) and 14(a) shall be deemed
23 responsive to outstanding grand jury subpoenas issued to the defendant or any of its
24 related entities.

25 17. The United States agrees that when any person travels to the United States for
26 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for
27 meetings with counsel in preparation therefor, the United States will take no action, based upon
28 any Relevant Offense, to subject such person to arrest, detention, or service of process, or to

1 prevent such person from departing the United States. This paragraph does not apply to an
2 individual's commission of perjury (18 U.S.C. § 1621), making false statements (18 U.S.C. §
3 1001), making false statements or declarations in grand jury or court proceedings (18 U.S.C. §
4 1623), obstruction of justice (18 U.S.C. § 1503), or contempt (18 U.S.C. §§ 401-402) in
5 connection with any testimony or information provided or requested in any Federal Proceeding.

6 18. The defendant understands that it may be subject to administrative action by
7 federal or state agencies other than the United States Department of Justice, Antitrust Division,
8 based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in
9 no way controls whatever action, if any, other agencies may take. However, the United States
10 agrees that, if requested, it will advise the appropriate officials of any governmental agency
11 considering such administrative action of the fact, manner, and extent of the cooperation of the
12 defendant and its related entities as a matter for that agency to consider before determining what
13 administrative action, if any, to take.

14 **REPRESENTATION BY COUNSEL**

15 19. The defendant has been represented by counsel and is fully satisfied that its
16 attorneys have provided competent legal representation. The defendant has thoroughly reviewed
17 this Plea Agreement and acknowledges that counsel has advised it of the nature of the charge,
18 any possible defenses to the charge, and the nature and range of possible sentences.

19 **VOLUNTARY PLEA**

20 20. The defendant's decision to enter into this Plea Agreement and to tender a plea of
21 guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises,
22 or representations other than the representations contained in this Plea Agreement. The United
23 States has made no promises or representations to the defendant as to whether the Court will
24 accept or reject the recommendations contained within this Plea Agreement.

25 **VIOLATION OF PLEA AGREEMENT**

26 21. The defendant agrees that, should the United States determine in good faith,
27 during the period that any Federal Proceeding is pending, that the defendant or any of its related
28 entities have failed to provide full and truthful cooperation, as described in Paragraph 13 of this

1 Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United
2 States will notify counsel for the defendant in writing by personal or overnight delivery or
3 facsimile transmission and may also notify counsel by telephone of its intention to void any of its
4 obligations under this Plea Agreement (except its obligations under this paragraph), and the
5 defendant and its related entities shall be subject to prosecution for any federal crime of which
6 the United States has knowledge including, but not limited to, the substantive offenses relating to
7 the investigation resulting in this Plea Agreement. The defendant and its related entities may
8 seek Court review of any determination made by the United States under this Paragraph to void
9 any of its obligations under the Plea Agreement. The defendant and its related entities agree
10 that, in the event that the United States is released from its obligations under this Plea Agreement
11 and brings criminal charges against the defendant or its related entities for any offense referred
12 to in Paragraph 15 of this Plea Agreement, the statute of limitations period for such offense will
13 be tolled for the period between the date of the signing of this Plea Agreement and six (6)
14 months after the date the United States gave notice of its intent to void its obligations under this
15 Plea Agreement.

16 22. The defendant understands and agrees that in any further prosecution
17 of it or its related entities resulting from the release of the United States from its obligations
18 under this Plea Agreement, because of the defendant's or its related entities' violation of the Plea
19 Agreement, any documents, statements, information, testimony, or evidence provided by it, its
20 related entities, or current or former directors, officers, or employees of it or its related entities to
21 attorneys or agents of the United States, federal grand juries, or courts, and any leads derived
22 therefrom, may be used against it or its related entities in any such further prosecution. In
23 addition, the defendant unconditionally waives its right to challenge the use of such evidence in
24 any such further prosecution, notwithstanding the protections of Fed. R. Evid. 410.

25 **ENTIRETY OF AGREEMENT**

26 23. This Plea Agreement constitutes the entire agreement between the United States
27 and the defendant concerning the disposition of the criminal charge in this case. This Plea
28 Agreement cannot be modified except in writing, signed by the United States and the defendant.

1 24. The undersigned is authorized to enter this Plea Agreement on behalf of the
2 defendant as evidenced by the Resolution of the Members Committee of the defendant attached
3 to, and incorporated by reference in, this Plea Agreement.

4 25. The undersigned attorneys for the United States have been authorized
5 by the Attorney General of the United States to enter this Plea Agreement on behalf of the
6 United States.

7 26. A facsimile signature shall be deemed an original signature for the purpose of
8 executing this Plea Agreement. Multiple signature pages are authorized for the purpose of
9 executing this Plea Agreement.

10
11 DATED: 3/29/05

12 Respectfully submitted,

13
14
15 BY: _____/s/_____
16 John R. Lewis
17 Chief Executive Officer
18 DuPont Dow Elastomers, L.L.C

15 BY: _____/s/_____
16 Michael L. Scott
17 Lidia Spiroff
18 E. Kate Patchen

19 COUNSEL FOR DEFENDANT

20 BY: _____/s/_____
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26 BY: _____/s/_____
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