

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI

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| UNITED STATES OF AMERICA |) | |
| |) | Criminal No. 4:03CR00567RWS |
| v. |) | |
| |) | Filed: 9/18/2003 |
| RHÔNE-POULENC BIOCHIMIE S.A., |) | |
| |) | Violation: 15 U.S.C. § 1 |
| Defendant. |) | |
| |) | Judge: Sippel |

PLEA AGREEMENT

The United States of America and Rhône-Poulenc Biochimie S.A. ("RP Biochimie"), a corporation organized and existing under the laws of France, hereby enter into the following Plea Agreement pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C):

RIGHTS OF DEFENDANT

1. RP Biochimie understands that it is entitled to the following rights:
 - (a) to be represented by an attorney;
 - (b) to be charged by Indictment;
 - (c) to plead not guilty to any criminal charge brought against it;
 - (d) to have a trial by jury, at which it would be presumed not guilty of the charge and the United States would have to prove every essential element of the charged offense beyond a reasonable doubt for it to be found guilty;
 - (e) to confront and cross-examine witnesses against it and to subpoena witnesses in its defense at trial;

(f) as a corporation organized and existing under the laws of France, to contest service of the summons in this case, and to contest the jurisdiction of the United States to prosecute this case against it in the United States District Court for the Eastern District of Missouri;

(g) to appeal its conviction if it is found guilty at trial; and

(h) to appeal the imposition of the sentence against it.

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

2. RP Biochimie waives the rights set out in Paragraph 1(b)-(g) above.

Additionally, RP Biochimie waives all jurisdictional defenses to the prosecution of this case against it in the United States District Court for the Eastern District of Missouri. RP Biochimie also waives the right to appeal the imposition of sentence against it, so long as the sentence imposed is consistent with the recommendation in Paragraph 8 of this Plea Agreement. Pursuant to Federal Rule of Criminal Procedure 7(b), RP Biochimie will waive indictment and plead guilty at arraignment to a one-count Information, to be filed in the United States District Court for the Eastern District of Missouri. The Information will charge RP Biochimie with participating in a conspiracy to suppress and eliminate competition by fixing the price of and allocating customers for pharmaceutical grade methyl glucamine sold in the United States and elsewhere, beginning at least as early as November 1990 and continuing until December 31, 1999, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

3. Pursuant to the terms of this Plea Agreement, RP Biochimie will plead guilty at arraignment to the criminal charge described in Paragraph 2 above, and will make a factual

admission of guilt to the Court in accordance with Federal Rule of Criminal Procedure 11, as set forth in Paragraph 4 below.

FACTUAL BASIS FOR OFFENSE CHARGED

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

(a) For purposes of this Plea Agreement, the “relevant period” is the period beginning at least as early as November 1990 and continuing until at least December 31, 1999. Throughout the relevant period, RP Biochimie was a corporation organized and existing under the laws of France. RP Biochimie has its principal place of business in Elbeuf, France. During the relevant period, RP Biochimie was a producer of pharmaceutical grade methyl glucamine, and was engaged in the manufacture of pharmaceutical grade methyl glucamine in France and the sale of pharmaceutical grade methyl glucamine in the United States and elsewhere. Pharmaceutical grade methyl glucamine is a chemical product that delays the dispersal of active contrast agents used in various medical imaging procedures.

(b) During the relevant period, RP Biochimie, acting through its employees and agents, participated in a conspiracy with another pharmaceutical grade methyl glucamine manufacturer, the primary purpose of which was to fix the price of and allocate customers for pharmaceutical grade methyl glucamine sold in the United States and elsewhere. In furtherance of the conspiracy, RP Biochimie, through its employees and agents, engaged in conversations and attended meetings in various locations in

France and/or Germany with employees and agents of its corporate co-conspirator. At these meetings and during these conversations, agreements were reached as to the prices at which the conspirators would sell pharmaceutical grade methyl glucamine, and the timing of price increases and the allocation of customers for pharmaceutical grade methyl glucamine to be sold in the United States and elsewhere.

(c) During the relevant period, pharmaceutical grade methyl glucamine that was the subject of this conspiracy and sold by the conspirator firms, as well as payments therefor, traveled in interstate and foreign trade and commerce. The business activities of RP Biochimie and its corporate co-conspirator, in connection with the sale of pharmaceutical grade methyl glucamine affected by this conspiracy, were within the flow of, and substantially affected, interstate and foreign trade and commerce.

(d) Substantial quantities of pharmaceutical grade methyl glucamine affected by this conspiracy were sold by both of the corporate conspirators to a customer with its principal place of business in the Eastern District of Missouri.

POSSIBLE MAXIMUM SENTENCE

5. RP Biochimie understands that the maximum penalty which may be imposed against it upon conviction for a violation of Section One of the Sherman Antitrust Act is a fine in an amount equal to the largest of:

- (a) \$10 million (15 U.S.C. § 1);
- (b) twice the gross pecuniary gain the conspirators derived from the crime (18 U.S.C. § 3571(c) and (d)); or

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

6. In addition, RP Biochimie understands that:

(a) pursuant to Section 8B1.1(a)(2) of the United States Sentencing Guidelines ("U.S.S.G."), the Court may order it to pay restitution to the victims of the offense;

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

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

SENTENCING GUIDELINES

7. Sentencing for the offense to be charged will be conducted pursuant to the U.S.S.G. manual in effect on the day of sentencing.

SENTENCING AGREEMENT

8. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), the United States and RP Biochimie agree that the appropriate disposition of the case is, and agree to recommend jointly that the Court impose, a sentence requiring RP Biochimie to pay a fine to the United States in the amount of five million dollars (\$5,000,000), payable in full before the fifteenth (15th) day after the date of judgment.

(a) RP Biochimie understands that the Court will order it to pay a four hundred dollar (\$400) special assessment pursuant to 18 U.S.C. § 3013(a)(2)(B) and U.S.S.G. §8E1.1 in addition to any fine imposed.

(b) In light of the availability of civil causes of action which potentially provide for a recovery of a multiple of actual damages, it is the view of both parties to this Agreement that the complication and prolongation of the sentencing process that would result from an attempt to fashion a proper restitution order outweigh the need to provide restitution to any victims (see U.S.S.G. §8B1.1(b)(2)). Therefore, the United States agrees that it will not seek a restitution order for the offense charged in the Information.

(c) The United States and RP Biochimie jointly submit that this Plea Agreement, together with the record that will be created by the United States and RP Biochimie at arraignment and the further disclosure described in Paragraph 10 of this Plea Agreement, will provide sufficient information concerning RP Biochimie, the crime charged in this case, and RP Biochimie's role in the offense to enable the meaningful exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United States and RP Biochimie will jointly request that the Court accept RP Biochimie's guilty plea and immediately impose sentence on the day of arraignment pursuant to the provisions of Federal Rule of Criminal Procedure 32(c)(1)(A)(ii) and U.S.S.G. §6A1.1. The Court's denial of the request to impose sentence on an expedited schedule will not void this Plea Agreement.

9. The United States and RP Biochimie understand that the Court retains complete discretion to accept or reject the recommended sentence provided for in paragraph 8 of this Plea Agreement. If the Court does not accept the recommended sentence, this Plea Agreement will be void and RP Biochimie will be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) & (d)). If RP Biochimie does withdraw its plea of guilty, this Plea Agreement, the guilty plea, and any statements made in the course of any proceedings under Federal Rule of Criminal Procedure 11 regarding the guilty plea or this Plea Agreement or made in the course of plea discussions with an attorney for the government shall not be admissible against RP Biochimie in any criminal or civil proceeding, except as otherwise provided in Federal Rule of Evidence 410.

10. The United States, prior to sentencing in the case, will fully advise the Court of all facts relating to RP Biochimie's involvement in the charged offense, all other relevant conduct, and subject to the full and continuing cooperation of RP Biochimie described in Paragraph 11 of this Plea Agreement, the fact, manner, and extent of RP Biochimie's ongoing cooperation and its commitment to prospective cooperation with the United States' investigation and prosecutions.

RP BIOCHIMIE'S COOPERATION

11. RP Biochimie, its parent, Aventis S.A., and subsidiaries of Aventis S.A. that engaged in the sale of methyl glucamine during the relevant period (collectively, the "Related Entities"), will cooperate fully and truthfully with the United States in the prosecution of this case, the conduct of the current federal investigation of violations of the federal antitrust and related criminal laws involving the sale of pharmaceutical grade methyl glucamine, any other federal investigation concerning the pharmaceutical grade methyl glucamine industry resulting

therefrom, and any litigation or other proceedings arising or resulting from any such investigation to which the United States is a party (“Federal Proceeding”). Such cooperation shall include, but not be limited to:

(a) producing to the United States all non-privileged documents, information, and other materials, wherever located, in the possession, custody, or control of RP Biochimie and/or the Related Entities, requested by the United States in connection with any Federal Proceeding;

(b) securing the ongoing, full, and truthful cooperation, as defined in Paragraph 12 of this Plea Agreement, of the current executives, officers, and employees of RP Biochimie and/or the Related Entities, excluding Eric Descouraux, former Sales and Marketing Director for Active Pharmaceutical Ingredients, World Industrial Operations/Third Party Relations of Rhone-Poulenc Rorer, S.A., and Marzena Mourgues, formerly an assistant to Eric Descouraux, including making such persons available in the United States and at other mutually agreed-upon locations, at RP Biochimie’s expense, for interviews and the provision of testimony in grand jury, trial, and other judicial proceedings in connection with any Federal Proceeding; and

(c) using its best efforts to secure the ongoing, full, and truthful cooperation, as defined in Paragraph 12 of this Plea Agreement, of former executives, officers, and employees of RP Biochimie and/or the Related Entities, excluding Eric Descouraux, former Sales and Marketing Director for Active Pharmaceutical Ingredients, World Industrial Operations/Third Party Relations of Rhone-Poulenc Rorer, S.A., and Marzena Mourgues, formerly an assistant to Eric Descouraux, as may be requested by the United

States, including making such persons available in the United States and at other mutually agreed-upon locations, at RP Biochimie's expense, for interviews and the provision of testimony in grand jury, trial, and other judicial proceedings in connection with any Federal Proceeding.

12. The ongoing, full, and truthful cooperation of each person described in paragraph 11(b) or 11(c) above will be subject to the procedures and protections of this paragraph, and shall include, but not be limited to:

(a) producing in the United States, and at other mutually agreed-upon locations, all documents (including claimed personal documents) and other materials, wherever located, requested by attorneys and agents of the United States;

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

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

(d) otherwise voluntarily providing the United States with any non-privileged materials or information, not requested in (a) - (c) of this paragraph, that he or she may have related to any Federal Proceeding; and

(e) when called upon to do so by the United States in connection with any

Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the United States fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of justice (18 U.S.C. § 1503); and

(f) agreeing that, if the agreement not to prosecute him or her in this Plea Agreement is rendered void under Paragraph 14(d), the statute of limitations period for any Relevant Offense (defined in Paragraph 14(a)) will be tolled as to him or her for the period between the date of the signing of this Plea Agreement and six (6) months after the date that the United States gives notice of its intent to void its obligations to that person under the Plea Agreement.

GOVERNMENT'S AGREEMENT

13. Upon acceptance of the guilty plea called for by this Plea Agreement and imposition of the agreed-upon sentence, and subject to the cooperation requirements of RP Biochimie and/or the Related Entities, under Paragraph 11 of this Plea Agreement, the United States agrees that it will not bring further criminal charges against RP Biochimie and/or the Related Entities for any act or offense committed prior to the date of this Plea Agreement that was undertaken in furtherance of or in connection with any attempted or completed antitrust conspiracy involving the production or sale of pharmaceutical grade methyl glucamine. The non-prosecution terms of this paragraph do not apply to any civil liability to the United States, to any violation of the federal tax or securities laws, or to any crime of violence.

14. The United States agrees to the following:

(a) Upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of the recommended sentence and subject to the exceptions noted on Paragraph 14(d), the United States will not bring criminal charges against any current or former director, officer, or employee of RP Biochimie and/or the Related Entities, for any act or offense committed before the date of this Plea Agreement and while that person was acting as a director, officer, or employee of RP Biochimie and/or the Related Entities, that was undertaken in furtherance of an attempted or completed antitrust conspiracy involving the production or sale of pharmaceutical grade methyl glucamine ("Relevant Offense"), except that the protections granted in this paragraph shall not apply to Eric Descouraux, former Sales and Marketing Director for Active Pharmaceutical Ingredients, World Industrial Operations/Third Party Relations of Rhone-Poulenc Rorer, S.A., or Marzena Mourgues, formerly an assistant to Eric Descouraux.

(b) Should the United States determine that any current or former director, officer, or employee of RP Biochimie and/or the Related Entities, may have information relevant to any Federal Proceeding, the United States may request such person's cooperation pursuant to the terms of this Plea Agreement by written request delivered to counsel for the individual (with a copy to the undersigned counsel for RP Biochimie) or, if the individual is not known by the United States to be represented, to the undersigned counsel for RP Biochimie.

(c) The United States agrees that when any person travels to the United States for interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, the United States will take no action, based upon any offense subject to this Plea Agreement, to subject such person to arrest, service of process, or prevention from departing the United States. This paragraph does not apply to an individual's commission of perjury (18 U.S.C. § 1621), making a false statement or declaration in grand jury or court proceedings (18 U.S.C. § 1623), obstruction of justice (18 U.S.C. § 1503), or contempt (18 U.S.C. §§ 401-402) in connection with any testimony or information provided or requested in any Federal Proceeding.

(d) If any person requested to provide cooperation under Paragraph 14(b) fails to comply with his or her obligations under Paragraph 12, then the terms of this Plea Agreement as they pertain to that person, and the agreement not to prosecute that person granted in this Plea Agreement, shall be rendered void;

(e) Except as provided in Paragraph 14(f), information provided to the United States pursuant to the terms of this Plea Agreement pertaining to any Relevant Offense, or any information directly or indirectly derived from such information, may not be used against the person providing such information in a criminal case, except in a prosecution for perjury (18 U.S.C. § 1621), making a false statement or declaration in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), or obstruction of justice (18 U.S.C. § 1503).

(f) In the event a person who provides information to the United States pursuant to this Plea Agreement fails to comply fully with such person's obligations under Paragraph 12 of this Plea Agreement, the agreement in Paragraph 14(e) not to use such information, or any information directly or indirectly derived from such information, against such person in a criminal case shall be void.

(g) The non-prosecution terms of this paragraph do not apply to any civil matters of any kind, to any violation of the federal tax or securities laws, or to any crime of violence.

15. RP Biochimie understands that it may be subject to administrative or other action by governmental agencies other than the United States Department of Justice, Antitrust Division, based upon any conviction resulting from this Plea Agreement, and that this Plea Agreement in no way controls whatever action, if any, such other agencies may take. The United States Department of Justice, Antitrust Division, agrees, however, that, if requested, it will advise the appropriate officials of any governmental agency considering such action of the fact, manner, and extent of the cooperation of RP Biochimie and/or the Related Entities, as described herein, as a matter for such agency to consider before determining what action, if any, to take.

REPRESENTATION BY COUNSEL

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

VOLUNTARY PLEA

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

VIOLATION OF PLEA AGREEMENT

18. RP Biochimie agrees that should the United States determine in good faith, during the period any Federal Proceeding is pending, that RP Biochimie has failed to provide full and truthful cooperation, as described in Paragraph 11 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United States may notify counsel for RP Biochimie in writing by personal or overnight delivery or by facsimile transmission and may also notify counsel by telephone of its intention to void its obligations under this Plea Agreement (except its obligations under this paragraph). RP Biochimie may seek court review of any determination made by the United States under this paragraph.

ENTIRETY OF AGREEMENT

19. This Plea Agreement constitutes the entire agreement between the United States and RP Biochimie concerning the disposition of the criminal charge in this case. This Plea Agreement cannot be modified except in writing signed by the United States and RP Biochimie.

20. The undersigned corporate representative of RP Biochimie is authorized to enter this Plea Agreement on behalf of RP Biochimie as evidenced by the declaration of a duly authorized representative of RP Biochimie attached hereto and incorporated herein by reference.

21. A facsimile signature shall be deemed an original signature for the purpose of executing this Plea Agreement.

DATED: 9/18/2003

Respectfully submitted,

/s/

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On Behalf of Rhône-Poulenc Biochimie S.A.