

EXHIBIT A

MEMORANDUM OF AGREEMENT BETWEEN
THE DRUG ENFORCEMENT ADMINISTRATION AND TAMINCO US INC.

INTRODUCTION:

This Memorandum of Agreement (MOA) is entered into on this 20 day of Oct., 2015, by and between the U.S. Department of Justice, Drug Enforcement Administration ("DEA") and Taminco US Inc. ("Taminco"), Two Windsor Plaza, Suite 411, 7540 Windsor Drive, Allentown, PA 18195 (the "Parties").

BACKGROUND:

The DEA initiated an investigation after law enforcement officials made three separate seizures of 55 gallon barrels containing monomethylamine (MMA) (8520), a List I chemical, at or near the US-Mexican border and one seizure of evidence of additional barrels containing MMA. On August 4, 2011, Customs and Border Protection (CBP) officers seized three barrels containing MMA from an individual at the US-Mexican border in Arizona. On August 31, 2011, DEA seized wrappers in Arizona that DEA confirmed through investigation had previously been affixed to Taminco MMA barrels in San Luis, Arizona.

On December 28, 2011, CBP officers seized five barrels containing MMA from an individual at the US-Mexican border in Arizona. The individual told DEA about a self-storage unit in Arizona where additional barrels of MMA were stored. On April 26, 2012, DEA went to that self-storage unit where they found and seized six barrels containing MMA. The DEA determined that the barrels of MMA that were seized on the dates listed above by DEA and CBP were part of shipments that were delivered to freight forwarders in Laredo, Texas, in March and June 2010, by way of Delta Chemical of Houston, Texas, ("Delta") on behalf of Taminco Inc., Two Windsor Plaza, Suite 411, 7540 Windsor Drive, Allentown, PA 18195. The shipments were intended for purchasers in Mexico pursuant to orders placed with Taminco. In September 2010, Taminco discovered that it could not verify the delivery of nine truckloads involving a total of 896 barrels of MMA to a certain customer in Mexico. Taminco failed to report to the appropriate DEA office the theft or loss of this List I chemical. Taminco holds the following DEA registrations:

Business Activity	DEA Number	Registrant Address
Chemical Exporter	DEA # 006396TIZ	4575 HWY 90, Pace FL. 32571
Chemical Importer	DEA # 006410TIX	4575 HWY 90, Pace FL. 32571
Chemical Distributor	DEA # 006411TIY	4575 HWY 90, Pace FL. 32571
Chemical Manufacturer	DEA # 006397TIW	4575 HWY 90, Pace FL. 32571

Business Activity	DEA Number	Registrant Address
Chemical Exporter	DEA # 006392TIZ	3790 HWY 30, St. Gabriel, LA 70776
Chemical Importer	DEA # 006395TIX	3790 HWY 30, St. Gabriel, LA 70776
Chemical Distributor	DEA # 007133TIY	3790 HWY 30, St. Gabriel, LA 70776
Chemical Manufacturer	DEA # 006394TIW	3790 HWY 30, St. Gabriel, LA 70776

The investigation revealed that Taminco directed Delta to “barrel” and ship MMA on the dates and in the quantities listed below to freight forwarders in Laredo, Texas for delivery to purchasers located in Mexico.

Shipment	Date	Order No.	Customer	Quantity	Payment (\$)
1	2/18/2010	74492	GC	16,800 kg	34,074.67
2	3/2/2010	74493	GC	16,800 kg	34,074.67
3	3/3/2010	74790	GC	16,800 kg	34,074.67
4	3/2/2010	75731	CRC	16,800 kg	36,296.94
5	3/10/2010	75735	CRC	16,800 kg	35,926.56
6	6/29/2010	77843	CRC	16,800 kg	35,926.56

The investigation further revealed that the shipments listed above were carried out by Delta at the specific direction of Taminco employees and former officers who were located at the Allentown, PA corporate headquarters. Taminco directed that these sales and shipments of MMA be transacted without Taminco first having adequately verified the existence and apparent validity of the customers in Mexico identified by its sales agent in Mexico as required by 21 C.F.R. § 1310.07 Proof of Identity, which states in pertinent part that:

(b) The regulated person must verify the existence and apparent validity of a business entity ordering a listed chemical . . . [For] export transactions, a good faith inquiry to verify the existence and apparent validity of a foreign business entity may be accomplished by such methods as verifying the business telephone listing through international telephone information, the firm's listing in international or foreign national chemical directories or other commerce directories or trade publications, confirmation through foreign subsidiaries of the U.S. regulated person, verification through the country of destination's embassy Commercial Attaché, or official documents provided by the purchaser which confirm the existence and apparent validity of the business entity.

The investigation further revealed that Taminco violated 21 U.S.C. § 842. Prohibited acts B, (a) Unlawful acts, which states:

It shall be unlawful for any person—

...

(9) who is a regulated person to engage in a regulated transaction without obtaining the identification required by [section] 830(a)(3) of this title.

[and/or]

(10) negligently to fail to keep a record or make a report under section 830 of this title or negligently to fail to self-certify as required under section 830 of [Title 21] . . .

ADDITIONAL INFORMATION:

In September 2014, Eastman Chemical Co. ("Eastman") agreed to acquire Taminco. The acquisition was completed in December 2014 and Taminco is now a wholly-owned subsidiary of Eastman. The government recognizes that Eastman did not have any involvement with Taminco or its employees during the relevant time period (2009-2010) and did not have any connection to the conduct described above which led to the entry of this MOA.

TERMS AND CONDITIONS:

Whereas, during the period 2009 through 2010, Taminco failed to maintain effective controls against diversion of particular chemicals into other than legitimate medical, scientific and industrial channels by sales to certain export customers for whom Taminco had not adequately verified their existence and apparent validity or existence, and thus risked that its chemicals could be diverted into other than legitimate medical, scientific and industrial channels.

The obligations imposed upon Taminco pursuant to this Agreement shall be in addition to, and not in derogation of, all requirements imposed upon Taminco pursuant to all applicable federal, state and local laws and regulations, including, but not limited to, the requirements set forth in Title 21 of the United States Code and the regulations promulgated thereunder. The terms and conditions set forth below apply to listed chemicals that were manufactured at Taminco's Pace, Florida and/or St. Gabriel, Louisiana facilities.

Taminco agrees to comply with all applicable provisions of the Comprehensive Drug Abuse Prevention and Control Act of 1970, the Comprehensive Methamphetamine Control Act of 1996, the regulations issued thereunder and the terms and conditions as follows:

- a) During the three (3) year period of this agreement Taminco shall provide advanced written notification of any change in Taminco's name or address to DEA as follows. For the Taminco Pace, Florida activity (see list of registrations above), all reports shall be made to the Special Agent in Charge, DEA Miami Field Division. For the Taminco St. Gabriel, Louisiana activity (see list of registrations above), all reports shall be made to the Special Agent in Charge, DEA New Orleans Field Division. Such notification shall be made at least two weeks prior to making any such change.
- b) Taminco shall notify DEA of all export transactions involving the export of a listed chemical manufactured at Taminco's Pace, Florida and/or St. Gabriel, Louisiana facilities. For an export transaction involving the export of a listed chemical manufactured at Taminco's Pace, Florida facility, Taminco shall notify the Special Agent in Charge, DEA Miami Field Division. For an export transaction involving the export of a listed chemical manufactured at Taminco's St. Gabriel, Louisiana facility, Taminco shall notify the Special Agent in Charge, DEA New Orleans Field Division. Taminco in its discretion may arrange with DEA to make such reports on a monthly basis or within 15 days of the transaction. Reports shall be made via electronic data interchange in a format mutually and reasonably agreed upon by the parties.

- c) Taminco shall notify DEA of any regulated transaction involving an extraordinary quantity of a listed chemical that was manufactured at Taminco's Pace, Florida and/or St. Gabriel, Louisiana facilities, an uncommon method of payment or delivery, or any other circumstances they believe may indicate that the listed chemical for exportation will be used in violation of the Controlled Substance Act (CSA) as required by 21 U.S.C. § 830. Oral reports shall be made consistent with 21 C.F.R. § 1310.05 (b) at the earliest practicable opportunity after Taminco becomes aware of the circumstances involved and as much in advance of the conclusion of the transaction as possible. Taminco shall provide written reports of such transactions within 15 days after Taminco becomes aware of the circumstances of the event. Detailed reporting requirements will be in compliance with 21 C.F.R. § 1310.06. A transaction may not be completed with a person whose description or identifying characteristic has previously been furnished to Taminco by DEA unless the transaction is approved by DEA. Oral and written reports shall be made to the DEA Divisional Office for that area (see b) above).
- d) Taminco shall report any unusual or excessive loss or disappearance of a listed chemical under their control that was manufactured at Taminco's Pace, Florida and/or St. Gabriel, Louisiana facilities. Oral reports reporting any unusual or excessive loss or disappearance shall be made consistent with 21 C.F.R. § 1310.05 (b) at the earliest practicable opportunity after Taminco becomes aware of the circumstances involved and as much in advance of the conclusion of the transaction as possible. Taminco shall provide written reports of such transactions within 15 days after Taminco becomes aware of the circumstances of the event. Detailed reporting requirements will be in compliance with 21 C.F.R. § 1310.06.
- e) Taminco shall exercise caution in the consideration of employment of persons who will have access to listed chemicals who have been convicted of a felony offense relating to controlled substances or listed chemicals, or who have, at any time had an application for registration with the DEA denied, revoked, or surrendered a DEA registration for cause as outlined in C.F.R § 1309.72.
- f) Taminco shall maintain an adequate system for monitoring its receipt, shipment, and delivery of listed chemicals to the identified recipient pursuant to the applicable INCOTERMS. This system shall be implemented by October 30, 2015.
- g) Taminco agrees to identify each party with whom it engages in a regulated transaction involving a listed chemical that was manufactured at Taminco's Pace, Florida and/or St. Gabriel, Louisiana facilities, and maintain applicable records as such, for two (2) years as required by 21 C.F.R. § 1310.07.
- h) Taminco shall maintain a system designed to determine whether a customer is appropriately registered with the DEA, as well as the state or country in which the customer is located, to order, receive/store listed chemicals, prior to distributing, exporting or importing listed chemicals that were manufactured at Taminco's Pace, Florida and/or St. Gabriel, Louisiana facilities to said customer. Taminco shall utilize this system to verify that all customers maintain the appropriate licensure, on both the state and federal level, to handle listed chemicals.

- i) Taminco shall maintain effective controls against the theft and diversion of listed chemicals in accordance with 21 USC § 823 (h)(1), as well as maintain a compliance program designed to detect and prevent diversion as required under the Controlled Substances Act and applicable DEA regulations.
- j) Taminco shall train all applicable employees in the proper verification/handling /distribution/disposal procedures applicable to listed chemicals as required by Title 21 Code of Federal Regulations.
- k) Taminco agrees to immediately report to the local DEA Divisional Office as well as indicate on all future applications for DEA registrations, any actions taken by any state licensure boards, or DEA concerning Taminco's DEA registrations.
- l) DEA shall forego administrative action against Taminco's DEA registrations (listed above), subject to Taminco's compliance with the terms enumerated in this MOA.

Taminco declares that it understands the terms and conditions of this Agreement, and is freely and voluntarily entering into this Agreement and to the terms and conditions set forth herein. Taminco agrees that it is not under any duress or coercion of any kind by anyone to enter into this Agreement, and that, at all times during the pendency of this matter, was represented by counsel and enters into this Agreement after consultation with counsel.

Taminco agrees to abide by all applicable federal, state and local laws and regulations pertaining to listed chemicals, to include, but not limited to those laws and regulations regarding the ordering, storing, reporting, receiving, and distribution of listed chemicals.

Taminco waives all rights to seek judicial review or to challenge or contest the validity of any terms or conditions of this MOA. Taminco further understands and agrees that if DEA determines that Taminco has failed to comply with the terms of this Agreement, or DEA identifies other additional or different violations pertaining to listed chemicals, DEA may, in its sole discretion, take administrative or other action as authorized by the Controlled Substances Act, up to and including suspension and/or revocation of one or more of Taminco's registrations. Nothing in this MOA precludes DEA from referring to, or from relying upon, any of the conduct or facts set forth in this MOA for the purpose of establishing Taminco's history of violations.

Taminco may request a modification of this MOA. All requests for modification must be made in writing to the Special Agent in Charge, Philadelphia Field Division and made at least thirty days prior to implementation of any proposed change. Acceptance of any modification of this MOA is within the sole discretion of DEA.

The term of the MOA shall commence on the date that all signatures are obtained, and will expire three (3) years from that date, during which time Taminco agrees not to apply for termination of the MOA.

Furthermore,

The undersigned Taminco officer acknowledges and states that he/she has read the foregoing 6-page MOA and knows and agrees with the contents thereof; that the undersigned official has authority to act on behalf of Taminco in this matter; and that the undersigned Taminco official signs this MOA pursuant to said authority. This Agreement shall remain in effect for a period of three years from the time the Agreement is signed and fully executed by all Parties hereto.



Clark Jordan
Vice President
Taminco US Inc.

Oct 15, 2015
Date



Counsel for Taminco US Inc.
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1701 Market Street
Philadelphia, PA 19103-2921

10/19/15
Date

Notary

Date

FOR THE DRUG ENFORCEMENT ADMINISTRATION:



Gary Tuggle
Special Agent in Charge
Philadelphia Field Division

10/20/15
Date