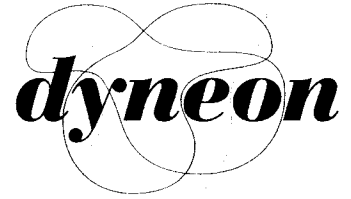


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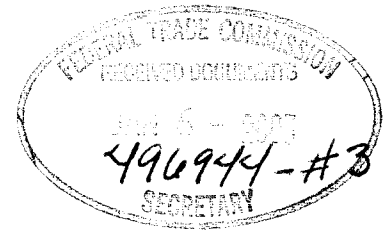
*A 3M Company*

**James E. Gregory**  
President



December 20, 2002

Mr. Donald S. Clark  
Office of the Secretary  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W.  
Washington, D.C. 20580



Re: Solvay S.A. (FTC File No. 021-0067, Docket No. C-4046)

Dear Mr. Clark:

Dyneon LLC offers the following response to the letter dated December 17, 2002 from Gary R. Mularski regarding the divestiture of Solvay Fluoropolymers, Inc. ("SFI").

There is no more important asset to Dyneon, or its parent 3M Company, than our employees. This applies equally to employees who come to Dyneon or 3M by acquisition. Dyneon and 3M have carefully considered the effect this divestiture will have on SFI employees, the Dyneon/3M employees they will join upon closing, and the ability of all of these employees to contribute to the future success and viability not only of the current PVDF business of SFI, but of Dyneon and 3M. For employees a divestiture can on a personal level be a disruptive and emotional event. Dyneon is sensitive to this. Dyneon believes, however, that this divestiture brings challenges and opportunities for SFI employees and in the end the opportunities will outshine challenges or even deficiencies that may be perceived at this time.

With that said, Dyneon would like to respond briefly to remarks contained in Mr. Mularski's letter about employment, pension and severance (and will do so in the order discussed in Mr. Mularski's letter).

#### Employment

Mr. Mularski's comments regarding restrictions related to continuing employment with Solvay appear to reflect a fundamental misunderstanding of the relevant provisions of the Decision and Order (Docket No. C-4046) issued on June 21, 2002 (which became final on July 9, 2002) by the Federal Trade Commission ("the Order") and the Stock Purchase Agreement.

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Neither the Order nor the Stock Purchase Agreement precludes SFI employees, with one exception, from being employed at Solvay for two years. Rather, the Order and the Stock Purchase Agreement contain provisions that merely restrict Solvay's ability to solicit and hire SFI employees. Under the pertinent provision of the Stock Purchase Agreement, for a period of two years following the closing, neither Solvay S.A. nor any of its Affiliates can solicit or hire, without the consent of Dyneon, any SFI employee who is then employed by Dyneon or SFI, or any SFI employee who has voluntarily resigned during that period until six months after such employee's termination date. There are, however, two significant exceptions to these restrictions. First, a solicitation does not include a general solicitation of employment that is not specifically directed to SFI employees such as an advertisement in a newspaper. This means that an SFI employee could respond to such a solicitation by Solvay and accept employment with Solvay, provided only that they do not begin employment with Solvay until six-months have passed after he/she resigned employment with SFI. It also means that Solvay may directly solicit and hire an SFI employee who resigned his or her employment with SFI at least six months before the solicitation. Second, Solvay may immediately solicit and hire any SFI employee who is terminated after closing, provided that such employment is consistent with any continuing confidentiality, non-competition, or fiduciary obligations such employee may owe SFI or Dyneon.

The exception noted and the only person(s), by the terms of the Order to Hold Separate and Maintain Assets, expressly precluded from being retained by Solvay for a period of two years is the Solvay Fluoropolymers Manager (and any persons specifically retained by the Solvay Fluoropolymers Manager to assist in the management of SFI or related joint venture business, Alventia). Mr. Mularski, as indicated by the title he used in signing his letter, accepted the position of Solvay Fluoropolymers Manager.

#### Pension and Severance

The pension and severance benefit provisions of the Stock Purchase Agreement are the result of substantial negotiations between Solvay and Dyneon. The negotiated result is consistent with other recent 3M acquisitions and with 3M's current benefits programs for its 35,000 U.S. employees. Moreover, upon the closing of this acquisition, the SFI employees will become eligible for a comprehensive and competitive package of pay and benefit programs that 3M provides to these other 35,000 employees, and that helps make Dyneon and 3M

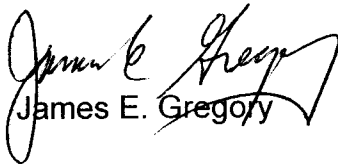
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an outstanding place to work. It is also worth noting that this package offers SFI employees several benefits that were not previously available to them at SFI.

As one reads Mr. Mularski's letter, there is an overriding sense that his primary objection to Dyneon's treatment of SFI employees is that they will no longer be Solvay employees. It is true they will no longer be Solvay employees. They will, however, be Dyneon/3M employees and we look forward to welcoming SFI employees to Dyneon and 3M.

We believe that Dyneon's acquisition of SFI will provide opportunities for employees that they may not otherwise have had and we look forward to working with these employees. Dyneon believes that its acquisition of SFI will result in a successful and viable company into the future and will do so with experienced, satisfied, and motivated employees.

Sincerely,

  
James E. Gregory