

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

In the Matter of

MAGNESIUM ELEKTRON NORTH AMERICA, INC.
a corporation.

File No. 091-0094

AGREEMENT CONTAINING CONSENT ORDERS

The Federal Trade Commission (“Commission”), having initiated an investigation of the acquisition by Magnesium Elektron North America, Inc. (“Magnesium Elektron”), hereinafter “Proposed Respondent,” of the assets of Revere Graphics Worldwide, Inc. (“Revere”), and it now appearing that Proposed Respondent is willing to enter into this Agreement Containing Consent Order (“Consent Agreement”) to divest certain assets and providing for other relief:

IT IS HEREBY AGREED by and between Proposed Respondent, by its duly authorized officers and attorneys, and counsel for the Commission that:

1. Proposed Respondent Magnesium Elektron North America, Inc. is a corporation organized, existing and doing business under and by virtue of the laws of State of Delaware, with its headquarters address located at 1001 College Street, Madison, Illinois 62060. Luxfer Holdings PLC (the ultimate parent entity of Magnesium Elektron, North America, Inc.) has its headquarters address at Anchorage Gateway, 5 Anchorage Quay, Salford, M50 3XE, England. Magnesium Elektron Ltd., a division of Luxfer Holdings PLC, has its mailing address as P.O. Box 23, Swinton, Manchester, M27 8DD.
2. Revere Graphics Worldwide, Inc., as of the date of the above-described acquisition, was a United States corporation with its headquarters address located at 5 Boundary Street, Plymouth, Massachusetts 02366.
3. Proposed Respondent admits all the jurisdictional facts set forth in the draft of Complaint here attached.
4. Proposed Respondent waives:
 - a. any further procedural steps;
 - b. the requirement that the Commission’s Decision and Order, which is attached hereto and made a part hereof, contain a statement of findings of fact and conclusions of law;

- c. all rights to seek judicial review or otherwise challenge or contest the validity of the Decision and Order entered pursuant to this Consent Agreement; and
 - d. any claim under the Equal Access to Justice Act.
5. The Commission may issue its Complaint in this matter at any time after it accepts the Consent Agreement for public comment.
6. Not later than thirty (30) days after the date this Consent Agreement is signed by the Proposed Respondent, the Proposed Respondent shall submit an initial report, pursuant to Section 2.33 of the Commission's Rules, 16 C.F.R. § 2.33. The Proposed Respondent shall also submit subsequent reports every thirty (30) days thereafter until the Decision and Order becomes final, at which time the reporting obligations contained in the Decision and Order (other than the requirement to submit an initial report pursuant to this Consent Agreement) shall control. Such reports shall be verified by the Proposed Respondent and set forth in detail the manner in which that Proposed Respondent has complied and will comply with the Decision and Order. Such reports will not become part of the public record unless and until the Consent Agreement and Decision and Order are accepted by the Commission for public comment.
7. In each report described in Paragraph 6, the Proposed Respondent shall provide sufficient information and documentation to enable the Commission to determine independently whether the Proposed Respondent is in compliance with this Consent Agreement and the Decision and Order. All reports shall be verified by a notarized signature or sworn statement of an employee of the Proposed Respondent specifically authorized to perform this function, or self verified in the manner set forth in 28 U.S.C. §1746. Section 2.41(a) of the Commission's Rules of Practice requires that an original and two (2) copies of all compliance reports be filed with the Commission. The Proposed Respondent shall file an original report and one (1) copy with the Secretary of the Commission, and shall send at least one (1) copy directly to the Bureau of Competition's Compliance Division.
8. This Consent Agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this Consent Agreement is accepted by the Commission, it, together with the draft of Complaint contemplated thereby, will be placed on the public record for a period of thirty (30) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this Consent Agreement and so notify Proposed Respondent, in which event it will take such action as it may consider appropriate, or issue or amend its Complaint (in such form as the circumstances may require) and issue its Decision and Order, in disposition of the proceeding.
9. This Consent Agreement is for settlement purposes only and does not constitute an admission by Proposed Respondent that the law has been violated as alleged in the draft of Complaint here attached, or that the facts as alleged in the draft Complaint, other than jurisdictional facts, are true.

10. This Consent Agreement contemplates that, if it is accepted by the Commission, the Commission may (a) issue and serve its Complaint corresponding in form and substance with the draft of Complaint here attached, and (b) make information public with respect thereto. If such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission may, without further notice to Proposed Respondent, issue the attached Decision and Order containing an order to divest and providing for other relief in disposition of the proceeding.
11. When final, the Decision and Order shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time provided by statute for other orders. The Decision and Order shall become final upon service. Delivery of the Complaint and the Decision and Order to Proposed Respondent by any means provided in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a) – including, but not limited to, delivery to an office within the United States of Peter Guryan, Esq.; of Fried, Frank, Harris, Shriver & Jacobson LLP; or of any other lawyer or law firm listed as Counsel for Magnesium Elektron North America Inc. on this Consent Agreement – shall constitute service as to Proposed Respondent. The Proposed Respondent waives any right it may have to any other manner of service. The Proposed Respondent also waives any right it may otherwise have to service of any Appendices incorporated by reference into the Decision and Order, and agrees that it is bound to comply with and will comply with the Decision and Order to the same extent as if it had been served with copies of the Appendices, where Proposed Respondent is already in possession of copies of such Appendices.
12. The Complaint may be used in construing the terms of the Decision and Order, and no agreement, understanding, representation, or interpretation not contained in the Decision and Order or the Consent Agreement may be used to limit or contradict the terms of the Decision and Order.
13. By signing this Consent Agreement, Proposed Respondent represents and warrants that it can accomplish the full relief contemplated by the attached Decision and Order (including effectuating all required divestitures, assignments, and transfers) and that all parents, subsidiaries, affiliates, and successors necessary to effectuate the full relief contemplated by this Consent Agreement are: (i) within the control of the parties to this Consent Agreement, or (ii) will be in the control of the parties to this Consent Agreement after the proposed acquisition.
14. By signing this Consent Agreement, Proposed Respondent represents and warrants that each Remedial Agreement (as defined in the Decision and Order) that has been submitted to the Commission at the time of this Consent Agreement for approval by the Commission in connection with the Commission's determination to make the Decision and Order final comports with all of the relevant requirements of the Decision and Order and requires Proposed Respondent to divest all assets required to be divested pursuant to the relevant requirements of the Decision and Order.

15. The Proposed Respondent agrees that it shall interpret each Remedial Agreement in a manner that is fully consistent with all of the relevant provisions and remedial purposes of the Decision and Order.
16. The Proposed Respondent has read the draft of Complaint and the Decision and Order contemplated hereby. The Proposed Respondent understands that once the Decision and Order has been issued, it will be required to file one or more compliance reports showing that it has fully complied with the Decision and Order.
17. The Proposed Respondent agrees to comply with the terms of the proposed Decision and Order from the date it signs this Consent Agreement. The Proposed Respondent further understands that it may be liable for civil penalties in the amount provided by law for each violation of the Decision and Order after it becomes final.

MAGNESIUM ELEKTRON NORTH AMERICA, INC.

By: _____
Chris Barnes
President
Magnesium Elektron North America Inc.
Date: _____

LUXFER HOLDINGS PLC

By: _____
Brian Purves
Chief Executive Officer
Luxfer Holdings Plc.

Peter Guryan, Esq.
Fried, Frank, Harris, Shriver & Jacobson LLP
Counsel for
Magnesium Elektron North America Inc. and
Luxfer Holdings Plc

FEDERAL TRADE COMMISSION

By: _____
Sebastian Lorigo
Attorney
Bureau of Competition

APPROVED:

By: _____
Catharine Moscatelli
Assistant Director
Bureau of Competition

Brendan McNamara
Deputy Assistant Director

Richard A. Feinstein
Director
Bureau of Competition
Date: _____

Norman Armstrong
Deputy Director
Bureau of Competition
Date: _____