

by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondents have violated the said Acts and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint and its Order to Hold Separate and Maintain Assets and having accepted the executed Agreement Containing Consent Orders and placed such Agreement Containing Consent Orders on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order ("Order"):

1. Respondent Lafarge S.A. is a corporation organized, existing and doing business under and by virtue of the laws of France, with its office and principal place of business located at 61 rue des Belles Feuilles, Paris, France. Lafarge S.A. owns more than 50% of the common stock of Lafarge Corporation, whose office and principal place of business in the United States is located at 12950 Worldgate Drive, Suite 600, Herndon, VA 20191.
2. Respondent Blue Circle Industries PLC is a company registered in England and Wales under number 66558 whose registered office is located at 84 Eccleston Square, London, England. Blue Circle Industries PLC does business in the United States through Blue Circle North America, Inc., Blue Circle, Inc., BlueChem, L.L.C. and other entities.
3. Respondent Blue Circle North America, Inc., a corporation controlled by Blue Circle PLC, is organized, existing and doing business under and by virtue of the laws of the State of Georgia, and has its office and principal place of business located at 1800 Parkway Place, Suite 1100, Marietta, GA 30067.
4. Respondent Blue Circle, Inc., a corporation controlled by Blue Circle PLC, is organized, existing and doing business under and by virtue of the laws of the State of Alabama, and has its office and principal place of business located at 1800 Parkway Place, Suite 1100, Marietta, GA 30067.
5. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondents and the proceeding is in the public interest.

ORDER

I.

IT IS HEREBY ORDERED that, as used in this Order, the following definitions shall apply:

- A. “Lafarge” means Lafarge S.A., its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by Lafarge S.A., including Lafarge Corporation, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Blue Circle PLC” means Blue Circle Industries PLC, Blue Circle North America, Inc. and Blue Circle, Inc., their directors, officers, employees, agents, representatives, successors, and assigns; their parents, subsidiaries, divisions, groups, and affiliates controlled by Blue Circle Industries PLC, Blue Circle North America, Inc., Blue Circle, Inc. and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “Chemical Lime” means Chemical Lime Company, a company organized under the laws of Nevada, with its office and principal place of business in the United States located at 3700 Hulen Street, Fort Worth, Texas 76107. The term “Chemical Lime” includes the directors, officers, employees, agents, representatives, successors, and assigns of Chemical Lime and the parents, subsidiaries, divisions, groups, and affiliates of Chemical Lime and their respective directors, officers, employees, agents, representatives, successors, and assigns.
- D. “BlueChem” means BlueChem, L.L.C., a limited liability company organized under the laws of Delaware, with its office and principal place of business in the United States located at 8039 Highway 25, Calera, Alabama. The term “BlueChem” includes the directors, officers, employees, agents, representatives, successors, and assigns of BlueChem and the parents, subsidiaries, divisions, groups, and affiliates of BlueChem and their respective directors, officers, employees, agents, representatives, successors, and assigns.
- E. “Eastern Lime” means Eastern Lime Holdings, L.P., a limited partnership organized under the laws of Delaware, with its office and principal place of business in the United States located at 8039 Highway 25, Calera, Alabama. The term “Eastern Lime” includes the directors, officers, employees, agents, representatives, successors, and assigns of Eastern Lime and the parents, subsidiaries, divisions, groups, and affiliates of Eastern Lime and

their respective directors, officers, employees, agents, representatives, successors, and assigns.

- F. “Commission” means the Federal Trade Commission.
- G. “Respondents” means Lafarge and Blue Circle PLC, individually and collectively.
- H. “Acquirer” means the Person approved by the Commission to acquire the Great Lakes Assets, the Solvay Assets or the Lime Assets.
- I. “Acquisition” means the proposed acquisition of Blue Circle PLC by Lafarge, as publicly announced by Respondents on January 8, 2001, and for which a filing pursuant to the Hart-Scott-Rodino Antitrust Improvements Act was made by Lafarge on February 16, 2000, and by Blue Circle PLC on March 6, 2000; and as further described in the January 8, 2001 Merger Agreement between Lafarge and Blue Circle PLC, and the January 25, 2001 Scheme Document presented to Blue Circle PLC shareholders.
- J. “Barges” means the following barges and tugs: “St. Marys Barge #1” (Canadian Flag), “St. Marys Barge #2” (Canadian Flag), “St. Marys Barge #3” (Barbados Flag), “Sea Eagle II Tug for St. Marys Barge #2” (Canadian Flag), and “Lewis G. Harriman” (U.S. Flag).
- K. “Bowmanville Plant” means Blue Circle PLC’s plant in Bowmanville, Ontario, Canada that manufactures, distributes and sells Cement.
- L. “Calera Site” means Blue Circle PLC’s real property located at 8039 Highway 25, Calera, Alabama on which the Lime Plant and Blue Circle PLC’s plant that produces Cement are located.
- M. “Carmeuse” means Carmeuse North America Group B.V., a private company organized under the laws of the Netherlands, with its office and principal place of business in the United States located at 390 East Joseph Orr Road, Chicago Heights, IL 60411. The term “Carmeuse” includes the directors, officers, employees, agents, representatives, successors, and assigns of Carmeuse North America Group B.V., and the subsidiaries, parents, divisions, groups, and affiliates of Carmeuse North America Group B.V. and their respective directors, officers, employees, agents, representatives, successors, and assigns.
- N. “Cement” means the product that is the result of the combination of calcium (normally from limestone), silicon, aluminum, iron and other raw materials, and that is produced by quarrying, crushing and grinding the raw materials, burning them in kilns at high temperatures, and then finely grinding the resulting pellets (“clinker”) with gypsum into an extremely fine powder. The term “Cement” includes, but is not limited to, portland cement, masonry and mortar cement, and the clinker that is ground to produce Cement.

- O. “Detroit Facility” means Blue Circle PLC’s grinding facility and terminal in Detroit, Michigan that grinds, distributes and sells Cement and Slag.
- P. “Divestiture Trustee” means the Divestiture Trustee(s) appointed pursuant to Paragraph VII of this Order.
- Q. “Effective Date of Divestiture of the Great Lakes Assets” means the date on which the divestiture of the Great Lakes Assets to the Great Lakes Assets Acquirer is consummated.
- R. “Effective Date of Divestiture of the Lime Assets” means the date on which the divestiture of the Lime Assets to the Lime Assets Acquirer is consummated.
- S. “Excluded Great Lakes Assets” means all the assets identified in Appendix A to this Order.
- T. “Excluded Lime Assets” means all the assets identified in Appendix A to this Order.
- U. “Excluded Solvay Assets” means all the assets identified in Appendix A to this Order.
- V. “Glens Falls Lehigh” means Glens Falls Lehigh Cement Company, a partnership organized, existing and doing business under and by virtue of the laws of New York, with its offices and principal place of business located at 313 Warren Street, Glens Falls, New York, its subsidiaries, divisions, groups and affiliates proposing to acquire the Solvay Assets that receives the prior approval of the Commission to acquire the Solvay Assets.
- W. “Great Lakes Assets” means all of Blue Circle PLC’s rights, titles, and interests in and to all assets, properties, business and goodwill, tangible or intangible, used to operate the Great Lakes Business in the ordinary course and in accordance with past practice, including, but not limited to (i) the Bowmanville Plant, the St. Marys Plant, the Detroit Facility, the Great Lakes Terminals, the Barges, Hutton Transport, the Ready-Mix Operations, the Unused Great Lakes Terminals, and the Great Lakes Slag Joint Venture, (ii) all real property (together with appurtenances, licenses and permits) owned, leased or otherwise held by Blue Circle PLC and used to operate the Great Lakes Business, (iii) all personal property owned, leased or otherwise held by Blue Circle PLC and used to operate the Great Lakes Business, (iv) all intellectual property owned by or licensed to Blue Circle PLC used in the Great Lakes Business, including but not limited to, trademarks, patents, mask works, copyrights, trade secrets, research materials, technical information, management information systems, software, inventions, test data, technological know-how, licenses, registrations, submissions, approvals, technology, specifications, designs, drawings, processes, recipes, protocols, and formulas, (v) all rights of Blue Circle PLC relating to the Great Lakes Business under any contract entered into

with customers (together with associated bid and performance bonds), suppliers, sales representatives, distributors, agents, personal property lessors, personal property lessees, licensors, licensees, consignors and consignees, and joint venture partners, (vi) all governmental approvals, consents, licenses, permits, waivers, or other authorizations held by Blue Circle PLC and used to operate the Great Lakes Business, (vii) all rights of Blue Circle PLC relating to the Great Lakes Business under any warranty and guarantee, express or implied, (viii) all books, records, and files held by Blue Circle PLC relating to the Great Lakes Business, (ix) all plant facilities, machinery, equipment, furniture, fixtures, tools, vehicles, transportation and storage facilities, and supplies held by Blue Circle PLC and used to operate the Great Lakes Business, (x) all rights in and to inventories of products, raw materials, supplies and parts, including work-in-process and finished goods held by Blue Circle PLC and used in the Great Lakes Business, (xi) all customer and vendor lists, catalogs, sales promotion literature, and advertising materials held by Blue Circle PLC and used in the Great Lakes Business, (xii) all rights in and to quarries and pits (together with appurtenances, licenses and permits) owned, leased or otherwise held by Blue Circle PLC and used to operate the Great Lakes Business, and (xiii) all items of prepaid expense held by Blue Circle PLC and used in the Great Lakes Business; provided, however, that the Great Lakes Assets do not include the Excluded Great Lakes Assets.

- X. “Great Lakes Assets Acquirer” means the Person approved by the Commission to acquire the Great Lakes Assets.
- Y. “Great Lakes Assets Purchase Agreement” means the Commission-approved agreement (including, but not limited to, all related agreements, schedules, exhibits and appendices) to be entered into between Lafarge and the Great Lakes Assets Acquirer for sale of the Great Lakes Assets by Lafarge to the Great Lakes Assets Acquirer.
- Z. “Great Lakes Business” means the research, development, manufacture, distribution, or sale of Cement and Slag at or by the Bowmanville Plant, the St. Marys Plant, the Detroit Facility, the Great Lakes Terminals, the Unused Great Lakes Terminals, the Barges, Hutton Transport, and the Ready-Mix Operations. The Great Lakes Business includes all of Blue Circle PLC’s rights, titles and interests in and to the Great Lakes Slag Joint Venture.
- AA. “Great Lakes Employees” means employees of Blue Circle PLC who worked at least one hundred (100) work days for the Great Lakes Business during the twelve-month period prior to the Effective Date of Divestiture of the Great Lakes Assets.
- BB. “Great Lakes Hold Separate Trustee Agreement” means the Commission-approved agreement entered into between Lafarge and the trustee appointed by the Commission for the Great Lakes Assets pursuant to the Hold Separate.

- CC. “Great Lakes Key Employees” means any Great Lakes Employees identified as such in the Great Lakes Assets Purchase Agreement.
- DD. “Great Lakes Slag Joint Venture” means the joint venture between Blue Circle PLC and St. Lawrence Cement Inc. (“St. Lawrence”) as set forth in the Share Purchase and Shareholder Agreement by and among St. Lawrence, Blue Circle PLC and Great Lakes Slag Inc., dated March 27, 2000, pursuant to which Blue Circle PLC purchases 50% of the annual output of Slag from Algoma Steel Inc.’s steel plant in Sault Ste. Marie, Ontario, Canada.
- EE. “Great Lakes Terminals” means Blue Circle PLC’s terminals located in Buffalo, New York, Cleveland, Ohio, Grand Rapids, Michigan, Green Bay, Wisconsin, Milwaukee, Wisconsin, Schoolcraft, Michigan and Waukegan, Illinois which store, distribute and sell Cement.
- FF. “Hold Separate” means the Order to Hold Separate and Maintain Assets incorporated into and made a part of the Agreement Containing Consent Orders.
- GG. “Hutton Transport” means Hutton Transport Limited, a company organized under the laws of Ontario, Canada and a wholly-owned subsidiary of Blue Circle PLC.
- HH. “Independent Auditor” means the Independent Auditor(s) appointed pursuant to Paragraph VI of this Order.
- II. “Lime” means the product that is the result of the quarrying, crushing and grinding of limestone, and burning it in kilns at high temperatures. The term “Lime” includes, but is not limited to, quicklime, dolomitic lime and hydrated lime.
- JJ. “Lime Assets” means all of Respondents’ rights, titles, and interests in and to all assets, properties, business and goodwill, tangible or intangible, used to operate the Lime Business in the ordinary course and in accordance with past practice, including, but not limited to (i) the Lime Plant, (ii) all real property (together with appurtenances, licenses and permits) owned, leased or otherwise held by Respondents and used to operate the Lime Business, (iii) all personal property owned, leased or otherwise held by Respondents and used to operate the Lime Business, (iv) all intellectual property owned by or licensed to Respondents relating to the Lime Business, including but not limited to, trademarks, patents, mask works, copyrights, trade secrets, research materials, technical information, management information systems, software, inventions, test data, technological know-how, licenses, registrations, submissions, approvals, technology, specifications, designs, drawings, processes, recipes, protocols, and formulas, (v) all rights of Respondents relating to the Lime Business under any contract entered into with customers (together with associated bid and performance bonds), suppliers, sales representatives,

distributors, agents, personal property lessors, personal property lessees, licensors, licensees, consignors and consignees, and joint venture partners, (vi) all governmental approvals, consents, licenses, permits, waivers, or other authorizations held by Respondents and used to operate the Lime Business, (vii) all rights of Respondents relating to the Lime Business under any warranty and guarantee, express or implied, (viii) all books, records, and files held by Respondents relating to the Lime Business, (ix) all plant facilities, machinery, equipment, furniture, fixtures, tools, vehicles, transportation and storage facilities, and supplies held by Respondents and used to operate the Lime Business, (x) all rights in and to inventories of products, raw materials, supplies and parts, including work-in-process and finished goods held by Respondents and used to operate the Lime Business, (xi) all customer and vendor lists, catalogs, sales promotion literature, and advertising materials held by Respondents relating to the Lime Business, and (xii) all items of prepaid expense held by Respondents and used in the Lime Business; provided, however, that the Lime Assets do not include the Excluded Lime Assets.

- KK. “Lime Assets Acquirer” means the Person approved by the Commission to acquire the Lime Assets.
- LL. “Lime Assets Purchase Agreement” means the Commission-approved agreement (including, but not limited to, all related agreements, schedules, exhibits and appendices) to be entered into between Lafarge and the Lime Assets Acquirer for sale of the Lime Assets by Lafarge to the Lime Assets Acquirer. The Lime Assets Purchase Agreement includes the Lime Rock Supply Agreement and Lime Site Services Agreement.
- MM. “Lime Business” means the research, development, manufacture, distribution, or sale of Lime at or by the Lime Plant.
- NN. “Lime Employees” means employees of Blue Circle PLC who worked at least one hundred (100) work days for the Lime Business during the twelve-month period prior to the Effective Date of Divestiture of the Lime Assets.
- OO. “Lime Hold Separate Trustee Agreement” means the Commission-approved agreement entered into between Lafarge and the trustee appointed by the Commission for the Lime Assets pursuant to the Hold Separate.
- PP. “Lime JV” means the joint venture created by Blue Circle PLC, Chemical Lime and BlueChem on or about December 20, 2000 to own and control the Lime Assets, and that operates under the name Eastern Lime Holdings, L.P.
- QQ. “Lime Key Employees” means any Lime Employees identified as such in the Lime Assets Purchase Agreement.

- RR. “Lime Off-Take Agreement” means the agreement between Eastern Lime and Chemical Lime pursuant to which Eastern Lime will supply to Chemical Lime the volumes of Lime listed in Confidential Appendix E for the five-year period following the date on which Chemical Lime divests to Blue Circle PLC all other rights, titles, and interests in and to the Lime JV and the Lime Assets.
- SS. “Lime Plant” means the Lime production facility located at 8039 Highway 25, Calera, Alabama that manufactures, distributes and sells Lime.
- TT. “Lime Rock Supply Agreement” means the agreement to be entered into between Lafarge and the Lime Assets Acquirer, and incorporated into the Lime Assets Purchase Agreement, by which Lafarge will supply lime rock to the Lime Assets Acquirer on terms agreed by the Lime Assets Acquirer and approved by the Commission.
- UU. “Lime Site Services Agreement” means the agreement to be entered into between Lafarge and the Lime Assets Acquirer, and incorporated into the Lime Assets Purchase Agreement, by which Lafarge will provide site services at the Calera Site to the Lime Assets Acquirer on terms agreed by the Lime Assets Acquirer and approved by the Commission.
- VV. “Non-Public Great Lakes Information” means any information relating to the Great Lakes Assets not in the public domain. Non-Public Great Lakes Information shall not include: (i) information that subsequently falls within the public domain through no violation of this Order by Respondents or breach of a confidentiality or non-disclosure agreement with respect to such information; (ii) information independently developed by Respondents without reference to or use of Non-Public Great Lakes Information; and (iii) information that is required to be disclosed by law.
- WW. “Non-Public Lime Information” means any information relating to the Lime Assets not in the public domain and any information obtained by Respondents in the course of performing Respondents’ obligations under the Lime Rock Supply Agreement or the Lime Site Services Agreement. Non-Public Lime Information shall not include: (i) information that subsequently falls within the public domain through no violation of this Order by Respondents or breach of a confidentiality or non-disclosure agreement with respect to such information; (ii) information independently developed by Respondents without reference to or use of Non-Public Lime Information; and (iii) information that is required to be disclosed by law.
- XX. “Non-Public Solvay Information” means any information relating to the Solvay Assets not in the public domain. Non-Public Solvay Information shall not include: (i) information that subsequently falls within the public domain through no violation of this Order by Respondents or breach of a confidentiality or non-disclosure agreement with respect to

such information; (ii) information independently developed by Respondents without reference to or use of Non-Public Solvay Information; and (iii) information that is required to be disclosed by law.

- YY. “Person” means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity.
- ZZ. “Railcars” means the 30 railcars identified in Confidential Appendix D hereto and owned by Blue Circle PLC.
- AAA. “Ready-Mix Operations” means the 39 ready-mix operations identified on Appendix C hereto.
- BBB. “Slag” means the by-product from the manufacture of steel that is ground into a powder, and sold as a product that can be used as an input into Cement.
- CCC. “Solvay Assets” means all of Blue Circle PLC’s rights, titles, and interests in and to all assets, properties, business and goodwill, tangible or intangible, used to operate the Solvay Terminal in the ordinary course and in accordance with past practice, including, but not limited to (i) the Solvay Terminal, (ii) all real property (together with appurtenances, licenses and permits) owned, leased or otherwise held by Blue Circle PLC and used to operate the Solvay Terminal, (iii) all personal property owned, leased or otherwise held by Blue Circle PLC and used to operate the Solvay Terminal, (iv) all rights of Blue Circle PLC relating to the Solvay Terminal under any contract entered into with customers (together with associated bid and performance bonds), suppliers, sales representatives, distributors, agents, personal property lessors, personal property lessees, licensors, licensees, consignors and consignees, and joint venture partners, (v) all governmental approvals, consents, licenses, permits, waivers, or other authorizations held by Blue Circle PLC and used to operate the Solvay Terminal, (vi) all rights of Blue Circle PLC relating to the Solvay Terminal under any warranty and guarantee, express or implied, (vii) all books, records, and files held by Blue Circle PLC relating to the Solvay Terminal, (viii) all facilities, machinery, equipment, furniture, fixtures, tools, vehicles, transportation and storage facilities, and supplies held by Blue Circle PLC and used to operate the Solvay Terminal; provided, however, that the Solvay Assets do not include the Railcars, (ix) all rights in and to inventories of Cement at the Solvay Terminal, including Cement contained in any Railcars at the Solvay Terminal and Cement contained in Railcars in transit to the Solvay Terminal, and supplies and parts held by Blue Circle PLC and used to operate the Solvay Terminal, (x) all customer and vendor lists of the Solvay Terminal, and (xi) all items of prepaid expense used to operate the Solvay Terminal; provided, however, that the Solvay Assets do not include the Excluded Solvay Assets.

- DDD. “Solvay Assets Acquirer” means the Person approved by the Commission to acquire the Solvay Assets.
- EEE. “Solvay Assets Purchase Agreement” means the Commission-approved agreement (including, but not limited to, all related agreements, schedules, exhibits, and appendices) to acquire the Solvay Assets between Lafarge and the Solvay Assets Acquirer, including the Purchase and Sale Agreement by and among Lafarge and Glens Falls Lehigh, dated March 29, 2001, including all related agreements, schedules, exhibits, and appendices (attached hereto as Confidential Appendix F).
- FFF. “Solvay Employees” means the employees of Blue Circle PLC identified in Schedule 6.1 of the Solvay Assets Purchase Agreement.
- GGG. “Solvay Terminal” means the Blue Circle PLC terminal located in Solvay, New York that stores, distributes and sells Cement.
- HHH. “St. Marys Plant” means Blue Circle PLC’s plant in St. Marys, Ontario, Canada that manufactures, distributes and sells Cement.
- III. “Unused Great Lakes Terminals” means Blue Circle PLC’s terminals in South Beloit, Illinois and Coniston, Ontario, Canada.

II.

IT IS FURTHER ORDERED that:

- A. Blue Circle PLC and Lafarge shall divest the Great Lakes Assets, absolutely and in good faith and at no minimum price, to the Great Lakes Assets Acquirer no later than 180 days from the date upon which Blue Circle PLC and Lafarge consummate the Acquisition; provided, however, that nothing in this Paragraph II requires Blue Circle PLC and Lafarge to divest the Excluded Great Lakes Assets. This Paragraph II shall not require Blue Circle PLC and Lafarge to divest the Unused Great Lakes Terminals if the Commission approves the divestiture without such assets.
- B. Respondents shall divest the Great Lakes Assets only to an Acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission.
- C. For a period of up to six months from the Effective Date of Divestiture of the Great Lakes Assets:
1. At the request of the Great Lakes Assets Acquirer, Blue Circle PLC and Lafarge

shall provide technical assistance and advice sufficient to enable the Great Lakes Assets Acquirer to obtain governmental approvals necessary to operate the Great Lakes Business.

2. At the request of the Great Lakes Assets Acquirer, Blue Circle PLC and Lafarge shall provide such technical assistance as is necessary to enable the Great Lakes Assets Acquirer to conduct the Great Lakes Business in substantially the same manner as Blue Circle PLC operated the Great Lakes Business at the time of the announcement of the Acquisition.
 3. Blue Circle PLC and Lafarge shall receive no compensation for providing the assistance required pursuant to Paragraph II.C of this Order that exceeds the out-of-pocket costs associated with providing such technical assistance and the direct cost of the material and labor to provide such assistance.
- D. Blue Circle PLC and Lafarge shall allow the Great Lakes Assets Acquirer an opportunity to employ any Great Lakes Employees:
1. Not later than thirty days before the Effective Date of Divestiture of the Great Lakes Assets, Blue Circle PLC and Lafarge shall, to the extent permissible under applicable laws, (i) provide to the Great Lakes Assets Acquirer a list of all Great Lakes Employees, (ii) allow the Great Lakes Assets Acquirer an opportunity to interview any Great Lakes Employees, and (iii) allow the Great Lakes Assets Acquirer to inspect the personnel files and other documentation relating to such Great Lakes Employees.
 2. Blue Circle PLC and Lafarge shall, to the extent permissible under applicable laws, (i) not offer any incentive to any Great Lakes Employee to decline employment with the Great Lakes Assets Acquirer, (ii) remove any contractual impediments with Blue Circle PLC and Lafarge that may deter any Great Lakes Employee from accepting employment with the Great Lakes Assets Acquirer, including, but not limited to, any non-compete or confidentiality provisions of employment or other contracts with Blue Circle PLC and Lafarge that would affect the ability of the Great Lakes Employee to be employed by the Great Lakes Assets Acquirer, (iii) not interfere with the employment by the Great Lakes Assets Acquirer of any Great Lakes Employee, (iv) continue employee benefits offered by Blue Circle PLC and Lafarge until the divestiture has been completed, including regularly scheduled raises and bonuses, and regularly scheduled vesting of all pension benefits, and (v) pay a bonus to Great Lakes Key Employees who accept an offer of employment from the Great Lakes Assets Acquirer no later than thirty (30) days from the date Blue Circle PLC and Lafarge divest the Great Lakes Assets, pursuant to the terms set forth in Confidential Appendix B to this Order.

3. For a period of one year from the date this Order becomes final, Blue Circle PLC and Lafarge shall not, directly or indirectly, solicit, hire or enter into any arrangement for the services of any Great Lakes Employee employed by the Great Lakes Assets Acquirer, unless the Great Lakes Employee's employment has been terminated by the Great Lakes Assets Acquirer.
- E. Pending divestiture of the Great Lakes Assets and subject to the Hold Separate, Blue Circle PLC and Lafarge shall maintain the viability, marketability, and competitiveness of the Great Lakes Assets, and shall not cause the wasting or deterioration of the Great Lakes Assets, nor shall they cause the Great Lakes Assets to be operated in a manner inconsistent with applicable laws, nor shall they sell, transfer, encumber or otherwise impair the viability, marketability or competitiveness of the Great Lakes Assets. Blue Circle PLC and Lafarge shall comply with the terms of this paragraph until such time as Blue Circle PLC and Lafarge or the Divestiture Trustee have divested the Great Lakes Assets pursuant to the terms of this Order. Blue Circle PLC and Lafarge shall conduct the business of the Great Lakes Assets in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance efforts) and shall use their best efforts to preserve the existing relationships with suppliers, customers, employees, and others having business relationships with the Great Lakes Assets in the ordinary course of business and in accordance with past practice. Blue Circle PLC and Lafarge shall not terminate the operations of any Great Lakes Assets. Blue Circle PLC and Lafarge shall use their best efforts to keep the organization and properties of the Great Lakes Assets intact, including current business operations, physical facilities and working conditions, and a work force of equivalent size, training, and expertise associated with the Great Lakes Assets.
- F. The purpose of the divestiture of the Great Lakes Assets is to ensure the continued use of the Great Lakes Assets in the same business in which the Great Lakes Assets were engaged at the time of the announcement of the proposed Acquisition by Blue Circle PLC and Lafarge and to remedy the lessening of competition alleged in the Commission's complaint.

III.

IT IS FURTHER ORDERED that:

- A. Blue Circle PLC and Lafarge shall divest the Solvay Assets, absolutely and in good faith, to Glens Falls Lehigh pursuant to and in accordance with the Solvay Assets Purchase Agreement, no later than 20 business days from the date upon which Blue Circle PLC and Lafarge consummate the Acquisition; provided, however, that nothing in this Paragraph III requires Blue Circle PLC and Lafarge to divest the Excluded Solvay Assets.

- B. If, at the time the Commission determines to make this Order final, the Commission determines that Glens Falls Lehigh is not acceptable as the Solvay Assets Acquirer or that the Solvay Assets Purchase Agreement is not an acceptable manner of divestiture, and so notifies Blue Circle PLC and Lafarge, Blue Circle PLC and Lafarge shall immediately terminate or rescind the Solvay Assets Purchase Agreement with Glens Falls Lehigh and divest the Solvay Assets at no minimum price, absolutely and in good faith, to another Person that receives the prior approval of the Commission and in a manner that receives the prior approval of the Commission, no later than 120 days from the date this Order becomes final.
- C. Blue Circle PLC and Lafarge shall comply with all terms of the Solvay Assets Purchase Agreement which shall be incorporated by reference and made a part of this Order. Failure by Blue Circle PLC and Lafarge to perform under or comply with the Solvay Assets Purchase Agreement shall also constitute a violation of this Order. Notwithstanding any paragraph, section, or other provision of the Solvay Assets Purchase Agreement, Blue Circle PLC and Lafarge shall not, without the prior approval of the Commission, modify any term of the Solvay Assets Purchase Agreement or fail to satisfy each condition to the Solvay Assets Acquirer's obligation to acquire the Solvay Assets (whether or not waived). The terms of the Solvay Assets Purchase Agreement shall not be construed to vary from or contradict the terms of this Order.
- D. For a period of up to six months from the date Blue Circle PLC and Lafarge divest the Solvay Assets pursuant to Paragraph III.A of this Order:
1. At the request of the Solvay Assets Acquirer, Blue Circle PLC and Lafarge shall provide technical assistance and advice sufficient to enable the Solvay Assets Acquirer to obtain governmental approvals necessary to operate the Solvay Terminal.
 2. At the request of the Solvay Assets Acquirer, Blue Circle PLC and Lafarge shall provide technical assistance as is necessary to enable the Solvay Assets Acquirer to operate the Solvay Terminal in substantially the same manner as Blue Circle PLC operated the Solvay Terminal at the time of the announcement of the Acquisition.
 3. Blue Circle PLC and Lafarge shall receive no compensation for providing the assistance required pursuant to Paragraph III.D of this Order that exceeds the out-of-pocket costs associated with providing such technical assistance and the direct cost of the material and labor to provide such assistance.
- E. Blue Circle PLC and Lafarge shall allow the Solvay Assets Acquirer an opportunity to enter into an employment contract with any Solvay Employees:

1. Not later than thirty days before the date the Solvay Assets are divested, Blue Circle PLC and Lafarge shall, to the extent permissible under applicable laws, (i) provide to the Solvay Assets Acquirer a list of all Solvay Employees, (ii) allow the Solvay Assets Acquirer an opportunity to interview any Solvay Employees, and (iii) allow the Solvay Assets Acquirer to inspect the personnel files and other documentation relating to such Solvay Employees.
 2. Blue Circle PLC and Lafarge shall, to the extent permissible under applicable laws, (i) not offer any incentive to any Solvay Employee to decline employment with the Solvay Assets Acquirer, (ii) remove any contractual impediments with Blue Circle PLC and Lafarge that may deter any Solvay Employee from accepting employment with the Solvay Assets Acquirer, including, but not limited to, any non-compete or confidentiality provisions of employment or other contracts with Blue Circle PLC and Lafarge that would affect the ability of the Solvay Employee to be employed by the Solvay Assets Acquirer, (iii) not interfere with the employment by the Solvay Assets Acquirer of any Solvay Employee, and (iv) continue employee benefits offered by Blue Circle PLC and Lafarge until the divestiture has been completed, including regularly scheduled raises and bonuses, and regularly scheduled vesting of all pension benefits.
 3. For a period of one year from the date this Order becomes final, Blue Circle PLC and Lafarge shall not, directly or indirectly, solicit, hire or enter into any arrangement for the services of any Solvay Employee employed by the Solvay Assets Acquirer, unless the Solvay Employee's employment has been terminated by the Solvay Assets Acquirer.
- F. Pending divestiture of the Solvay Assets, Blue Circle PLC and Lafarge shall maintain the viability, marketability, and competitiveness of the Solvay Assets, and shall not cause the wasting or deterioration of the Solvay Assets, nor shall they cause the Solvay Assets to be operated in a manner inconsistent with applicable laws, nor shall they sell, transfer, encumber or otherwise impair the viability, marketability or competitiveness of the Solvay Assets. Blue Circle PLC and Lafarge shall comply with the terms of this paragraph until such time as Blue Circle PLC and Lafarge or the Divestiture Trustee have divested the Solvay Assets pursuant to the terms of this Order. Blue Circle PLC and Lafarge shall conduct the business of the Solvay Assets in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance efforts) and shall use their best efforts to preserve the existing relationships with suppliers, customers, employees, and others having business relationships with the Solvay Assets in the ordinary course of business and in accordance with past practice. Blue Circle PLC and Lafarge shall not terminate the operations of any Solvay Assets. Blue Circle PLC and Lafarge shall use their best efforts to keep the organization and properties of the Solvay Assets

intact, including current business operations, physical facilities and working conditions, and a work force of equivalent size, training, and expertise associated with the Solvay Assets.

- G. The purpose of the divestiture of the Solvay Assets is to ensure the continued use of the Solvay Assets in the same business in which the Solvay Assets were engaged at the time of the announcement of the proposed Acquisition by Blue Circle PLC and Lafarge and to remedy the lessening of competition alleged in the Commission's complaint.

IV.

IT IS FURTHER ORDERED that:

- A. Blue Circle PLC shall acquire from Chemical Lime all of Chemical Lime's rights, titles, and interests in and to the Lime JV and the Lime Assets (other than the Lime Off-Take Agreement), absolutely and in good faith by no later than the date upon which Lafarge and Blue Circle PLC consummate the Acquisition. Lafarge and Blue Circle PLC shall not consummate the Acquisition unless and until Chemical Lime has divested all of its rights, titles, and interests in and to the Lime JV and the Lime Assets (other than the Lime Off-Take Agreement), absolutely and in good faith, to Blue Circle PLC effective no later than the consummation of the Acquisition.
- B. Respondents shall divest the Lime Assets (subject to the Lime Off-Take Agreement), absolutely and in good faith and at no minimum price, to the Lime Assets Acquirer no later than 180 days from the date upon which Lafarge and Blue Circle PLC consummate the Acquisition, provided, however, that nothing in this Paragraph IV requires Blue Circle PLC and Lafarge to divest the Excluded Lime Assets.
- C. Respondents shall divest the Lime Assets only to an Acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission.
- D. Respondents shall not divest the Lime Assets to Chemical Lime or Carmeuse.
- E. For a period of up to six months from the Effective Date of Divestiture of the Lime Assets:
1. At the request of the Lime Assets Acquirer, Blue Circle PLC and Lafarge shall provide technical assistance and advice sufficient to enable the Lime Assets Acquirer to obtain governmental approvals necessary to operate the Lime Business.

2. At the request of the Lime Assets Acquirer, Blue Circle PLC and Lafarge shall provide such technical assistance as is necessary to enable the Lime Assets Acquirer to conduct the Lime Business in substantially the same manner as Blue Circle PLC operated the Lime Business at the time of the announcement of the Acquisition.
 3. Blue Circle PLC and Lafarge shall receive no compensation for providing the assistance required pursuant to Paragraph IV.E of this Order that exceeds the out-of-pocket costs associated with providing such technical assistance and the direct cost of material and labor to provide such assistance.
- F. Blue Circle PLC and Lafarge shall allow the Lime Assets Acquirer an opportunity to employ any Lime Employees:
1. No later than thirty days before the Effective Date of Divestiture of the Lime Assets, Blue Circle PLC and Lafarge shall, to the extent permissible under applicable laws, (i) provide to the Lime Assets Acquirer a list of all Lime Employees, (ii) allow the Lime Assets Acquirer an opportunity to interview any Lime Employees, and (iii) allow the Lime Assets Acquirer to inspect the personnel files and other documentation relating to such Lime Employees.
 2. Blue Circle PLC and Lafarge shall, to the extent permissible under applicable laws, (i) not offer any incentive to any Lime Employee to decline employment with the Lime Assets Acquirer, (ii) remove any contractual impediments with Blue Circle PLC and Lafarge that may deter any Lime Employee from accepting employment with the Lime Assets Acquirer, including, but not limited to, any non-compete or confidentiality provisions of employment or other contracts with Blue Circle PLC and Lafarge that would affect the ability of the Lime Employee to be employed by the Lime Assets Acquirer, (iii) not interfere with the employment by the Lime Assets Acquirer of any Lime Employee, (iv) continue employee benefits offered by Blue Circle PLC and Lafarge until the divestiture has been completed, including regularly scheduled raises and bonuses, and regularly scheduled vesting of all pension benefits, and (v) pay a bonus to Lime Key Employees who accept an offer of employment from the Lime Assets Acquirer no later than thirty (30) days from the date Blue Circle PLC and Lafarge divest the Lime Assets, pursuant to the terms set forth in Confidential Appendix B to this Order.
 3. For a period of one year from the Effective Date of Divestiture of the Lime Assets, Blue Circle PLC and Lafarge shall not, directly or indirectly, solicit, hire or enter into any arrangement for the services of any Lime Employee employed by the Lime Assets Acquirer, unless the Lime Employee's employment has been terminated by the Lime Assets Acquirer.

- G. Pending divestiture of the Lime Assets and subject to the Hold Separate, Blue Circle PLC and Lafarge shall maintain the viability, marketability, and competitiveness of the Lime Assets, and shall not cause the wasting or deterioration of the Lime Assets, nor shall they cause the Lime Assets to be operated in a manner inconsistent with applicable laws, nor shall they sell, transfer, encumber or otherwise impair the viability, marketability or competitiveness of the Lime Assets. Respondents shall comply with the terms of this paragraph until such time as Respondents or the Divestiture Trustee have divested the Lime Assets pursuant to the terms of this Order. Blue Circle PLC and Lafarge shall conduct the business of the Lime Assets in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance efforts) and shall use their best efforts to preserve the existing relationships with suppliers, customers, employees, and others having business relationships with the Lime Assets in the ordinary course of business and in accordance with past practice. Blue Circle PLC and Lafarge shall not terminate the operations of any Lime Assets. Blue Circle PLC and Lafarge shall use their best efforts to keep the organization and properties of the Lime Assets intact, including current business operations, physical facilities and working conditions, and a work force of equivalent size, training, and expertise associated with the Lime Assets.
- H. The purpose of the divestiture of the Lime Assets is to ensure the continued use of the Lime Assets in the same business in which the Lime Assets were engaged at the time of the announcement of the proposed Acquisition by Blue Circle PLC and Lafarge and to remedy the lessening of competition alleged in the Commission's complaint.

V.

IT IS FURTHER ORDERED that:

- A. Respondents shall (i) not provide, disclose or otherwise make available any Non-Public Great Lakes Information, any Non-Public Solvay Information or any Non-Public Lime Information to any Person, (ii) not use any Non-Public Great Lakes Information, any Non-Public Solvay Information, or any Non-Public Lime Information for any reason or purpose other than those set out in this Paragraph V, and (iii) enforce the terms of this Paragraph V.A as to any Person and take such action as is necessary to cause each Person to comply with the terms of this Paragraph V.A, including all actions that Respondents would take to protect their own trade secrets and confidential information; provided, however, that Respondents may disclose Non-Public Great Lakes Information to the Great Lakes Assets Acquirer, Non-Public Solvay Information to the Solvay Assets Acquirer, and Non-Public Lime Information to the Lime Assets Acquirer and their respective directors, officers, employees, agents and representatives, in connection with the divestiture requirements set forth in Paragraphs II, III and IV of this Order.

- B. Notwithstanding Paragraph V.A of this Order and subject to the Hold Separate:
1. Respondents may use Non-Public Great Lakes Information, Non-Public Solvay Information or Non-Public Lime Information in the operation or sale process of the Great Lakes Assets, the Solvay Assets and the Lime Assets, respectively, prior to divesting such assets.
 2. Respondents may provide, disclose, make available, or use Non-Public Great Lakes Information, Non-Public Solvay Information or Non-Public Lime Information only as is necessary to provide the technical assistance services pursuant to Paragraphs II, III and IV, respectively, of this Order, subject to the conditions set forth in Paragraph V.B.4 of this Order.
 3. Respondents may provide, disclose, make available, or use Non-Public Lime Information only as is necessary to perform their obligations under the Lime Rock Supply Agreement and Lime Site Services Agreement, subject to the conditions set forth in Paragraph V.B.4 of this Order.
 4. Respondents shall (i) provide, disclose, or otherwise make available Non-Public Great Lakes Information, Non-Public Solvay Information or Non-Public Lime Information only to those Persons working for Respondents and having a need to know and who agree in writing to maintain the confidentiality of such information and (ii) use any Non-Public Great Lakes Information, Non-Public Solvay Information or Non-Public Lime Information solely for the purposes set forth in this Paragraph V.
 5. Respondents shall enforce the terms of this Paragraph V.B as to any Person and take such action as is necessary to cause each such Person to comply with the terms of this Paragraph V.B, including all actions that Respondents would take to protect their own trade secrets and confidential information.

VI.

IT IS FURTHER ORDERED that:

- A. At any time after execution of the Agreement Containing Consent Orders, the Commission may appoint one or more Persons to serve as Independent Auditor for the purpose of monitoring Respondents' compliance with Paragraph IV of this Order:
1. The Commission may appoint William M. Troutman, to whose appointment Respondents have previously consented, to serve as the Independent Auditor for the Lime Assets.

2. The Commission may select someone other than William M. Troutman to serve as the Independent Auditor for the Lime Assets, subject to the consent of Respondents, which consent shall not be unreasonably withheld. Respondents shall be deemed to have consented to the selection of the proposed substitute Independent Auditor if Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Independent Auditor within ten (10) days after Respondents' receipt of written notice from the staff of the Commission of the identity of the proposed substitute Independent Auditor.
 3. Within ten (10) days after appointment of the Independent Auditor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, transfers to the Independent Auditor all rights and powers necessary to permit the Independent Auditor to perform his or her obligations under Paragraphs IV and VI of this Order.
 4. The Independent Auditor shall serve, without bond or other security, at the cost and expense of Respondents, on reasonable and customary terms and conditions, subject to the approval of the Commission.
 5. If the Independent Auditor has ceased to act or failed to act diligently, or if the Independent Auditor resigns for any reason, the Commission may appoint a substitute Independent Auditor in the same manner provided by this Order for appointment of the initial Independent Auditor.
 6. The Independent Auditor's power and duties under this Paragraph shall terminate the earlier of (i) ten (10) years from the date on which this Order becomes final, or (ii) the date on which all the agreements that comprise the Lime Assets Purchase Agreement have terminated or expired.
- B. An Independent Auditor appointed pursuant to Paragraph VI.A of this Order shall have all the powers and duties necessary, and may do all such acts and things required to be done, to monitor Respondents' compliance with Paragraph IV of this Order. In addition to the powers and duties provided to the Independent Auditor by this Order, the Independent Auditor shall:
1. Employ such consultants, accountants, attorneys, and other representatives and assistants as may be necessary to assist the Independent Auditor to perform his or her duties under this Paragraph VI;
 2. Account for all expenses incurred, including fees for the Independent Auditor's services and the services of any person employed by the Independent Auditor, in

the course of performing his or her duties under this Paragraph VI;

3. Sign a confidentiality agreement, if requested by Respondents, prohibiting the use, or disclosure to anyone other than the Commission or persons employed by the Independent Auditor, of any confidential information gained as a result of his or her role as Independent Auditor and providing for the return of any confidential information upon termination of the Independent Auditor's duties; and
 4. Report in writing to the Commission concerning Respondents' compliance with Paragraph IV of this Order (i) within sixty (60) days from the date the Commission appoints the Independent Auditor and (ii) annually thereafter on the anniversary of the date this Order becomes final during the remainder of the Independent Auditor's period of appointment, or at any other time as requested by the staff of the Commission.
- C. Respondents shall assist and cooperate with the Independent Auditor in performing his or her duties under this Paragraph VI and shall take no affirmative action, or fail to take any action within Respondents' control, as a result of which the Independent Auditor's ability to fulfill his or her duties as required by Paragraphs IV and VI of this Order would be diminished. In addition to the obligations imposed upon Respondents by Paragraph IV of this Order, Respondents shall:
1. Provide the Independent Auditor with complete access, subject to any legally recognized privilege, to the personnel, facilities, books, records, and any other information relating to Respondents' obligations under Paragraph IV of this Order; provided, however, that the Independent Auditor shall give Respondents notice of any request and attempt to schedule such access in a manner that will not unreasonably interfere with Respondents' operations;
 2. Compensate the Independent Auditor for (i) his or her services and (ii) the services of such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to the Independent Auditor to perform his or her duties, at reasonable and customary terms and conditions, including payment of reasonable out-of-pocket expenses incurred in the performance of the Independent Auditor's duties; and
 3. Indemnify the Independent Auditor, including any persons retained by the Independent Auditor, and hold all such persons harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Independent Auditor's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent

that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Independent Auditor.

- D. The Commission may on its own initiative or at the request of the Independent Auditor issue such additional orders or directions as may be necessary or appropriate to monitor compliance with the requirements of Paragraph IV of this Order.

VII.

IT IS FURTHER ORDERED that:

- A. If Respondents fail to complete one or more of the divestitures required by Paragraphs II, III and IV of this Order within the time periods specified therein, the Commission may appoint one or more Divestiture Trustees to divest the Great Lakes Assets, the Solvay Assets and/or the Lime Assets that have not been divested to an Acquirer or Acquirers in a manner acceptable to the Commission. The Divestiture Trustee will have the authority and responsibility to divest the Great Lakes Assets, the Solvay Assets and/or the Lime Assets absolutely and in good faith at no minimum price, and with the Commission's prior approval. Neither the decision of the Commission to appoint a Divestiture Trustee, nor the decision of the Commission not to appoint a Divestiture Trustee, to divest any of the assets under this Paragraph VII shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed trustee, pursuant to Section 5(l) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the Respondents to comply with this Order.
- B. If a Divestiture Trustee is appointed by the Commission or a court pursuant to Paragraph VII of this Order to divest the Great Lakes Assets, the Solvay Assets and/or the Lime Assets to an Acquirer or Acquirers, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:
1. The Commission may appoint Daniel E. Somes and William M. Troutman, to whose appointments Respondents have previously consented, to serve as, respectively, the Divestiture Trustee for the Great Lakes Assets and the Divestiture Trustee for the Lime Assets. If the Commission appoints Daniel E. Somes as the Divestiture Trustee of the Great Lakes Assets or William M. Troutman as the Divestiture Trustee for the Lime Assets, Respondents shall execute a trust agreement with the Divestiture Trustee no later than one (1) business day after appointment by the Commission in the form of the trust agreement attached to the Great Lakes Hold Separate Trustee Agreement and the Lime Hold Separate Trustee Agreement, as the case may be. Respondents shall

transfer to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to divest the Great Lakes Assets or the Lime Assets to an Acquirer or Acquirers and to enter into a purchase and sale agreement(s) and, as applicable, an operating agreement, with the Acquirer or Acquirers.

2. The Commission may select someone other than Daniel E. Somes or William M. Troutman to serve as Divestiture Trustees, subject to the consent of Respondents, which consent shall not be unreasonably withheld. Respondents shall be deemed to have consented to the selection of a proposed substitute Divestiture Trustee if Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed substitute Divestiture Trustee within ten (10) days after Respondents' receipt of written notice from the staff of the Commission of the identity of the proposed Divestiture Trustee.
3. Subject to the prior approval of the Commission, the Divestiture Trustee(s) shall have the exclusive power and authority to divest the Great Lakes Assets, the Solvay Assets and/or the Lime Assets to an Acquirer or Acquirers pursuant to the terms of this Order and to enter into a purchase and sale agreement(s) and, as applicable, an operating agreement with the Acquirer or Acquirers pursuant to the terms of this Order, which purchase and sale agreement(s) and, as applicable, operating agreement, shall be subject to the prior approval of the Commission.
4. Except as provided in Paragraph VII.B.1, within ten (10) days after appointment of a Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission and, in the case of a court-appointed trustee, of the court, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to divest the Great Lakes Assets, the Solvay Assets and/or the Lime Assets to an Acquirer or Acquirers and to enter into a purchase and sale agreement(s) and, as applicable, an operating agreement, with the Acquirer or Acquirers.
5. The Divestiture Trustee shall have twelve (12) months from the date the Commission appoints the Divestiture Trustee to divest the Great Lakes Assets, the Solvay Assets and/or the Lime Assets only to an Acquirer or Acquirers that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission. If, however, at the end of the applicable twelve-month period, the Divestiture Trustee has submitted to the Commission a plan of divestiture or believes that divestiture can be achieved within a reasonable time, such divestiture period may be extended by the Commission, or, in the case of a court-appointed trustee, by the court; provided, however, the Commission may extend such divestiture period only two (2) times.

6. The Divestiture Trustee shall have full and complete access, subject to any legally recognized privilege, to the personnel, books, records and facilities of Respondents related to the Great Lakes Assets, the Solvay Assets and/or the Lime Assets, or to any other relevant information, as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of his or her responsibilities.
7. The Divestiture Trustee shall use his or her best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, but shall divest expeditiously at no minimum price. The divestitures shall be made only to an Acquirer or Acquirers that receives the prior approval of the Commission and the divestitures shall be accomplished only in a manner that receives the prior approval of the Commission; provided, however, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest to the acquiring entity or entities selected by Respondents from among those approved by the Commission; provided further, however, that Respondents shall select such entity within five (5) days of receiving written notification of the Commission's approval.
8. The Divestiture Trustee shall serve, without bond or other security, at the expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the expense of Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission and, in the case of a court-appointed Divestiture Trustee, by the court, of the account of the Divestiture Trustee, including fees for his or her services, all remaining monies shall be paid at the direction of Respondents. The Divestiture Trustee's compensation shall be based at least in significant part on a commission arrangement contingent on the Divestiture Trustee's locating an Acquirer or Acquirers and assuring compliance with this Order.
9. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not

resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Divestiture Trustee.

10. If the Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute trustee in the same manner as provided in Paragraph VII of this Order.
 11. The Divestiture Trustee shall have no obligation or authority to operate or maintain the Great Lakes Assets, the Solvay Assets or the Lime Assets, as the case may be.
 12. The Divestiture Trustee shall report in writing to the Commission every sixty (60) days concerning his or her efforts to divest the Great Lakes Assets, the Solvay Assets and/or the Lime Assets and Respondents' compliance with the terms of this Order.
- C. The Commission or, in the case of a court-appointed trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestitures required by this Order.

VIII.

IT IS FURTHER ORDERED that Respondents shall provide a copy of this Order to each of Respondents' officers, employees, or agents having managerial responsibility for any of Respondents' obligations under this Order, no later than ten (10) days from the date this Order becomes final.

IX.

IT IS FURTHER ORDERED that:

- A. Except as provided in Paragraph IX.B., Respondents shall file a verified written report with the Commission setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with this Order (i) no later than sixty (60) days from the date this Order becomes final, (ii) every sixty (60) days thereafter until the divestitures have been completed, and (iii) at such other times as the Commission may require.
- B. Within sixty (60) days of the Effective Date of Divestiture of the Lime Assets, and annually thereafter until the earlier of (i) ten (10) years from the date on which this Order

becomes final, or (ii) the date on which all of the agreements that comprise the Lime Assets Purchase Agreement have terminated or expired, Respondents shall file a verified written report with the Commission setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with Paragraph IV of this Order.

- C. Respondents shall include in their compliance reports, among other things required by the Commission, a description (when applicable) of all substantive contacts or negotiations relating to the divestitures required by Paragraphs II, III and IV of this Order, the identity of all parties contacted, copies of all written communications to and from such parties, all reports and recommendations concerning the divestiture, the date of divestiture, and a statement that the divestiture has been accomplished in the manner approved by the Commission.

X.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) days prior to any proposed change in the corporate structure of Respondents such as dissolution, assignment, sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or any other change in the corporation that may affect compliance obligations arising out of this Order.

XI.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondents, Respondents shall permit any duly authorized representative of the Commission:

- A. Access, during office hours and in the presence of counsel, to all facilities and access to inspect and copy all non-privileged books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of Respondents relating to any matter contained in this Order; and
- B. Upon eight days' notice to Respondents and without restraint or interference from them, to interview officers, directors, or employees of Respondents, who may have counsel present, regarding any such matters.

XII.

IT IS FURTHER ORDERED that this Order shall terminate ten (10) years from the date this Order becomes final.

By the Commission.

Donald S. Clark
Secretary

SEAL

ISSUED:

Appendix A

The Excluded Great Lakes Assets includes the following:

1. cash and cash equivalents;
2. any U.S. insurance policies that do not apply exclusively to the Great Lakes Business and prepaid expenses for any such U.S. insurance policies;
3. sporting tickets to the Toronto Blue Jays, Toronto Raptors, Toronto Maple Leafs, Ottawa Senators and any interest in the Ottawa Senators hockey club;
4. the following pension plans: (i) Blue Circle Inc. Savings Plan for Salaried Employees; (ii) Blue Circle Inc. Savings Plan for Blue Circle Cement Hourly Employees; and (iii) Blue Circle Inc. Pension Plan;
5. subject to item 6 below, intellectual property that is not used exclusively in the Great Lakes Business, provided, however, that, to the extent such intellectual property is used in the Great Lakes Business, Respondents shall grant the Great Lakes Assets Acquirer a perpetual, nonexclusive, paid-up (royalty-free) license to use such intellectual property in the operation of the Great Lakes Business;
6. all rights, including the right to use, in or to any trade name and trademark whether or not registered in any country in the world which includes the term “BLUE CIRCLE” or the “BLUE CIRCLE” design or the term “NEWCEM” or the “NEWCEM” design; provided, however, that the Great Lakes Assets Acquirer shall have rights to use the “BLUE CIRCLE” trade name and trademark and the “NEWCEM” trade name and trademark for a transition period of three months following the Effective Date of Divestiture of the Great Lakes Assets;
7. any titles, leases, licenses or other rights to or in real property other than the real property comprising the Detroit Facility, the Bowmanville Plant, the St. Marys Plant, the Great Lakes Terminals, Hutton Transport, the Unused Great Lakes Terminals and the Ready-Mix Operations, provided however, that Respondents shall not be required to divest any titles, leases, licenses or other rights to or in the real property comprising the Unused Great Lakes Terminals if the Commission approves the divestiture of the Great Lakes Assets without the Unused Great Lakes Terminals;
8. rights in and to pits and quarries, including all personal property used to operate such pits and quarries, other than those located at the Bowmanville Plant and the St. Marys Plant, or at Cambridge, Sunderland, Aberfoyle, Brighton, and North London (except the Byron and TCG Asphalt & Construction properties), Ontario, Canada;

9. any books and records that Respondents are required by law to retain, so long as Blue Circle PLC delivers at least one copy thereof to the Great Lakes Assets Acquirer; and
10. all refunds, rebates or similar payments of taxes to the extent such taxes were paid by or on behalf of Blue Circle PLC prior to the Effective Date of Divestiture of the Great Lakes Assets.

The Excluded Solvay Assets includes the following:

1. cash and cash equivalents;
2. any insurance policies that do not apply exclusively to the business of the Solvay Terminal and prepaid expenses for any such insurance policies;
3. the following pension plans: (i) Blue Circle Inc. Savings Plan for Salaried Employees; (ii) Blue Circle Inc. Savings Plan for Blue Circle Cement Hourly Employees; and (iii) Blue Circle Inc. Pension Plan;
4. any plants that manufacture Cement or Slag;
5. all rights, including the right to use, in or to any trade name and trademark whether or not registered in any country in the world which includes the term “BLUE CIRCLE” or the “BLUE CIRCLE” design; provided, however, that the Solvay Assets Acquirer shall have rights to use the “BLUE CIRCLE” trade name and “BLUE CIRCLE” design for a transition period of three months following divestiture of the Solvay Assets;
6. any titles, leases, licenses or other rights to or in real property, except for Blue Circle PLC’s lease with CSX Transportation (formerly Consolidated Rail Corporation) dated April 1, 1987;
7. any books and records that Respondents are required by law to retain, so long as Blue Circle PLC delivers at least one copy thereof to the Acquirer of the Solvay Assets; and
8. all refunds, rebates or similar payments of taxes to the extent such taxes were paid by or on behalf of Blue Circle PLC prior to the date of divestiture of the Solvay Assets.

The Excluded Lime Assets include the following:

1. cash and cash equivalents;
2. any insurance policies that do not apply exclusively to the Lime Business and prepaid expenses for any such insurance policies;

3. the following pension plans: (i) Blue Circle Inc. Savings Plan for Salaried Employees; (ii) Blue Circle Inc. Savings Plan for Blue Circle Cement Hourly Employees; and (iii) Blue Circle Inc. Pension Plan;
4. any assets used by Respondents to provide site services to the Lime Assets Acquirer under the Lime Site Services Agreement;
5. any assets used by Respondents to provide lime rock to the Lime Assets Acquirer under the Lime Rock Supply Agreement, including rights in and to pits and quarries and all personal property used to operate such pits and quarries;
6. subject to item 6 below, intellectual property that is not used exclusively in the Lime Business, provided, however, that, to the extent such intellectual property is used in the Lime Business, Respondents shall grant the Lime Assets Acquirer a perpetual, nonexclusive, paid-up (royalty-free) license to use such intellectual property in the operation of the Lime Business;
7. all rights, including the right to use, in or to any trade name and trademark whether or not registered in any country in the world which includes the term “BLUE CIRCLE” or the “BLUE CIRCLE” design provided, however, that the Lime Assets Acquirer shall have the right to use the “BLUE CIRCLE” trade name and trademark for a transition period of three months following the Effective Date of Divestiture of the Lime Assets;
8. in the event the Lime Assets Acquirer chooses to enter into a lease for the real property comprising the Lime Plant (the “Land”), the Land together with related appurtenances, licenses and permits;
9. any railtracks, provided, however, that Respondents shall grant the Lime Assets Acquirer easements to use railtracks on the Calera Site;
10. any collective bargaining agreements;
11. any books and records that Respondents are required by law to retain, so long as Blue Circle PLC delivers at least one copy thereof to the Lime Assets Acquirer; and
12. all refunds, rebates or similar payments of taxes to the extent such taxes were paid by or on behalf of Blue Circle PLC prior to the Effective Date of Divestiture of the Lime Assets.

Confidential Appendix B

Appendix C

Blue Circle PLC Ready-Mix Operations to be divested pursuant to Paragraph II of this Order:

1. Barrie, Ontario
2. Belleville, Ontario
3. Blenheim, Ontario
4. Bowmanville, Ontario
5. Brampton, Ontario
6. Brantford, Ontario
7. Burlington, Ontario
8. Caledon, Ontario
9. Cambridge, Ontario
10. Cobourg, Ontario
11. Elora, Ontario
12. Guelph, Ontario
13. Hamilton, Ontario
14. Hanover, Ontario
15. Hull, Quebec
16. Ingersoll, Ontario
17. Kingston, Ontario
18. Leaside-Toronto, Ontario
19. London, Ontario
20. Maple, Ontario
21. Milton, Ontario

22. Mount Forest, Ontario
23. New Hamburg, Ontario
24. Newmarket, Ontario
25. Niagara (Thorold), Ontario
26. Ottawa (Gloucester), Ontario
27. Ottawa (Kanata), Ontario
28. Perth, Ontario
29. Peterborough, Ontario
30. Sarnia, Ontario
31. Scarborough, Ontario
32. St. Thomas, Ontario
33. Sutton, Ontario
34. Toronto (Bathurst/Etobicoke), Ontario
35. Wallaceburg, Ontario
36. West Lorne, Ontario
37. Whitby, Ontario
38. Windsor, Ontario
39. Woodstock, Ontario

Confidential Appendix D

Confidential Appendix E

Confidential Appendix F