

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

FEDERAL TRADE COMMISSION
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DOCUMENT PROCESSING

COMMISSIONERS: Timothy J. Muris, Chairman
Mozelle W. Thompson
Orson Swindle
Thomas B. Leary
Pamela Jones Harbour

_____)
In the Matter of)
)
CHICAGO BRIDGE & IRON COMPANY N.V.,)
a foreign corporation,)
)
CHICAGO BRIDGE & IRON COMPANY,)
a corporation, and)
)
PITT-DES MOINES, INC.,)
a corporation.)
_____)

Docket No. 9300

JOINT MOTION TO ACCEPT INTERIM CONSENT ORDER

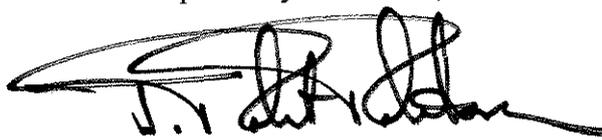
1. On December 4, 2003, Complaint Counsel filed and served on Respondents an Emergency Motion for Authorization to Seek Injunctive Relief to Preserve Provo Fabrication Plant as a Going Concern Pending Completion of Administrative Litigation.
2. Complaint Counsel and Respondents have now agreed to an Interim Consent Order, which, if accepted by the Commission, would be effective until superseded by a final further Order of the Commission.
3. Specifically, the proposed Interim Consent Order prevents Respondents from destroying, removing, wasting, deteriorating, selling, disposing of, transferring, or impairing the assets acquired in CB&I's Acquisition of PDM (the "Acquisition"). (Interim Consent Order at ¶ II.A). Further, in the event that Respondents decide to remove, sell, cease operations of, lease, assign, transfer, license, or otherwise dispose of any assets at its Provo, Utah fabrication facility, the proposed Interim Consent Order requires Respondents to notify the

Secretary of the Commission, Complaint Counsel, and the Compliance Division sixty days before taking such action. In addition, the proposed Interim Consent Order requires Respondents to take such steps to notify its employees at the Provo fabrication facility that CB&I has no present intention of removing, selling, ceasing operations of, leasing, assignment, transferring, licensing, or otherwise disposing of the Provo fabrication facility. These steps shall include: 1) notifying its current employees at the Provo fabrication facility in writing that any outstanding notice to terminate their employment or suspend operations at the Provo facility is rescinded and that operations of that facility shall continue until further notice (consistent with CB&I's press release dated December 9, 2003) (Ex. A); and 2) retract any notices made pursuant to the Worker Adjustment and Retraining (WARN) Act concerning the proposed temporary suspension of operations at the Provo facility.

4. Respondents have agreed to comply with the Interim Consent Order from the date they signed the Consent Agreement, and acceptance by the Commission of the proposed Interim Consent Order would obviate the relief requested in Complaint Counsel's Emergency Motion. Accordingly, Complaint Counsel withdraw the Emergency Motion filed December 4, 2003 and Complaint Counsel and Respondents jointly ask that the Commission accept the attached Consent Agreement and issue the attached Interim Consent Order.

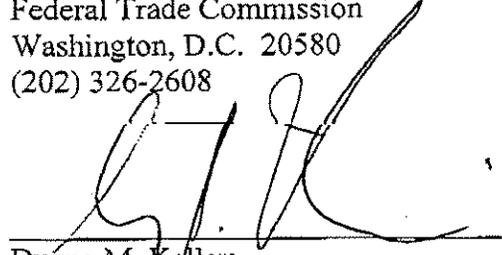
DATE: December 12, 2003

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Robert Robertson", written over a horizontal line.

J. Robert Robertson
Rhett R. Krulla
Elizabeth A. Piotrowski
Steven Wilensky
Hector Ruiz

Counsel Supporting the Complaint
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Federal Trade Commission
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Chicago Bridge & Iron Company

Investor Relations

CB&I To Continue Operations At Provo Fabrication Plant

THE WOODLANDS, Texas – Dec. 9, 2003 – CB&I (NYSE: CBI) today announced that its fabrication plant in Provo, Utah, will remain in operation. The Company had previously informed employees at the facility that operations would be suspended beginning in early 2004. The Provo facility fabricates steel components that are used in a variety of steel plate structures.

- CB&I is a global specialty engineering, procurement and construction (EPC) company serving customers in several primary end markets, including hydrocarbon exploration, production and refining; natural gas; water; and the energy sector in general. We offer a complete package of design, engineering, fabrication, construction and maintenance services. Our projects include hydrocarbon processing plants, LNG terminals and peak shaving plants, offshore structures, pipelines, bulk liquid terminals, water storage and treatment facilities, and other steel structures and their associated systems. Information about CB&I is available at www.CBIepc.com.

For Further Information Contact:
Media: Bruce Steimle (832) 513-1111
Analysts: Marty Spake (832) 513-1245

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BEFORE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Timothy J. Muris, Chairman**
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In the matter of)	
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a foreign corporation,)	
Chicago Bridge & Iron Company,)	Docket No. 9300
a corporation, and)	
Pitt-Des Moines, Inc.,)	
a corporation.)	
(collectively, the "Respondents"))	

INTERIM CONSENT ORDER

This matter having been heard by the Commission upon Respondents' and Complaint Counsel's stipulation that the following Interim Consent Order ("Order") be issued and be effective upon service pending the issuance of a Final Order and Opinion of the Commission in this matter, which is still forthcoming,

IT IS HEREBY ORDERED:

I.

- A. Respondents shall prevent the destruction, removal, wasting, deterioration, sale, disposition, transfer, or impairment of the PDM Assets, except in the ordinary course of business or for ordinary wear and tear. "PDM Assets" means all right, title, and interest in and to all assets, tangible or intangible, acquired by CB&I from PDM in the Acquisition, and any improvements or additions made to such assets by CB&I subsequent to February 7, 2001, including but not limited to:

1. All real property (including fee simple interests and real property leasehold interests), including, but not limited to, the fabrication facilities located at Provo, Utah; Clive, Iowa; and Warren, Pennsylvania;
2. All personal property, including machinery and equipment;
3. All inventories, stores, and supplies;
4. All rights under any contract, including, but not limited to, any lease, customer contracts, supply agreement, sole-source arrangement, and procurement contract;
5. All intellectual property;
6. All governmental approvals, consents, licenses, permits, waivers, or other authorizations;
7. All rights under warranties and guarantees, express or implied;
8. All items of prepaid expense; and
9. All books, records, and files (electronic and hard copy) relating to the foregoing.

B. In the event that Respondents decide to remove, sell, cease operations of, lease, assign, transfer, license, or otherwise dispose of any assets, tangible or intangible, at its Provo, Utah fabrication facility, Respondents shall notify the Secretary, Complaint Counsel, and the Compliance Division not later than sixty (60) days before taking such action. Nothing herein shall be construed to preclude the Commission from seeking judicial relief, if warranted, to block such action.

C. Respondents shall take such steps to notify its employees at the Provo fabrication facility that CB&I has no present intention of removing, selling, ceasing operations of, leasing, assigning, transferring, licensing, or otherwise disposing of the Provo fabrication facility. Such actions shall include:

1. notifying its current employees at the Provo fabrication facility in writing that any outstanding notice to terminate their employment or suspend operations at the Provo facility is rescinded and that operations of the Provo facility shall continue until further notice, consistent with CB&I's press release dated December 9, 2003;
2. retract any notices made pursuant to the Worker Adjustment and Retraining Notification (WARN) Act concerning the proposed temporary suspension of operations at the Provo facility.

- D. Nothing in this Order shall be interpreted to decide any issues or grant Respondents any authority as to any issues that are not expressly stated or addressed herein.

II.

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 five (5) days from the date this Order becomes final.

By the Commission.

Donald S. Clark
Secretary

SEAL

ISSUED:

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BEFORE FEDERAL TRADE COMMISSION**

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a corporation.)	

AGREEMENT CONTAINING CONSENT ORDER

This Agreement Containing Consent Order ("Consent Agreement"), by and between Chicago Bridge & Iron Company N.V. and Chicago Bridge & Iron Company ("Respondents"), by their duly authorized officers and attorneys, and counsel in support of the complaint for the Federal Trade Commission ("Commission"), is entered into in accordance with the Commission's Rules governing consent order procedures. In accordance therewith the parties hereby agree that:

1. Respondents have been served with a copy of the Complaint issued by the Commission in Docket No. 9300 charging them with violations of Section 7 of the Clayton Act, as amended, and Section 5 of the Federal Trade Commission Act, as amended, and have filed their Answer to the Complaint denying those charges but admitting the jurisdictional facts set forth therein. Nothing in this Agreement shall be interpreted as an admission of any wrongdoing as alleged in the Complaint.

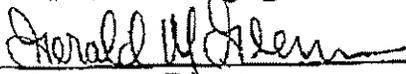
2. With respect to the attached Interim Consent Order ("Consent Order") only, Respondents waive:
 - a. any further procedural steps;

 - b. the requirement that the Commission's Consent Order 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 Consent Order entered pursuant to this Consent Agreement; and
 - d. any claim under the Equal Access to Justice Act.
3. This Consent Agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 3.25(f), 16 C.F.R. § 3.25(f), the Commission may, without further notice to Respondents: (1) issue this Consent Order, and (2) make information public with respect thereto. The Consent 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 Commission orders. Nothing in this Agreement shall be interpreted as precluding Respondents from seeking a modification of this Consent Order pursuant to the Commission's Rules of Practice. The Consent Order shall become final upon service. Delivery of the Consent Order to Respondents by any means specified in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a), shall constitute service. Respondents waive any right they may have to any other manner of service. The Complaint may be used in construing the terms of the Consent Order, and no agreement, understanding, representation, or interpretation not contained in the Consent Order or the Consent Agreement may be used to vary or contradict the terms of the Consent Order.
 4. The Commission may issue the Consent Order simultaneously with or at any time after it accepts the Consent Agreement for public comment.
 5. By signing this Consent Agreement, Respondents represent and warrant that they can accomplish the full relief contemplated by the Consent Agreement and the attached Consent Order, and that all parents, subsidiaries, affiliates, and successors necessary to effectuate the full relief contemplated by this Consent Agreement and Consent Order are bound thereby as if they had signed this Consent Agreement and were made parties to this proceeding and to the Consent Order.
 6. Respondents have read the Consent Order contemplated hereby. Respondents understand that once the Consent Order has been issued, they may be required to file one or more compliance reports, as requested by the Bureau of Competition, showing that they have fully complied with the Consent Order. Respondents agree to comply with the Consent Order from the date they sign this Consent Agreement. Respondents further understand that they may be liable for civil penalties in the amount provided by law for each violation of the Consent Order after it becomes final.

December 12, 2003

Agreed to this date:

Chicago Bridge & Iron Company N.V.:	Federal Trade Commission:
By: Chicago Bridge & Iron Company B.V. Its Sole Managing Director	
By: 	J. Robert Robertson Rhett R. Krulla Elizabeth A. Piotrowski Steven Wilensky Hector Ruiz
Title: Managing Director <i>Rbtw</i>	Counsel Supporting the Complaint Bureau of Competition Federal Trade Commission Washington, D.C. 20580
	APPROVED:  Susan A. Creighton Director Bureau of Competition