

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

COMMISSIONERS: **Jon Leibowitz, Chairman**
 William E. Kovacic
 J. Thomas Rosch
 Edith Ramirez
 Julie Brill

In the Matter of)

Keystone Holdings, LLC,)
a corporation, and)

Compagnie de Saint-Gobain,)
a corporation.)

File No. 101 0175

AGREEMENT CONTAINING CONSENT ORDER

The Federal Trade Commission (“Commission”) having initiated an investigation of the proposed acquisition by Respondent Keystone Holdings, LLC (hereinafter, referred to as “Keystone” or “Proposed Respondent Keystone”) of the Advanced Ceramics Business of Proposed Respondent Compagnie de Saint-Gobain (hereinafter, referred to as “Saint-Gobain” or “Proposed Respondent Saint-Gobain”), and it now appearing that Proposed Respondent Keystone and Proposed Respondent Saint-Gobain are willing to enter into this Agreement Containing Consent Order (“Consent Agreement”) to undertake certain obligations and providing for other relief.

IT IS HEREBY AGREED by and between Proposed Respondent Keystone and Proposed Respondent Saint-Gobain, by their duly authorized officers and attorney, and counsel for the Commission that:

1. Proposed Respondent Keystone is a limited liability company organized, existing and doing business under and by virtue of the laws of the State of Delaware with its principal executive offices located at 16000 Table Mountain Parkway, Golden, Colorado.
2. Proposed Respondent Saint-Gobain is a corporation organized, existing, and doing business under and by virtue of the laws of France, with its offices and principal

place of business located at Courbevoie, France, Les Miroirs, 18 Avenue d'Alsace, 92096 La Defense Cedex, France.

3. Proposed Respondent Keystone and Proposed Respondent Saint-Gobain admit all the jurisdictional facts set forth in the draft of Complaint here attached.
4. Proposed Respondent Keystone and Proposed Respondent Saint-Gobain waive:
 - a. any further procedural steps;
 - b. the requirement that the Commission's Decision and Order, here attached 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 to 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. Not later than thirty (30) days after the date this Consent Agreement is signed by Proposed Respondent Keystone, Proposed Respondent Keystone shall submit an initial report, pursuant to Section 2.33 of the Commission's Rules, 16 C.F.R. § 2.33. Proposed Respondent Keystone shall also submit subsequent reports every thirty (30) days thereafter until the Decision and Order becomes final, at which time the report obligations of the Decision and Order (other than the requirement to submit an initial report pursuant to this Consent Agreement) shall control. Such reports shall be signed under penalty of perjury by the Proposed Respondent Keystone and shall set forth in detail the manner in which Proposed Respondent Keystone has complied and will comply with the Decision and Order. Such reports shall provide sufficient information to enable the Commission to determine independently whether the Proposed Respondent Keystone is in compliance with this Consent Agreement and the Decision and Order. Such reports will not become part of the public record unless and until this Consent Agreement and the accompanying Decision and Order are accepted by the Commission for public comment.
6. 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 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 and Proposed Respondent Saint-Gobain, in which

event it will take such action as it may consider appropriate, or issue or amend its Complaint if circumstances so require and issue its Decision and Order, in disposition of the proceeding.

7. The Commission may issue its Complaint at any time after it accepts this Consent Agreement.
8. This Consent Agreement is for settlement purposes only and does not constitute an admission by Proposed Respondent Keystone or Proposed Respondent Saint-Gobain that the law has been violated as alleged in the draft Complaint here attached, or that the facts as alleged in the draft Complaint, other than jurisdictional facts, are true.
9. This Consent Agreement contemplates that, if it is accepted by the Commission, the Commission may (1) issue its Complaint corresponding in form and substance with the draft Complaint here attached; and (2) 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 Keystone or Proposed Respondent Saint-Gobain, issue the attached Decision and Order in disposition of the proceeding.
10. 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 Decision and Order to Proposed Respondent Keystone and Proposed Respondent Saint-Gobain by any means provided in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a), shall constitute service. Proposed Respondent Keystone and Proposed Respondent Saint-Gobain also waive any right either may have to service of any document incorporated by reference into the Decision and Order (whether or not such document exists when the Decision and Order is issued). Proposed Respondent Keystone and Proposed Respondent Saint-Gobain each agrees that it is bound to comply with the Decision and Order (and any documents incorporated by reference into them) to the same extent as if it had been served with the documents.
11. The Complaint may be used in construing the terms of the Decision and Order. No agreement, understanding, representation, or interpretation not contained in the Decision and Order, or the Consent Agreement, may be used to vary or contradict the terms of the Decision and Order.
12. By signing this Consent Agreement, Proposed Respondent Keystone and Proposed Respondent Saint-Gobain represent and warrant that each can accomplish the full relief contemplated by the attached Decision and Order, and that all parents,

subsidiaries, affiliates, and successors necessary to effect the full relief contemplated by this Consent Agreement are parties to the Consent Agreement and are bound thereby as if they had signed this Consent Agreement and were made parties to this proceeding and to the order.

13. Proposed Respondent Keystone and Proposed Respondent Saint-Gobain each has read the Complaint and Decision and Order. Proposed Respondent Keystone and Proposed Respondent Saint-Gobain each understand that, from the date each of them signs this Consent Agreement, it has obligations under the Decision and Order. Proposed Respondent Keystone understands that it has obligations to file one or more reports of compliance with the Commission. Both Respondent Keystone and Proposed Respondent Saint-Gobain understand that each must comply with the Decision and Order from the day it signs this Consent Agreement. Proposed Respondent Keystone and Proposed Respondent Saint-Gobain agree to comply (to the fullest extent legally possible) with the Decision and Order from the date the Commission accepts this Consent Agreement for public comment. Proposed Respondent Keystone and Proposed Respondent Saint-Gobain further understand that each may be liable for civil penalties in the amount provided by law for each violation of the Decision and Order, including all of the Saint-Gobain AW Tile Business Agreements.

Signed this 9th day of December, 2010.

KEYSTONE HOLDINGS, LLC

FEDERAL TRADE COMMISSION

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