

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

In the Matter of

ARDAGH GROUP, S.A.

a public limited liability company,

SAINT-GOBAIN CONTAINERS, INC.

a corporation,

and

COMPAGNIE DE SAINT-GOBAIN,

a corporation.

Docket No. D-9356

AGREEMENT CONTAINING CONSENT ORDERS

The agreement herein, by and between Respondent Ardagh Group, S.A. ("Respondent Ardagh"), Respondent Saint-Gobain Containers, Inc. (also known as Verallia North America ("VNA"), and Respondent Compagnie de Saint-Gobain ("CSG"), by their duly authorized officers, hereafter sometimes referred to as Respondents, and their attorneys, and counsel for the Federal Trade Commission, is entered into in accordance with the Commission's Rule governing consent order procedures. In accordance therewith the parties hereby agree that:

1. Respondent Ardagh Group, S.A. is a limited liability corporation organized, existing, and doing business under, and by virtue of, the laws of Luxembourg with its office and principal place of business at 56, rue Charles Martel, Luxembourg, and its United States office and principal place of business located at 401 E. Jackson Street, Suite 2800, Tampa, FL 33602.
2. Respondent Saint-Gobain Containers, Inc. is a corporation organized, existing, and doing business under, and by virtue of, the laws of the state of Delaware with its principal place of business located at 1509 S. Macedonia Ave, Muncie, IN 47302.
3. Respondent Compagnie de Saint-Gobain 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 "Les Miroirs," 18 avenue d'Alsace, Courbevoie, France, and its United States office and principal place of business located at 750 E. Swedesford Rd, Valley Forge, PA 19482.

4. Respondents admit all the jurisdictional facts set forth in the Complaint.
5. Respondents waive:
 - a. Any further procedural steps;
 - b. The requirement that the Commission's Decision and Order and Order to Hold Separate and Maintain Assets ("Orders"), both attached hereto and made a part hereof, contain statements 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 Orders entered pursuant to this Consent Agreement; and
 - d. Any claim under the Equal Access to Justice Act.
6. Because there may be interim competitive harm, the Commission may issue and serve its Order to Hold Separate and Maintain Assets in this matter at any time after it accepts this Consent Agreement for public comment.
7. Thirty (30) days after this Consent Agreement is signed by the Respondents, Respondent Ardagh shall submit its initial compliance report, pursuant to Section 2.33 of the Commission Rules, 16 C.F.R. § 2.33, and thereafter, shall submit compliance reports every thirty (30) days until the Order to Hold Separate and Maintain Assets becomes final, at which time the reporting obligations contained in the Order to Hold Separate and Maintain Assets (other than the requirement to submit an initial report pursuant to this Consent Agreement) shall control. Each compliance report shall set forth in detail the manner in which Respondent Ardagh has complied, is complying, and will comply with the Consent Agreement, and each provision of the Orders. Respondent Ardagh shall provide sufficient information and documentation to enable the Commission to determine independently that Respondent Ardagh is in compliance with the Consent Agreement and each of the Orders.
8. Each compliance report shall be either verified by a notarized signature or self-verified in a manner set forth in 28 U.S.C. § 1746. Section 2.41(a) of the Commission's Rules of Practice requires that an original and two copies of all compliance reports be filed with the Commission. Respondent Ardagh shall file an original report and one copy with the Secretary of the Commission, and shall send at least one copy directly to the Bureau of Competition's Compliance Division.
9. This Consent Agreement, and any compliance reports filed pursuant to this Consent Agreement, shall not become part of the public record of the proceeding unless and until

the Consent Agreement is accepted by the Commission. If this Consent Agreement is accepted by the Commission, it 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 the Respondents, in which event the Commission will take such action as it may consider appropriate, or issue and serve its Decision and Order, in disposition of the proceeding.

10. This Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in the Complaint, or that the facts as alleged in the Complaint, other than jurisdictional facts, are true.
11. This Consent Agreement contemplates that, if it is accepted by the Commission, the Commission may (a) issue and serve its Order to Hold Separate and Maintain Assets; and (b) make information public with respect thereto. If such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission may, without further notice to Respondents, issue the attached Decision and Order containing an order to divest and providing for other relief in the disposition of the proceeding.
12. When final, the Orders shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time as provided by statute for other orders. The Orders shall become final upon service. Delivery of the Orders to the Respondents by any means provided in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a), including, without limitation, delivery to an office within the United States of the counsel for the Respondents identified on this Consent Agreement, shall constitute service. Respondents waive any rights they may have to any other manner of service. Respondents also waive any right they may otherwise have to service of any appendices attached or incorporated by reference into the Orders, if Respondents are already in possession of copies of such appendices, and agrees that it is bound to comply with and will comply with the Orders to the same extent as if it had been served with copies of such appendices.
13. The Complaint may be used in construing the terms of the Orders, and no agreement, understanding, representation, or interpretation not contained in the Orders, or the Consent Agreement may be used to vary or contradict the terms of the Orders.
14. By signing this Consent Agreement, Respondents represent and warrant that they can fulfill all the terms of the Order to Hold Separate and Maintain Assets and accomplish the full relief contemplated by the attached Decision and Order (including effectuating the required divestitures, as well as any necessary assignments or transfers) and that all parents, subsidiaries, affiliates, and successors necessary to effectuate the full relief contemplated by this Consent Agreement are parties to this Consent Agreement or within the control of parties to this Consent Agreement.

15. Respondents have read the Complaint, and the Orders. Respondent Ardagh understands that once the Orders have been issued, Respondent Ardagh will be required to file one or more compliance reports showing that Respondent Ardagh has fully complied with the Orders.
16. The Respondents agree to comply with the applicable terms of the proposed Orders from the date the Respondents 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 Decision and Order and of the Order to Hold Separate and Maintain Assets after such Orders become final.

ARDAGH GROUP S.A.

REDACTED

By: Paul Coulson
Chairman
Ardagh Group S.A.

Dated: _____

By: Richard Parker
O'Melveny & Myers LLP
Counsel for Ardagh Group S.A.

Dated: _____

SAINT-GOBAIN CONTAINERS, INC.

By: Joseph Grewe
President & Chief Executive Officer
Saint-Gobain Containers, Inc.

Dated: _____

FEDERAL TRADE COMMISSION

REDACTED

Angelike A. Mina
Attorney
Bureau of Competition

APPROVED:

REDACTED

Catharine M. Moscatelli
Assistant Director
Bureau of Competition

REDACTED

Norman Armstrong, Jr.
Deputy Director
Bureau of Competition

REDACTED

Deborah L. Feinstein
Director
Bureau of Competition

Dated: March 24, 2014

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O'Melveny & Myers LLP
Counsel for Ardagh Group S.A.

Dated: 24 MAR 14

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Counsel for Ardagh Group S.A.

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President & Chief Executive Officer
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Dated: 24 MARCH 2014

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Norman Armstrong, Jr.
Deputy Director
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Deborah L. Feinstein
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Bureau of Competition

Dated: _____

COMPAGNIE DE SAINT-GOBAIN

REDACTED

By: Pierre-André de Chalendar
Chief Executive Officer
Compagnie de Saint-Gobain

Dated: March 24, 2014

By: Christine A. Varney
Cravath, Swaine & Moore LLP
Counsel for Saint-Gobain Containers, Inc. and
Compagnie de Saint-Gobain

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Counsel for Saint-Gobain Containers, Inc. and
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Dated: 3/24/14