

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

**COMMISSIONERS:**        **Timothy J. Muris, Chairman**  
                                  **Sheila F. Anthony**  
                                  **Mozelle W. Thompson**  
                                  **Orson Swindle**  
                                  **Thomas B. Leary**

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In the Matter of	)	
	)	
<b>LAFARGE S.A.</b> ,	)	
a corporation,	)	
	)	
<b>BLUE CIRCLE INDUSTRIES PLC</b> ,	)	
a corporation,	)	
	)	Docket No. C-
<b>BLUE CIRCLE NORTH AMERICA, INC.</b> ,	)	
a corporation, and	)	
	)	
<b>BLUE CIRCLE, INC.</b> ,	)	
a corporation.	)	

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**ORDER TO HOLD SEPARATE AND MAINTAIN ASSETS**

The Federal Trade Commission (“Commission”) having initiated an investigation of the proposed acquisition by Respondent Lafarge S.A. (“Lafarge”) of certain voting securities of Respondent Blue Circle Industries PLC (“Blue Circle PLC”), and Respondents having been furnished thereafter with a copy of the draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and that, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders (“Consent Agreement”), an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of the Consent Agreement is for settlement purposes only and does not constitute an admission 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 determined to accept the executed Consent Agreement and to place such Consent Agreement containing the Decision and Order 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 issues its Complaint, makes the following jurisdictional findings and issues this Order to Hold Separate and Maintain Assets (“Hold Separate”):

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 Hold Separate, 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 Holdings 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. “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.

- I. “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).
- J. “Bowmanville Plant” means Blue Circle PLC’s plant in Bowmanville, Ontario, Canada that manufactures, distributes and sells Cement.
- K. “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.
- L. “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.
- M. “Decision and Order” means the Decision and Order incorporated into and made a part of the Consent Agreement.
- N. “Detroit Facility” means Blue Circle PLC’s grinding facility and terminal in Detroit, Michigan that grinds, distributes and sells Cement and Slag.
- O. “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.
- P. “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.
- Q. “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 identified in Appendix A of the Decision and Order.

- R. “Great Lakes Assets Acquirer” means the Person approved by the Commission to acquire the Great Lakes Assets.
- S. “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.
- T. “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.
- U. “Great Lakes Hold Separate Trustee” means the Great Lakes Hold Separate Trustee appointed pursuant to Paragraph III of this Hold Separate.

- V. “Great Lakes Manager” means an individual with experience in the management, sales, marketing, or financial operations of the Great Lakes Business, who is appointed by the Respondents and approved by the Great Lakes Hold Separate Trustee to manage the Great Lakes Business during the Hold Separate Period.
- W. “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.
- X. “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.
- Y. “Hold Separate” means this Order to Hold Separate and Maintain Assets.
- Z. “Hold Separate Period” means the time period during which the Hold Separate is in effect, which shall begin on the date that the Acquisition is consummated and terminate pursuant to Paragraph VI hereof.
- AA. “Hutton Transport” means Hutton Transport Limited, a company organized under the laws of Ontario, Canada and a wholly-owned subsidiary of Blue Circle PLC.
- BB. “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.
- CC. “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 identified in Appendix A of the Decision and Order.

- DD. “Lime Assets Acquirer” means the Person approved by the Commission to acquire the Lime Assets.
- EE. “Lime Business” means the research, development, manufacture, distribution, or sale of Lime at or by the Lime Plant.
- FF. “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.
- GG. “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.
- HH. “Lime Hold Separate Trustee” means the Lime Hold Separate Trustee appointed pursuant to Paragraph II of this Hold Separate.
- II. “Lime Manager” means an individual with experience in the management, sales, marketing, or financial operations of the Lime Business, who is appointed by the Respondents and approved by the Lime Hold Separate Trustee to manage the Lime Business during the Hold Separate Period.
- JJ. “Lime Plant” means the Lime production facility located at 8039 Highway 25, Calera, Alabama that manufactures, distributes and sells Lime.
- KK. “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.

- LL. “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.
- MM. “Material Confidential Information” means competitively sensitive or proprietary information not independently known to an entity from sources other than the entity to which the information pertains, and includes, but is not limited to, all customer lists, price lists, marketing methods, patents, technologies, processes or other trade secrets.
- NN. “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.
- OO. “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.
- PP. “Person” means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity.
- QQ. “Ready-Mix Operations” means the 39 ready-mix operations identified on Appendix C to the Decision and Order.
- RR. “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.
- SS. “St. Marys Plant” means Blue Circle PLC’s plant in St. Marys, Ontario, Canada that manufactures, distributes and sells Cement.
- TT. “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. During the Hold Separate Period, Respondents shall (i) hold the Lime Business as a separate and independent business as required by this Hold Separate, except to the extent that Respondents must exercise direction and control over the Lime Business and Lime Assets to assure compliance with this Hold Separate, or with the Decision and Order contained in the Consent Agreement, and except as otherwise provided in this Hold Separate, and (ii) vest the Lime Business with all powers and authorities necessary to conduct its business.
- B. The purpose of this Hold Separate is to: (i) preserve the Lime Business as a viable, competitive, and ongoing business, independent of Respondents, until the Effective Date of Divestiture of the Lime Assets; (ii) assure that no Material Confidential Information is exchanged between Respondents and the Lime Business, except as otherwise provided in this Hold Separate; and (iii) prevent interim harm to competition pending divestiture of the Lime Assets and other relief.
- C. William M. Troutman is hereby appointed to serve as the Lime Hold Separate Trustee.
- D. The Lime Hold Separate Trustee shall monitor Respondents' compliance with Paragraph II of this Hold Separate, and shall have all powers and authority necessary to effectuate his or her responsibilities pursuant to this Hold Separate and shall have the rights, duties and responsibilities described below:
  - 1. Respondents shall hold the Lime Business separate and independent on the following terms and conditions:
    - a. No later than ten (10) days after the execution of the Consent Agreement, Respondents shall have executed a Lime Hold Separate Trustee Agreement that, subject to the approval of the Commission, transfers to the Lime Hold Separate Trustee all rights, powers and authorities contained in the Consent Agreement or necessary to permit the Lime Hold Separate Trustee to perform his or her duties and obligations pursuant to this Hold Separate and the Decision and Order.
    - b. No later than one (1) day after the commencement of the Hold Separate Period, Respondents shall transfer to the Lime Hold Separate Trustee all rights, powers, and authorities necessary to permit the Lime Hold Separate Trustee to perform his or her duties and responsibilities, pursuant to this Hold Separate and consistent with the purposes of the Decision and Order contained in the Consent Agreement.
    - c. The Lime Hold Separate Trustee shall have the responsibility, consistent with the terms of this Hold Separate and the Decision and Order contained in the Consent Agreement, for monitoring the organization of the Lime Business; for managing the Lime Business through the Lime Manager; for maintaining the independence of the Lime

Business; and for assuring Respondents' compliance with their obligations pursuant to this Hold Separate and the Decision and Order contained in the Consent Agreement.

d. The Lime Hold Separate Trustee shall have full and complete access to all personnel, books, records, documents and facilities of the Lime Business or to any other relevant information of the Respondents relating to the Lime Business or relating to Respondents' obligations under the Decision and Order and/or under this Hold Separate, as the Lime Hold Separate Trustee may reasonably request. Respondents shall develop such financial or other information as the Lime Hold Separate Trustee may reasonably request and shall cooperate with the Lime Hold Separate Trustee. Respondents shall take no action to interfere with or impede the Lime Hold Separate Trustee's ability to perform his or her responsibilities consistent with the terms of this Hold Separate or to monitor Respondents' compliance with this Hold Separate.

e. The Lime Hold Separate Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, and other representatives and assistants as are reasonable and necessary to carry out the Lime Hold Separate Trustee's duties and responsibilities. The Lime Hold Separate Trustee shall account for all expenses incurred, including fees for his or her services, subject to the approval of the Commission.

f. The Commission may require the Lime Hold Separate Trustee to sign an appropriate confidentiality agreement relating to the Commission materials and information received in connection with the performance of the Lime Hold Separate Trustee's duties.

g. The Respondents may require the Lime Hold Separate Trustee to sign a confidentiality agreement prohibiting the disclosure of any Material Confidential Information relating to the Lime Business to anyone other than the Commission.

h. If the Lime Hold Separate Trustee ceases to act or fails to act diligently and consistent with the purposes of this Hold Separate, the Commission may appoint a substitute Lime Hold Separate Trustee. In the event a substitute Lime Hold Separate Trustee is appointed, Respondents shall be notified of the name of the substitute Lime Hold Separate Trustee. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Lime Hold Separate Trustee within ten (10) business days after receipt of written notice by the Commission to Respondents of the identity of any proposed Lime Hold Separate Trustee, Respondents shall be deemed to have consented to the selection of the proposed Lime Hold Separate Trustee.

2. No later than ten (10) days after the execution of the Lime Hold Separate Trustee Agreement, Respondents shall have, subject to the approval of the Lime Hold Separate Trustee, entered into a management agreement with, and transferred to the Lime Manager all rights, powers, and authorities necessary to permit the Lime Manager to perform his/her duties and responsibilities, pursuant to the Hold Separate and consistent with the purposes of the Decision and Order contained in the Consent Agreement.

a. The Lime Manager, in his or her capacity as such, shall report directly and exclusively to the Lime Hold Separate Trustee, and shall manage the Lime Business independently of the management of Respondents. The Lime Manager shall not be involved in any way in the operations of the Respondents' businesses (other than the Lime Business) or the operations of Carmeuse's business during the Hold Separate Period.

b. In the event the Lime Manager ceases to act in his or her capacity as such, then Respondents shall select a substitute Lime Manager, subject to the approval of the Lime Hold Separate Trustee, and transfer to the substitute Lime Manager all rights, powers and authorities necessary to permit the substitute Lime Manager to perform his or her duties and responsibilities, pursuant to this Hold Separate.

c. Respondents shall not change the composition of the management of the Lime Business, except that the Lime Manager shall be permitted to remove management employees for cause subject to approval of the Lime Hold Separate Trustee. The Lime Hold Separate Trustee shall have the power to remove the Lime Manager for cause. Within fifteen (15) days after such removal, Respondents shall appoint a replacement for the Lime Manager, subject to the approval of the Hold Separate Trustee in the same manner as provided in Paragraph II of this Hold Separate.

d. The Lime Manager shall have no financial interests affected by Respondents' revenues, profits or profit margins, except that the Lime Manager's compensation for managing the Lime Business may include economic incentives dependent on the financial performance of the Lime Business if there are also sufficient incentives for the Lime Manager to operate the Lime Business at no less than current rates of operations (including, but not limited to, current rates of production and sales) and to achieve the objectives of this Hold Separate. For a period of two (2) years beginning after the termination of this Hold Separate, Respondents shall not retain the services of the Lime Manager.

e. The Lime Manager shall make no material changes in the present operation of the Lime Business except with the approval of or at the instruction of the Lime Hold Separate Trustee.

f. In addition to the Lime Employees, the Lime Manager shall employ such employees as are reasonably necessary to assist the Lime Manager in managing the Lime Business, including, without limitation, pricing services personnel, employee relations personnel, legal services personnel, public relations personnel, supply personnel, earnings consolidation and analysis personnel, business performance personnel (balances scorecard, expense, volume, shared services reporting), customer relations personnel and marketing administration personnel.

3. The Lime Business shall be staffed with employees sufficient to maintain the viability and competitiveness of the Lime Business. Lime Employees shall include (i) all Lime Employees employed by Blue Circle PLC and/or the Lime JV as of the date the Commission accepts the Consent Agreement for public comment; and (ii) those persons

hired from other sources. The Lime Manager, with the approval of the Lime Hold Separate Trustee, shall have the authority to replace employees who have otherwise left their positions with the Lime Business since March 1, 2001. To the extent that Lime Employees leave the Lime Business prior to the Effective Date of Divestiture of the Lime Assets, the Lime Manager, with the approval of the Lime Hold Separate Trustee, shall use reasonable efforts to replace the departing Lime Employees with persons who have similar experience and expertise.

4. Respondents shall cause the Lime Hold Separate Trustee, the Lime Manager, and each Lime Employee with managerial responsibilities having access to Material Confidential Information relating to the Lime Assets to submit to the Commission a signed statement that the individual will maintain the confidentiality required by the terms and conditions of this Hold Separate. These individuals must retain and maintain all Material Confidential Information relating to the Lime Assets on a confidential basis and, except as is permitted by this Hold Separate, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any of Respondents' businesses other than the Lime Business, including but not limited to, Respondents' businesses with Carmeuse. Such persons shall also be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person who works for any of Carmeuse's businesses. These persons shall not be involved in any way in the management, sales, marketing, and financial operations of products of Respondents or Carmeuse that compete with the products of the Lime Business.

5. No later than ten (10) days after the execution of the Lime Hold Separate Trustee Agreement, Respondents shall establish written procedures, subject to the approval of the Lime Hold Separate Trustee, covering the management, maintenance, and independence of the Lime Business consistent with the provisions of this Hold Separate.

6. No later than one (1) business day after the commencement of the Hold Separate Period, Respondents shall circulate to the Lime Employees and to Respondents' employees who are responsible for the operation, distribution, marketing or sale of Lime in the southeast region of the United States, a notice of this Hold Separate and Consent Agreement, in the form attached as Attachment A.

7. The Lime Hold Separate Trustee and the Lime Manager shall serve, without bond or other security, at the cost and expense of Respondents, on reasonable and customary terms and conditions commensurate with the person's experience and responsibilities.

8. Respondents shall indemnify the Lime Hold Separate Trustee and the Lime Manager, and hold the Lime Hold Separate Trustee and the Lime Manager harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Lime Hold Separate Trustee's or the Lime Manager'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 Lime Hold Separate Trustee or the Lime Manager.

9. Respondents shall provide the Lime Business with sufficient financial resources:

a. as are appropriate in the judgment of the Lime Hold Separate Trustee to operate the Lime Business at no less than current rates of operation (including, but not limited to, current rates of Lime production and sales) and at no less than the rates of operation projected in the business plans of the Lime JV as of January 1, 2001 (including, but not limited to, the rates of operation projected in the business plans); provided that the failure to achieve production or sales goals projected in Respondents' business plans shall not be deemed to be a violation of this Hold Separate,

b. to continue, at least at their scheduled pace, any additional expenditures for the Lime Business authorized prior to the date the Consent Agreement is executed,

c. to perform all ordinary and necessary maintenance to, and replacements of, assets of the Lime Business,

d. to carry on capital projects and business plans (as reflected in business plans of the Lime JV as of January 1, 2001) at their scheduled pace, and

e. to maintain the viability, competitiveness, and marketability of the Lime Business until the Effective Date of Divestiture of the Lime Assets, provided the Lime Business may not assume any new long-term debt, except as necessary to meet a competitive threat and as approved by the Lime Hold Separate Trustee.

f. The financial resources to be provided to the Lime Business pursuant to this Paragraph shall include, but shall not be limited to, (i) general funds, (ii) capital, (iii) working capital, and (iv) reimbursement for any operating losses, capital losses, or other losses; provided, however, that consistent with the purposes of the Decision and Order contained in the Consent Agreement, the Lime Hold Separate Trustee may reduce the scale or pace of any capital or research and development project, or substitute any capital or research and development project for another of the same cost.

10. Respondents shall, at the option of the Lime Manager, and with the approval of the Lime Hold Separate Trustee, continue to provide the same support services to the Lime Assets and Lime Business as are being provided to such assets and business by Blue Circle PLC as of the date Respondents execute the Consent Agreement; provided:

a. Respondents may charge the Lime Business the same fees, if any, charged by Respondents for such support services as of the date Respondents execute the Consent Agreement.

b. Respondents shall ensure that all personnel providing such support services retain and maintain all Material Confidential Information relating to the Lime Assets and Lime Business on a confidential basis, and, except as is permitted by this Hold Separate, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any person whose employment involves any of Respondents' businesses (other than the Lime Business), including but not limited to, Carmeuse. Such persons shall also be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any person who works for any of Carmeuse's businesses. Such personnel shall also be required to execute confidentiality agreements prohibiting the disclosure of any Material Confidential Information relating to the Lime Assets and Lime Business.

Nothing herein shall require Respondents to hold separate the operations, assets or personnel used to provide the following support services to the Lime Business during the Hold Separate Period, provided that Respondents adhere to the confidentiality obligations contained herein:

- (1) Public affairs/media relations services;
- (2) Legal services;
- (3) Preparation of tax returns and other audit services;
- (4) Information systems services, including construction, maintenance and support of all SAP and other computer systems;
- (5) Medical services, including drug testing;
- (6) Processing of accounts payable;
- (7) Security services;
- (8) Technical support;
- (9) Financial accounting services;
- (10) Engineering services, including engineering, design and maintenance of plants and terminals;
- (11) Real estate services, including the identification and development of new site;
- (12) Procurement of goods and services utilized in the ordinary course of business by the Lime Business; and
- (13) Transportation and other logistics services.

11. Except as provided in this Hold Separate and the Decision and Order, Respondents shall not employ or make offers of employment to any Lime Employee during the Hold Separate Period. The Lime Assets Acquirer shall have the option of offering employment to the Lime Employees pursuant to the terms of the Decision and Order. After the Hold Separate Period, Respondents may offer employment to the Lime Employees who have not been offered employment or have been terminated by the Lime Assets Acquirer. Respondents shall not interfere with the employment of the Lime Employees by the Lime Assets Acquirer; shall not offer any incentive to said employees to decline employment with the Lime Assets Acquirer or accept other employment with Respondents; and shall remove any impediments that may deter Lime Employees 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 the Lime Employees that would affect the ability of the Lime Employees to be employed by the Lime Assets Acquirer.

12. For a period of one (1) year commencing on the Effective Date of Divestiture of the Lime Assets, Respondents shall not employ or make offers of employment to any Lime Employees who have been offered employment with the Lime Assets Acquirer, unless such individuals have been terminated by the Lime Assets Acquirer.

13. Notwithstanding subparagraph II.D.11, Respondents may offer a bonus or severance to those Lime Employees who continue their employment with the Lime Business until the Effective Date of Divestiture of the Lime Assets, in addition to any other bonus or severance to which the Lime Employees would otherwise be entitled.

14. Respondents shall not exercise direction or control over, or influence directly or indirectly, the Lime Assets, the Lime Business, the Lime Hold Separate Trustee, the Lime Manager, or any of its operations; provided, however, that Respondents may exercise only such direction and control over the Lime Business as are necessary to assure compliance with this Hold Separate or the Consent Agreement, or with all applicable laws including, in consultation with the Lime Hold Separate Trustee, continued oversight of the Lime Business's compliance with policies and standards concerning the safety, health, and environmental aspects of its operations and the integrity of its financial controls; and Respondents shall have the right to defend any legal claims, investigations or enforcement actions threatened or brought against the Lime Business.

15. Except for the Lime Manager or the Lime Hold Separate Trustee, and except to the extent provided in this Paragraph II, Respondents shall not permit anyone not an employee, officer or director of the Lime Business to be involved in the operations of the Lime Business.

16. Respondents shall maintain the viability, marketability, and competitiveness of the Lime Assets and the Lime Business, and shall not cause the wasting or deterioration of the Lime Assets and the Lime Business, nor shall they cause the Lime Assets and the Lime Business 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 and the Lime Business. Respondents shall comply with the terms of this subparagraph II.D.16 until such time as Respondents or the Divestiture Trustee have divested the Lime Assets pursuant to the terms of the Decision and Order. Respondents shall conduct the business of the Lime Assets and the Lime Business 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 and the Lime Business in the ordinary course of business and in accordance with past practice. Respondents shall not terminate the operations of any Lime Assets or the Lime Business. Respondents shall use their best efforts to keep the organization and properties of the Lime Assets and the Lime Business 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 and the Lime Business.

17. Until the Effective Date of Divestiture of the Lime Assets, Respondents shall ensure that the Lime Employees continue to be paid their salaries, all current and accrued bonuses, pensions and other current and accrued benefits to which such employees would otherwise have been entitled.

18. Except as required by law, and except to the extent that necessary information is exchanged in the course of consummating the Acquisition, defending investigations, defending or prosecuting litigation, obtaining legal advice, negotiating and meeting obligations under agreements to divest assets pursuant to the Decision and Order contained in the Consent Agreement and engaging in related due diligence, or complying with this Hold Separate or the Decision and Order contained in the Consent Agreement, Respondents shall not receive or have access to, or use or continue to use, any Non-Public Lime Information. Nor shall the Lime Manager or the Lime Employees (excluding support services employees involved in providing support to the Lime Business pursuant to this Paragraph II) receive or have access to, or use or continue to use, any Material Confidential Information not in the public domain about Respondents and relating to Respondents' businesses except such information as is necessary to maintain and operate the Lime Business. Respondents may receive, on a regular basis, aggregate financial information relating to the Lime Assets necessary to allow Respondents to prepare United States consolidated financial reports and tax returns. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in this subparagraph.

19. Within thirty (30) days after commencement of the Hold Separate Period and every sixty (60) days thereafter until the Hold Separate terminates, the Lime Hold Separate Trustee shall report in writing to the Commission concerning the efforts to accomplish the purposes of this Hold Separate. Included within that report shall be the Lime Hold Separate Trustee's assessment of the extent to which the Lime Business is meeting (or exceeding) projected goals as reflected in operating plans, budgets, projections or any other regularly prepared financial statements.



### III.

**IT IS FURTHER ORDERED** that:

- A. During the Hold Separate Period, Respondents shall (i) hold the Great Lakes Business as a separate and independent business as required by this Hold Separate, except to the extent that Respondents must exercise direction and control over the Great Lakes Business and Great Lakes Assets to assure compliance with this Hold Separate or with the Decision and Order contained in the Consent Agreement, and except as otherwise provided in this Hold Separate, and (ii) vest the Great Lakes Business with all powers and authorities necessary to conduct its business.
- B. The purpose of this Hold Separate is to: (i) preserve the Great Lakes Business as a viable, competitive, and ongoing business, independent of Respondents, until the Effective Date of Divestiture of the Great Lakes Assets; (ii) assure that no Material Confidential Information is exchanged between Respondents and the Great Lakes Business, except as otherwise provided in this Hold Separate; and (iii) prevent interim harm to competition pending divestiture of the Great Lakes Assets and other relief.
- C. Daniel E. Somes is hereby appointed to serve as the Great Lakes Hold Separate Trustee.
- D. The Great Lakes Hold Separate Trustee shall monitor Respondents' compliance with Paragraph III of this Hold Separate, and shall have all powers and authority necessary to effectuate his or her responsibilities pursuant to this Hold Separate and shall have the rights, duties and responsibilities described below:
  - 1. Respondents shall hold the Great Lakes Business separate and independent on the following terms and conditions:
    - a. No later than ten (10) days after the execution of the Consent Agreement, Respondents shall have executed a Great Lakes Hold Separate Trustee Agreement that, subject to the approval of the Commission, transfers to the Great Lakes Hold Separate Trustee all rights, powers and authorities contained in the Consent Agreement or necessary to permit the Great Lakes Hold Separate Trustee to perform his or her duties and obligations pursuant to this Hold Separate and the Decision and Order.
    - b. No later than one (1) day after the commencement of the Hold Separate Period, Respondents shall transfer to the Great Lakes Hold Separate Trustee all rights, powers, and authorities necessary to permit the Great Lakes Hold Separate Trustee to perform his/her duties and responsibilities, pursuant to this Hold Separate and consistent with the purposes of the Decision and Order contained in the Consent Agreement.
    - c. The Great Lakes Hold Separate Trustee shall have the responsibility, consistent with the terms of this Hold Separate and the Decision and Order

contained in the Consent Agreement, for monitoring the organization of the Great Lakes Business; for managing the Great Lakes Business through the Great Lakes Manager; for maintaining the independence of the Great Lakes Business; and for assuring Respondents' compliance with their obligations pursuant to this Hold Separate and the Decision and Order contained in the Consent Agreement.

d. The Great Lakes Hold Separate Trustee shall have full and complete access to all personnel, books, records, documents and facilities of the Great Lakes Business or to any other relevant information of the Respondents relating to the Great Lakes Business or relating to Respondents' obligations under the Decision and Order and/or under this Hold Separate, as the Great Lakes Hold Separate Trustee may reasonably request. Respondents shall develop such financial or other information as the Great Lakes Hold Separate Trustee may reasonably request and shall cooperate with the Great Lakes Hold Separate Trustee. Respondents shall take no action to interfere with or impede the Great Lakes Hold Separate Trustee's ability to perform his or her responsibilities consistent with the terms of this Hold Separate or to monitor Respondents' compliance with this Hold Separate.

e. The Great Lakes Hold Separate Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, and other representatives and assistants as are reasonable and necessary to carry out the Great Lakes Hold Separate Trustee's duties and responsibilities. The Great Lakes Hold Separate Trustee shall account for all expenses incurred, including fees for his or her services, subject to the approval of the Commission.

f. The Commission may require the Great Lakes Hold Separate Trustee to sign an appropriate confidentiality agreement relating to the Commission materials and information received in connection with the performance of the Great Lakes Hold Separate Trustee's duties.

g. The Respondents may require the Great Lakes Hold Separate Trustee to sign a confidentiality agreement prohibiting the disclosure of any Material Confidential Information relating to the Great Lakes Business to anyone other than the Commission.

h. If the Great Lakes Hold Separate Trustee ceases to act or fails to act diligently and consistent with the purposes of this Hold Separate, the Commission may appoint a substitute Great Lakes Hold Separate Trustee. In the event a substitute Great Lakes Hold Separate Trustee is appointed, Respondents shall be notified of the name of the substitute Great Lakes Hold Separate Trustee. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Great Lakes Hold Separate Trustee within ten (10) business days after notice by the Commission to Respondents of the identity of any proposed Great Lakes Hold Separate Trustee, Respondents shall be deemed to have consented to the selection of the proposed Great Lakes Hold Separate Trustee.

2. No later than ten (10) days after the execution of the Great Lakes Hold Separate Trustee Agreement, Respondents shall have, subject to the approval of the Great Lakes Hold Separate Trustee, entered into a management agreement with, and transferred to the Great Lakes Manager all rights, powers, and authorities necessary to permit the Great Lakes Manager to perform his/her duties and responsibilities, pursuant to this Hold Separate and consistent with the purposes of the Decision and Order contained in the Consent Agreement.

a. The Great Lakes Manager, in his or her capacity as such, shall report directly and exclusively to the Great Lakes Hold Separate Trustee, and shall manage the Great Lakes Business independently of the management of Respondents. The Great Lakes Manager shall not be involved in any way in the operations of the Respondents' businesses (other than the Great Lakes Business) during the Hold Separate Period.

b. In the event the Great Lakes Manager ceases to act in his or her capacity as such, then Respondents shall select a substitute Great Lakes Manager, subject to the approval of the Great Lakes Hold Separate Trustee, and transfer to the substitute Great Lakes Manager all rights, powers and authorities necessary to permit the substitute Great Lakes Manager to perform his or her duties and responsibilities, pursuant to this Hold Separate.

c. Respondents shall not change the composition of the management of the Great Lakes Business, except that the Great Lakes Manager shall be permitted to remove management employees for cause subject to approval of the Great Lakes Hold Separate Trustee. The Great Lakes Hold Separate Trustee shall have the power to remove the Great Lakes Manager for cause. Within fifteen (15) days after such removal, Respondents shall appoint a replacement for the Great Lakes Manager, subject to the approval of the Hold Separate Trustee in the same manner as provided in Paragraph III of this Hold Separate.

d. The Great Lakes Manager shall have no financial interests affected by Respondents' revenues, profits or profit margins, except that the Great Lakes Manager's compensation for managing the Great Lakes Business may include economic incentives dependent on the financial performance of the Great Lakes Business if there are also sufficient incentives for the Great Lakes Manager to operate the Great Lakes Business at no less than current rates of operations (including, but not limited to, current rates of production and sales) and to achieve the objectives of this Hold Separate. For a period of two (2) years beginning after the termination of this Hold Separate, Respondents shall not retain the services of the Great Lakes Manager.

e. The Great Lakes Manager shall make no material changes in the present operation of the Great Lakes Business except with the approval of or at the instruction of the Great Lakes Hold Separate Trustee.

f. In addition to the Great Lakes Employees, the Great Lakes Manager shall employ such employees as are reasonably necessary to assist the Great

Lakes Manager in managing the Great Lakes Business, including, without limitation, pricing services personnel, employee relations personnel, legal services personnel, public relations personnel, supply personnel, earnings consolidation and analysis personnel, business performance personnel (balances scorecard, expense, volume, shared services reporting), customer relations personnel and marketing administration personnel.

3. The Great Lakes Business shall be staffed with employees sufficient to maintain the viability and competitiveness of the Great Lakes Business. Great Lakes Employees shall include (i) all Great Lakes Employees employed by Blue Circle PLC as of the date the Commission accepts the Consent Agreement for public comment; and (ii) those persons hired from other sources. The Great Lakes Manager, with the approval of the Great Lakes Hold Separate Trustee, shall have the authority to replace employees who have otherwise left their positions with the Great Lakes Business since March 1, 2001. To the extent that Great Lakes Employees leave the Great Lakes Business prior to the Effective Date of Divestiture of the Great Lakes Assets, the Great Lakes Manager, with the approval of the Great Lakes Hold Separate Trustee, shall use reasonable efforts to replace the departing Great Lakes Employees with persons who have similar experience and expertise.

4. Respondents shall cause the Great Lakes Hold Separate Trustee, the Great Lakes Manager, and each Great Lakes Employee with managerial responsibilities having access to Material Confidential Information relating to the Great Lakes Assets to submit to the Commission a signed statement that the individual will maintain the confidentiality required by the terms and conditions of this Hold Separate. These individuals must retain and maintain all Material Confidential Information relating to the Great Lakes Assets on a confidential basis and, except as is permitted by this Hold Separate, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any of Respondents' businesses other than the Great Lakes Business. These persons shall not be involved in any way in the management, sales, marketing, and financial operations of the competing products of Respondents.

5. No later than ten (10) days after the execution of the Great Lakes Hold Separate Trustee Agreement, Respondents shall establish written procedures, subject to the approval of the Great Lakes Hold Separate Trustee, covering the management, maintenance, and independence of the Great Lakes Business consistent with the provisions of this Hold Separate.

6. No later than one (1) business day after the commencement of the Hold Separate Period, Respondents shall circulate to the Great Lakes Employees and to Respondents' employees who are responsible for the operation, distribution, marketing or sale of Cement and Slag in the Great Lakes region of the United States, a notice of this Hold Separate, in the form attached as Attachment B.

7. The Great Lakes Hold Separate Trustee and the Great Lakes Manager shall serve, without bond or other security, at the cost and expense of Respondents, on

reasonable and customary terms and conditions commensurate with the person's experience and responsibilities.

8. Respondents shall indemnify the Great Lakes Hold Separate Trustee and the Great Lakes Manager, and hold the Great Lakes Hold Separate Trustee and the Great Lakes Manager harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Great Lakes Hold Separate Trustee's or the Great Lakes Manager'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 Great Lakes Hold Separate Trustee or the Great Lakes Manager.

9. Respondents shall provide the Great Lakes Business with sufficient financial resources:

a. as are appropriate in the judgment of the Great Lakes Hold Separate Trustee to operate the Great Lakes Business at no less than current rates of operation (including, but not limited to, current rates of production and sales) and at no less than the rates of operation projected in the business plans of Blue Circle PLC as of January 1, 2001 (including, but not limited to, the rates of operation projected in the business plans); provided that the failure to achieve production or sales goals projected in Respondents' business plans shall not be deemed to be a violation of this Hold Separate,

b. to continue, at least at their scheduled pace, any additional expenditures for the Great Lakes Business authorized prior to the date this Hold Separate becomes final,

c. to perform all ordinary and necessary maintenance to, and replacements of, assets of the Great Lakes Business,

d. to carry on capital projects and business plans (as reflected in business plans of Blue Circle PLC as of January 1, 2001) at their scheduled pace, and

e. to maintain the viability, competitiveness, and marketability of the Great Lakes Business until the Effective Date of Divestiture of the Great Lakes Assets, provided the Great Lakes Business may not assume any new long-term debt, except as necessary to meet a competitive threat and as approved by the Great Lakes Hold Separate Trustee.

f. The financial resources to be provided to the Great Lakes Business pursuant to this Paragraph shall include, but shall not be limited to, (i) general funds, (ii) capital, (iii) working capital, and (iv) reimbursement for any operating losses, capital losses, or other losses; provided, however, that consistent with the purposes of the Decision and Order contained in the Consent Agreement, the Great Lakes Hold Separate Trustee may reduce the scale or pace of any capital or research and development project, or substitute any capital or research and development project for another of the same cost.

10. Respondents shall, at the option of the Great Lakes Manager, and with the approval of the Great Lakes Hold Separate Trustee, continue to provide the same support services to the Great Lakes Assets and Great Lakes Business as are being provided to such assets and business by Blue Circle PLC as of the date Respondents execute the Consent Agreement, provided:

a. Respondents may charge the Great Lakes Business the same fees, if any, charged by Respondents for such support services as of the date Respondents execute the Consent Agreement.

b. Respondents shall ensure that all personnel providing such support services retain and maintain all Material Confidential Information relating to the Great Lakes Assets and Great Lakes Business on a confidential basis, and, except as is permitted by this Hold Separate, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any person whose employment involves any of Respondents' businesses other than the Great Lakes Business. Such personnel shall also be required to execute confidentiality agreements prohibiting the disclosure of any Material Confidential Information of the Great Lakes Assets and Great Lakes Business.

Nothing herein shall require Respondents to hold separate the operations, assets or personnel used to provide the following support services to the Great Lakes Business during the Hold Separate Period, provided that Respondents adhere to the confidentiality obligations contained herein:

- (1) Public affairs/media relations services
- (2) Legal services
- (3) Preparation of tax returns and other audit services;
- (4) Information systems services, including construction, maintenance and support of all SAP and other computer systems;
- (5) Medical services, including drug testing;
- (6) Processing of accounts payable;
- (7) Security services;
- (8) Technical support;
- (9) Financial accounting services;
- (10) Engineering services, including engineering, design and maintenance of plants and terminals;

- (11) Real estate services, including the identification and development of new site;
- (12) Procurement of goods and services utilized in the ordinary course of business by the Great Lakes Business; and
- (13) Transportation and other logistics services.

11. Except as provided in this Hold Separate and the Decision and Order, Respondents shall not employ or make offers of employment to any Great Lakes Employee during the Hold Separate Period. The Great Lakes Assets Acquirer shall have the option of offering employment to the Great Lakes Employees pursuant to the terms of the Decision and Order. After the Hold Separate Period, Respondents may offer employment to the Great Lakes Employees who have not been offered employment or have been terminated by the Great Lakes Assets Acquirer. Respondents shall not interfere with the employment of the Great Lakes Employees by the Great Lakes Assets Acquirer; shall not offer any incentive to said employees to decline employment with the Great Lakes Assets Acquirer or accept other employment with Respondents; and shall remove any impediments that may deter Great Lakes Employees 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 the Great Lakes Employees that would affect the ability of the Great Lakes Employees to be employed by the Great Lakes Assets Acquirer.

12. For a period of one (1) year commencing on the Effective Date of Divestiture of the Great Lakes Assets, Respondents shall not employ or make offers of employment to any Great Lakes Employees who have been offered employment with the Great Lakes Assets Acquirer, unless such individuals have been terminated by the Great Lakes Assets Acquirer.

13. Notwithstanding subparagraph III.D.11, Respondents may offer a bonus or severance to those Great Lakes Employees who continue their employment with the Great Lakes Business until the Effective Date of Divestiture of the Great Lakes Assets, in addition to any other bonus or severance to which the employees would otherwise be entitled.

14. Respondents shall not exercise direction or control over, or influence directly or indirectly, the Great Lakes Assets, the Great Lakes Business, the Great Lakes Hold Separate Trustee, the Great Lakes Manager, or any of its operations; provided, however, that Respondents may exercise only such direction and control over the Great Lakes Business as are necessary to assure compliance with this Hold Separate or the Consent Agreement, or with all applicable laws including, in consultation with the Lime Hold Separate Trustee, continued oversight of the Great Lakes Business's compliance with policies and standards concerning the safety, health, and environmental aspects of its operations and the integrity of its financial controls; and Respondents shall have the right to defend any legal claims, investigations or enforcement actions threatened or brought against the Great Lakes Business.

15. Except for the Great Lakes Manager or the Great Lakes Hold Separate Trustee, and except to the extent provided in this Paragraph III, Respondents shall not permit anyone not an employee, officer or director of the Great Lakes Business to be involved in the operations of the Great Lakes Business.

16. Respondents shall maintain the viability, marketability, and competitiveness of the Great Lakes Assets and the Great Lakes Business, and shall not cause the wasting or deterioration of the Great Lakes Assets and the Great Lakes Business, nor shall they cause the Great Lakes Assets and the Great Lakes Business 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 and the Great Lakes Business. Respondents shall comply with the terms of this subparagraph III.D.16 until such time as Respondents or the Divestiture Trustee have divested the Great Lakes Assets pursuant to the terms of the Decision and Order. Respondents shall conduct the business of the Great Lakes Assets and the Great Lakes Business 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 and the Great Lakes Business in the ordinary course of business and in accordance with past practice. Respondents shall not terminate the operations of any Great Lakes Assets or the Great Lakes Business. Respondents shall use their best efforts to keep the organization and properties of the Great Lakes Assets and the Great Lakes Business 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 and the Great Lakes Business.

17. Until the Effective Date of Divestiture of the Great Lakes Assets, Respondents shall ensure that the Great Lakes Employees continue to be paid their salaries, all current and accrued bonuses, pensions and other current and accrued benefits to which such employees would otherwise have been entitled.

18. Except as required by law, and except to the extent that necessary information is exchanged in the course of consummating the Acquisition, defending investigations, defending or prosecuting litigation, obtaining legal advice, negotiating and meeting obligations under agreements to divest assets pursuant to the Decision and Order contained in the Consent Agreement and engaging in related due diligence, or complying with this Hold Separate or the Decision and Order contained in the Consent Agreement, Respondents shall not receive or have access to, or use or continue to use, any Non-Public Great Lakes Information. Nor shall the Great Lakes Manager or the Great Lakes Employees (excluding support services employees involved in providing support to the Great Lakes Business pursuant to this Paragraph III) receive or have access to, or use or continue to use, any Material Confidential Information not in the public domain about Respondents and relating to Respondents' businesses except such information as is necessary to maintain and operate the Great Lakes Business. Respondents may receive, on a regular basis, aggregate financial information relating to the Great Lakes Assets necessary to allow Respondents to prepare United States consolidated financial reports



and tax returns. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in this subparagraph.

19. Within thirty (30) days after the commencement of the Hold Separate Period and every sixty (60) days thereafter until the Hold Separate terminates, the Great Lakes Hold Separate Trustee shall report in writing to the Commission concerning the efforts to accomplish the purposes of this Hold Separate. Included within that report shall be the Great Lakes Hold Separate Trustee's assessment of the extent to which the Great Lakes Business is meeting (or exceeding) projected goals as reflected in operating plans, budgets, projections or any other regularly prepared financial statements.

#### IV.

**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 Hold Separate.

#### V.

**IT IS FURTHER ORDERED** that for the purposes of determining or securing compliance with this Hold Separate, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondents made to their principal United States offices, Respondents shall permit any duly authorized representatives of the Commission:

- A. Access, during office hours of Respondents and in the presence of counsel, to all facilities, and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and all other records and documents in the possession or under the control of Respondents relating to compliance with this Hold Separate; and
- B. Upon eight (8) days' notice to Respondents and without restraint or interference from Respondents, to interview officers, directors, or employees of Respondents, who may have counsel present, regarding such matters.

#### VI.

**IT IS FURTHER ORDERED** that this Hold Separate shall terminate on the earlier of:

- A. Three (3) business days after the Commission withdraws its acceptance of the Consent Agreement pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34; or

- B. With respect to the Great Lakes Assets, the Effective Date of Divestiture of the Great Lakes Assets, as required by the Decision and Order contained in the Consent Agreement; and with respect to the Lime Assets, the Effective Date of Divestiture of the Lime Assets, as required by the Decision and Order contained in the Consent Agreement.

By the Commission.

Donald S. Clark  
Secretary

SEAL

ISSUED:

## ATTACHMENT A

### NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY

Lafarge S.A. (“Lafarge”) and Blue Circle Industries PLC (“Blue Circle PLC”), hereinafter referred to as “Respondents,” have entered into an Agreement Containing Consent Orders (“Consent Agreement”) with the Federal Trade Commission relating to the divestiture of certain assets.

As used herein, the term “Lime JV” as defined in the Federal Trade Commission’s Decision and Order (“Decision and Order”), 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., a limited partnership. As used herein, the term “Lime Plant” as defined in the Decision and Order, means the Lime production facility located at 8039 Highway 25, Calera, Alabama that manufactures, distributes and sells Lime, and that is owned and controlled by the Lime JV. As used herein, the term “Lime Business” as defined in the Decision and Order means the research, development, manufacture, distribution, or sale of Lime at through or by the Lime Plant. As used herein, the term “Lime Assets” as defined in the Decision and Order, means the Respondents’ assets, properties, business and goodwill, tangible or intangible used to operate the Lime Business in the ordinary course of business and in accordance with past practice. As used herein, the term “Carmeuse” as defined in the Decision and Order, means Carmeuse North America Group B.V.

Under the terms of the Consent Agreement, if the Respondents fail to divest the Lime Assets within 180 days from the date upon which Lafarge and Blue Circle PLC consummate the Acquisition, a trustee will be appointed to divest the Lime Assets.

The Lime Assets must be managed and maintained as a separate, ongoing business, independent of all other businesses of the Respondents, including but not limited to Carmeuse, until the Lime Assets are divested. All competitive information relating to the Lime Assets must be retained and maintained by the persons involved in the operation of the Lime Assets on a confidential basis, and such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any other business of the Respondents, including but not limited to Carmeuse. Similarly, persons involved in similar activities at Blue Circle PLC, Lafarge or Carmeuse shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any similar information to or with any other person whose employment involves the Lime Assets.

Any violation of the Consent Agreement may subject Respondents to civil penalties and other relief as provided by law.

## **ATTACHMENT B**

### **NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY**

Lafarge S.A. (“Lafarge”) and Blue Circle Industries PLC (“Blue Circle PLC”), hereinafter referred to as “Respondents,” have entered into an Agreement Containing Consent Orders (“Consent Agreement”) with the Federal Trade Commission relating to the divestiture of certain assets.

As used herein, the term “Great Lakes Business” as defined in the Federal Trade Commission’s Decision and Order (“Decision and Order”) means the research, development, manufacture, distribution, or sale of Cement and Slag at 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. As used herein, the term “Great Lakes Assets” as defined in the Decision and Order, means the Respondents’ assets, properties, business and goodwill, tangible or intangible used to operate the Great Lakes Business in the ordinary course of business and in accordance with past practice.

Under the terms of the Consent Agreement, if the Respondents fail to divest the Great Lakes Assets within 180 days from the date upon which Lafarge and Blue Circle PLC consummate the Acquisition, a trustee will be appointed to divest the Great Lakes Assets.

The Great Lakes Assets must be managed and maintained as a separate, ongoing business, independent of all other businesses of the Respondents until the Great Lakes Assets are divested. All competitive information relating to the Great Lakes Assets must be retained and maintained by the persons involved in the operation of the Great Lakes Assets on a confidential basis, and such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any other business of the Respondents. Similarly, persons involved in similar activities at Blue Circle PLC or Lafarge shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any similar information to or with any other person whose employment involves the Great Lakes Assets.

Any violation of the Consent Agreement may subject Respondents to civil penalties and other relief as provided by law.