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- C. “Respondent” or “Respondents” means Lafarge and Holcim, individually and collectively.
- D. “Acquirer” means a person or entity approved by the Commission to acquire any of the

- O. “Commission” means the Federal Trade Commission.
- P. “Direct Costs” means cost not to exceed the cost of labor, material, travel, and other expenditures to the extent the costs are directly incurred to provide services under this Order or the Hold Separate Order. “Direct Cost” to an Acquirer for its use of any of Respondents’ employees’ labor shall not exceed the then-current average wage rate for such employee, including benefits.1onler

- AA. “Grandville Terminal Assets” means the Terminal Assets relating to Holcim’s Grandville terminal located at 3443 Viaduct Street SW, Grandville, Michigan that stores, distributes and sells Cement and related products.
- BB. “Hold Separate Monitor” means the Person approved by the Commission to serve as a Hold Separate Monitor pursuant to the Hold Separate Order issued by the Commission.
- CC. “Hold Separate Order” means the Order to Hold Separate and Maintain Assets issued by the Commission in this matter.
- DD. “Know-How” means know-how, trade secrets, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, research, development and other similar information.
- EE. “Material Confidential Information” means any material non-public information relating to the Assets To Be Divested either prior to or after the applicable Divestiture Date, including, but not limited to, business and strategic plans, customer or supplier lists, customer or supplier contract terms, information about sales to customers or purchases from suppliers, manufacturing volumes or costs, price lists, marketing methods, or Know-How, and:
1. Obtained by Respondents prior to the Divestiture Date; or,
 2. Obtained by Respondents after the Divestiture Date, in the course of performing Respondents’ obligations under any Remedial Agreement(s) or the Hold Separate Order;
- Provided, however,* that Material Confidential Information shall not include:
1. Information that is in the public domain when received by Respondents;
 2. Information that is not in the public domain when received by Respondents and thereafter becomes public through no act or failure to act by Respondents;
 3. Information that Respondents develop or obtain independently, without violating any applicable law or this Order, and without breaching any confidentiality obligation with respect to the information; and,
 4. Information that becomes known to Respondents from a third party not in breach of applicable law or a confidentiality obligation with respect to the information.
- FF. “Mississippi River Assets” means:
1. The Plant Assets relating to Lafarge’s Davenport Cement plant located at 301 East Front Street, Buffalo, Iowa that produces, stores, distributes and sells Cement and related products;
 2. The Terminal Assets relating to Lafarge’s Red Rock terminal located at 1363 Red Rock Road, St. Paul, Minnesota that stores, distributes and sells Cement and related products;

3. The Terminal Assets relating to Lafarge's Minneapolis terminal located at 33 26th Ave North, Minneapolis, Minnesota that stores, distributes and sells Cement and related products;
4. The Terminal Assets relating to Lafarge's Des Moines terminal located at 275 South 11th Street, West Des Moines, Iowa that stores, distributes and sells Cement and related products;
5. The Terminal Assets relating to Lafarge's La Crosse terminal located at 816 Bain Bridge St., La Crosse, Wisconsin that stores, distributes and sells Cement and related products;
6. The Terminal Assets relating to Lafarge's Memphis terminal located at 48 Henry Avenue, Memphis, Tennessee that stores, distributes and sells Cement and related products;
7. The Terminal Assets relating to Lafarge's Union terminal located at 10650 Hwy 44, Convent, Louisiana that stores, distributes and sells Cement and related products; and
8. The Terminal Assets relating to Lafarge's France Road terminal located at 2315 France Street

- JJ. “Remedial Agreement(s)” means:
1. Any Divestiture Agreement; and
 2. Any other agreement between a Respondent and a Commission-approved Acquirer (or between a Divestiture Trustee and a Commission-approved Acquirer), including but not limited to any Transition Services Agreement and any Cement or Slag supply, throughput, storage or transportation agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto, related to the Assets To Be Divested, that have been approved by the Commission to accomplish the requirements of this Order.
- KK. “Rock Island Terminal” means the Terminal Assets relating to Holcim’s Rock Island terminal located at 625 First Avenue, Rock Island, Illinois, that stores, distributes and sells Cement and related products.
- LL. “Slag” means ground granulated blast furnace slag (or “GGBFS”), which is a cementitious material produced by grinding granulated blast furnace slag to a suitable fineness for use as a hydraulic binder in the production of concrete and mortar.
- MM. “Skyway Slag Plant” means the Plant Assets relating to Holcim’s Slag plant located at 3020 East 103rd Street, Chicago, Illinois that produces, stores, distributes and sells Slag and related products.
- NN. “Summit” means Summit Materials, Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the state of Delaware, m Tc -04 5..695 0 Td ()Tj /Ts6 Tw

that receives the prior approval of the Commission, and in a manner that receives the prior approval of the Commission.

Provided, however, that such Acquirer(s) shall have received all necessary approvals from the Canada Competition Bureau to acquire the Canada/Great Lakes Assets and the Trident Assets prior to the applicable Divestiture Date(s);

- B. *Provided, that,* if prior to the date this Order becomes final, Respondents have divested the Assets To Be Divested pursuant to Paragraph II.A.1.-4. and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that:
1. Any Proposed Acquirer identified in Paragraph II.A.1.-4. is not an acceptable Acquirer, then Respondents shall, within five days of notification by the Commission, rescind such transaction with that Proposed Acquirer, and shall divest such assets, absolutely and in good faith, at no minimum price, to an Acquirer and in a manner that receives the prior approval of the Commission, within 90 days of the date the Commission notifies Respondents that such Proposed Acquirer is not an acceptable Acquirer; or
 2. The manner in which any divestiture identified in Paragraph II.A.1.-4. was accomplished is not acceptable, the Commission may direct the Respondents, or appoint a Divestiture Trustee pursuant to Paragraph V. of this Order, to effect such modifications to the manner of divesting those assets to such Acquirer (including, but not limited to, entering into additional agreements or arrangements, or modifying the relevant Divestiture Agreement) as may be necessary to satisfy the requirements of this Order.
- C. All Remedial Agreement(s) approved by the Commission:
1. Shall be deemed incorporated by reference into this Order, and any failure by Respondents to comply with the terms of any such Remedial Agreement(s) shall constitute a violation of this Order; and
 2. Shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that nothing in this Order shall be construed to reduce any rights or benefits of any Acquirer or to reduce any obligation of Respondents under such agreement. If any term of any Remedial Agreement(s) varies from the terms of this Order (“Order Term”), then to the extent that Respondents cannot fully comply with both terms, the Order Term shall determine Respondents’ obligations under this Order.
- D. At the option of each Acquirer, and subject to the prior approval of the Commission, Respondents shall enter into a Transition Services Agreement for a term extending up to two years following the relevant Divestiture Date, which agreement may be terminated at any time by the Acquirer without penalty upon commercially reasonable notice to Respondents.

E. Prior to each applicable Divestiture Date:

1. Respondents shall secure, at their sole expense, consents from any third parties that are necessary to effect the complete transfer of the Assets To Be Divested to each Acquirer, and for each Acquirer to operate the Assets To Be Divested in a manner consistent with the purposes of this Order;

Provided, however, that for consents not required to be secured by the Divestiture Date pursuant to the applicable Divestiture Agreement, Respondents shall use commercially reasonable efforts to secure such consents promptly following the Divestiture Date;

Provided, further, that Respondents shall not be required to secure the consent of any governmental agency relating to any permit, license, or right that Respondents have no legal right to divest or transfer to the Acquirer; and

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- B. Respondents shall devise and implement measures to protect against the storage, distribution, and use of Material Confidential Information that is not permitted by this Order, the Hold Separate Order, or the Remedial Agreement(s). These measures shall include, but not be limited to, restrictions placed on access by persons to information available or stored on any of Respondents' computers or computer networks.
- C. Notwithstanding anything else in paragraph III of this Order and subject to the Hold Separate Order, Respondents may use and disclose Material Confidential Information:
1. In the ordinary course of business in the operation of Respondents' retained businesses and assets if:
 - a. The Material Confidential Information relates both to the Assets To Be Divested and to Respondents' retained businesses or assets;
 - b. The Divestiture Agreement permits Respondents to retain Material Confidential Information that also relates to Respondents' retained businesses or assets; and
 - c. Respondents protect against the disclosure or use of such Material Confidential Information in the same way Respondents protect against the disclosure or use of Respondents' other confidential information;
 2. For the purpose of performing Respondents' obligations under this Order, the Hold Separate Order, or the Remedial Agreement(s);
 3. To ensure compliance with legal and regulatory requirements including, but not limited to:
 - a. Retaining a copy of Material Confidential Information for the sole purpose of complying with any applicable law, regulations, and other legal obligations; and,
 - b. Requirements of the rules and regulations of the Securities and Exchange Commission and of any stock, the performance of necessary audits and the maintenance of effective internal controls and procedures for required disclosures of financial information;
 4. To provide accounting, information technology, and credit-underwriting services;
 5. To provide legal services associated with actual or potential litigation and transactions;
 6. To monitor and ensure compliance with financial, tax reporting, governmental environmental, health, and safety requirements; or
 7. As otherwise provided by this Order and the Hold Separate Order.

IV.

IT IS FURTHER ORDERED that:

- A. The Commission appoints ING Financial Markets LLC as Monitor, and approves the agreement between the Monitor and Respondents, attached as Appendix V (“Monitor Agreement”) and Non-Public Appendix V-1 (“Monitor Compensation”). The Monitor is appointed to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by this Order and the Remedial Agreement(s).
- B. The Monitor’s duties and responsibilities shall include the following, among other responsibilities that may be required:
 - 1. The Monitor shall act in a fiduciary capacity for the benefit of the Commission;
 - 2. The Monitor shall serve until such time as Respondents have complied fully with all of their obligations under the Remedial Agreement(s);
 - 3. The Monitor shall have the power and authority to Monitor Respondents’ compliance with this Order and the Remedial Agreement(s);
 - 4. The Monitor shall have power and authority to review and audit, at the Respondents’ sole cost and expense, the books and records of Respondents to determine whether Respondents have complied fully with their obligations under the Order and the Remedial Agreement(s);
 - 5. The Monitor shall exercise such power and authority and carry out his or her duties and responsibilities in a manner consistent with the purposes of this Order and in consultation with the Commission and its staff;
 - 6. The Monitor shall review all reports submitted to the Commission by Respondents under this Order and, within thirty (30) days from the date the Monitor receives a report, the Monitor shall report in writing to the Commission concerning performance by Respondents of their obligations under the Order and the Remedial Agreement(s); and,
 - 7. The Monitor shall provide written reports to the Commission every 60 days, or upon a schedule determined by Commission staff, that provides the Commission with timely information to determine if Respondents have complied and are complying with thei

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financial or other information as any Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede any Divestiture Trustee's accomplishment of the divestiture. Any delays caused by Respondents shall extend the time under this Paragraph for a time period equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by tcco.15 Td [2Ee Trustee25 0 Tm

fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, malfeasance, willful or wanton acts, or bad faith by the Divestiture Trustee.

- g. The Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order.
- h. The Divestiture Trustee shall report in writing to Respondents and to the

negotiations for the divestitures and the identity and contact information of all parties contacted. Respondents shall include in the reports copies of all material written communications to and from such parties, all internal memoranda reviewing or evaluating possible acquirers or divestiture proposals, and all reports and recommendations concerning completing the obligations.

- B. On the first anniversary of the date this Order is issued, and thereafter on each subsequent

provided by Respondents at the request of the authorized representative(s) of the Commission and at the expense of the Respondents; and

- B. To interview officers, directors, or employees of Respondents, who may have counsel present, regarding such matters.

IX.

IT IS FURTHER ORDERED that this Order shall terminate ten (10) years after the date this Order is issued.

By the Commission.

Donald S. Clark
Secretary

SEAL
ISSUED:

APPENDIX I

Buzzi Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

APPENDIX II

Eagle Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

APPENDIX III

Essroc Divestiture Agreement

APPENDIX IV

Summit Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

APPENDIX V

Monitor Agreement

APPENDIX V-1

Monitor Compensation

[Redacted From the Public Record Version]