

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Joseph J. Simons, Chairman
Maureen K. Ohlhausen
Noah Joshua Phillips
Rohit Chopra
Rebecca Kelly Slaughter

_____)
In the Matter of)
) Docket No. G4653
CRH plc,)
a public limited company)
_____)

ORDER TO MAINTAIN ASSETS

The Federal Trade Commission ("Commission") initiated an investigation of the proposed merger of Respondent CRH plc ("CRH") and Ash Grove Cement Company. The Commission's Bureau of Competition prepared and furnished to Respondent the Draft Complaint, which it proposed to present to the Commission for its consideration. If issued by the Commission, the Draft Complaint would charge Respondent 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, 15 U.S.C. § 45. (t)JTJ25 -1.

1. Respondent CRH plc is a public limited company organized, existing, and doing business under, and by virtue of, the laws of Ireland, with its office and principal place of business

H.

- L. "Merger" means the merger of CRH and Ash Grove Cement Company as described in the Agreement and Plan of Merger by and among CRH plc, AMAT Venture, Inc., Ash Grove Cement Company and Venture Stockholder Representative, LLC (solely with respect to Article IX), dated as of September 20, 2017.
- M. "Merger Date" means the date the Merger is completed.
- N. "Orders" means this Order to Maintain Assets and the Decision and Order.
- O. "Person" means any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a governmental body.

II.

IT IS FURTHER ORDERED that during the Asset Maintenance Period:

- A. Respondents shall operate the Building Materials Assets and Building Materials Business in the ordinary course of business consistent with past practices but not limited to:
 1. Maintaining the (i) Building Materials Assets and Building Materials Business substantially the same condition (except for normal wear and tear) existing at the time Respondents signed the Consent Agreement, and (ii) relations and good will with suppliers, customers, landlords, creditors, agents, and other having business relationships with the Building Materials Business and Building Materials Assets;
 2. Providing the Building Materials Business with sufficient financial and other resources to (i) operate the Building Materials Business and Building Materials Assets at least at the current rate of operation and staffing and to carry out, at their

that are necessary to transfer any of the Building Materials Assets no later than the date that such assets are divested, *provided, however,* that in the event that Respondent is unable to obtain any Governmental Authorization, Respondent

III.

IT IS FURTHER ORDERED that:

- A. Respondent shall (i) not disclose (including as to Respondent's employees) and (ii) not use for any reason or purpose, any Confidential Information received or maintained by Respondent relating to the Building Materials Assets, Building Materials Business and the post-divestiture Building Materials Business; *provided, however*, that Respondent may disclose or use such Confidential Information in the course of:
1. Performing its obligations or as permitted under the Orders or any Divestiture Agreement; or
 2. Complying with financial, regulatory, or other legal obligations, obtaining legal advice, prosecuting or defending legal claims, investigations, or enforcing actions threatened or brought against the Building Materials Assets or Building Materials Business or as required by law.
- B. If disclosure or use of any Confidential Information is permitted to Respondent's employees or to any other Person under Paragraph A of this Order to Maintain Assets, Respondent shall limit such disclosure or use (i) only to the extent such information is required, (ii) only to those employees or Persons who require such information for the purposes permitted under Paragraph A, and (iii) only after such employees or Persons have signed an agreement to maintain the confidentiality of such information.
- C. Respondent shall enforce the terms of this Paragraph III as to its employees or any other Person, and take such action as is necessary to cause each of its employees and any other Person to comply with the terms of this Paragraph, including implementation of access and data controls, training of its employees, and other actions that Respondent would take to protect its own trade secrets and proprietary information.

IV.

IT IS FURTHER ORDERED that:

- A. William Hill ("Monitor") shall serve to monitor Respondent's compliance with all of its obligations and responsibilities required by this Order, Decision and Order, and any Divestiture Agreement.
- B. Respondent shall enter into an agreement with the Monitor, subject to the prior approval

1. The Monitor shall (i) monitor Respondent's compliance with the obligations set forth in this Order and (ii) act in consultation with the Commission or its staff, and shall serve as an independent third party and not as an employee or agent of the Respondents or of the Commission;
2. Respondent shall (i) ensure that the Monitor has full and complete access to all Respondent's personnel, books, records, documents, and facilities related to the Respondent's business.

- F. If at any time the Commission determines that the Monitor has ceased to act or failed to act diligently, or is unwilling or unable to continue to serve, the Commission may appoint a substitute Monitor, subject to the consent of Respondent, which consent shall not be unreasonably withheld:
1. If Respondent has not opposed, in writing, including the reasons for opposing, the selection of the substitute Monitor within 5 days after notice by the staff of the Commission to Respondent of the identity of any substitute Monitor, then Respondent shall be deemed to have consented to the selection of the proposed substitute Monitor; and
 2. Respondent shall, no later than 5 days after the Commission appoints a substitute Monitor, enter into an agreement with the substitute Monitor that, subject to the approval of the Commission, confers on the substitute Monitor all the rights, powers, and authority necessary to permit the substitute Monitor to perform this or her duties and responsibilities pursuant to this Order to Maintain Assets on the same terms and conditions as provided in this Paragraph.
- G. The Commission may on its own initiative or at the request of the Monitor issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Orders.

V.

IT IS FURTHER ORDERED that:

- A. Respondent shall:
1. No later than 5 days after the Merger Date, notify the Commission via email at bccompliance@ftc.gov of the Merger Date; and
 2. No later than 10 days after the divestiture of any of the Building Materials Assets has been completed, (a) notify the Commission of the date such divestiture closed and (b) submit the complete Divestiture Agreement to the Commission at ElectronicFilings@ftc.gov and bccompliance@ftc.gov
- B. Respondent shall submit verified written reports ("Compliance Reports") in accordance with the following:
1. Respondent shall submit interim Compliance Reports 30 days from the date Respondent signs the Consent Agreement (as set forth in the Consent Agreement) and every 30 days thereafter until this Order to Maintain Assets terminates; and
 2. Each Compliance Report shall set forth in detail the manner and form in which Respondent intends to comply, is complying, and has complied with this Order to Maintain Assets, including, as applicable:

VIII.

IT IS FURTHER ORDERED that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request and 5 days' notice to the relevant Respondent, made to its principal place of business as identified in this