

A

RECEIVED

FEB 9 2000

ANTITRUST BUREAU

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED

FEB 15 2000

NANCY MAYER-WHITTINGTON, CLERK
U.S. DISTRICT COURT

99 3183

STATES OF NEW JERSEY, NEW YORK, MARYLAND, MASSACHUSETTS, VIRGINIA, PENNSYLVANIA, VERMONT, RHODE ISLAND, DELAWARE and the DISTRICT OF COLUMBIA
 v.
 EXXON CORPORATION, A NEW JERSEY CORPORATION, AND MOBIL CORPORATION, A DELAWARE CORPORATION:

Civil Action No.

CONSENT DECREE AND
FINAL JUDGMENT AND
ORDER

Plaintiffs, the States of New Jersey, New York, Maryland, Massachusetts, Virginia, Pennsylvania, Vermont, Rhode Island, Delaware, and the District of Columbia, having filed their Complaint herein and having served said Complaint upon Defendants Exxon Corporation ("Exxon") and Mobil Corporation ("Mobil"), Defendants having waived service of Summons, and Defendants, by and through their attorneys, having consented to the entry of this Consent Decree without trial or adjudication of any issue of fact or law herein, and having agreed that said Consent Decree shall not constitute evidence against or an admission by the Defendants on any issue of fact or law, and having agreed to be bound by said Consent Decree and to comply with the terms and conditions of the Order contained therein, and the prompt divestiture of certain assets, so as to ensure that the assets will be maintained as competitive, viable and ongoing concerns, as specified within, and Defendants having represented to the Plaintiffs that the divestitures below can and will be made as provided herein,

NOW THEREFORE, before the taking of any testimony and without trial or

(M)

6

adjudication of any issue of fact or law herein, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and over each of the parties hereto. The Complaint states a claim upon which relief can be granted against Defendants under Section 7 of the Clayton Act (15 U.S.C.A. § 26), Section 1 & 2 of the Sherman Act, 15 U.S.C. §§ 1 & 2, and/or the following state statutes: the New Jersey Antitrust Act, N.J.S.A. 56:9-1 *et seq.*; (New York) the Donnelly Act, N.Y. Gen. Bus Law Sections 340 *et seq.*; (Vermont) 9 V.S.A. Section 2451 *et seq.*; (Virginia) Va. Code Ann. §§ 59.1-9.5 & 59.1-9.6; the Maryland Antitrust Act, Maryland Comm. Law Code Ann. 11-201 *et seq.*; (Pennsylvania) Commonwealth Attorneys Act, 71 P.S. Sec. 732-204(c); (Rhode Island) R.I. G.L. Sections 6-36-5 & 6-36-12; (Massachusetts) M.G.L. Chapter 93A, Section 2; 6 Delaware Code, Chapter 21; and (District of Columbia) D.C. Code Title 28 Section 4501 *et seq.*

2. The State Attorneys General of each of the respective Plaintiff States have authority to bring this action pursuant to Section 16 of the Clayton Act, 15 U.S.C.A. § 26; the New Jersey Antitrust Act, N.J.S.A. 56:9-1 *et seq.*; (New York) the Donnelly Act, N.Y. Gen. Bus Law Sections 340 *et seq.*, N.Y. Executive Law Section 63(1); (Vermont) 9 V.S.A. Section 2451 *et seq.*; (Virginia) Va. Code Ann. § 59.1-9.15; the Maryland Antitrust Act, Maryland Comm. Law Code Ann. 11-201 *et seq.*; (Pennsylvania) Commonwealth Attorneys Act, 71 P.S. Sec. 732-204(c); (Rhode Island) R.I. G.L. Sections 6-36-5 and 6-36-12; (Massachusetts) M.G.L. Chapter 93A Section 4 & Chapter 12, Sections 3 & 5; ; 6 Delaware Code, Chapter 21; and (District of Columbia) D.C. Code Title 28 Section 4501 *et seq.*

II. THE PARTIES TO THE DECREE

1. Defendant Exxon is a corporation organized, existing and doing business under and by virtue of the laws of the State of New Jersey, with its office and principle place of business located at 5959 Las Colinas Boulevard, Irving, Texas 75039.

2. Defendant Mobil Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 3225 Gallows Road, Fairfax, Virginia 22037.

3. Plaintiffs are the States of New Jersey, Maryland, Virginia, Pennsylvania, Delaware, and the District of Columbia (the "Plaintiff Mid-Atlantic States") and New York, Massachusetts, Vermont, and Rhode Island (the "Plaintiff Northeast States"), by and through their respective Attorneys General. The Attorneys General of each of the Plaintiff States are the chief law enforcement officers of their respective States with authority to bring this action on behalf of each of their States.

III. DEFINITIONS

A. "Exxon" means Exxon Corporation, its directors, officers, employees, successors, and assigns; its joint ventures subsidiaries, divisions, groups and affiliates controlled by Exxon, and the respective directors, officers, employees, successors, and assigns of each.

B. "Mobil" means Mobil Corporation, its directors, officers, employees, successors, and assigns; its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Mobil, and the respective directors, officers, employees, successors, and assigns of each.

C. "Defendants" means Exxon and Mobil, individually and collectively, and the successor corporation (to be known as ExxonMobil Corporation).

D. "ExxonMobil" means ExxonMobil Corporation, or any other entity resulting from the merger of Exxon and Mobil, its directors, officers, employees, successors, and assigns; its joint ventures subsidiaries, divisions, groups and affiliates controlled by Exxon, and the respective directors, officers, employees, successors, and assigns of each.

F. "Branded Fuels" means motor gasoline or diesel fuel sold at a Retail Site under a brand name owned by Defendants.

G. "Branded Products" means any product other than Branded Fuels that is sold at a Retail Site under a brand name owned by Defendants.

H. "Business Format Franchise" shall have the meaning of "franchise" set forth in 16 C.F.R. § 436.2, excluding franchises granted by Defendants to sell Branded Fuels.

I. "Effective Date of Divestiture" means the date on which the applicable divestiture is consummated.

J. "Existing Lessee Agreements" means all agreements between Defendants and Exxon Lessee Dealers or Mobil Lessee Dealers relating to such Person's right or obligation to sell or resell Branded Fuels using Exxon's brand name or Mobil's brand name at a Retail Site, including, but not limited to, each Branded Fuels dealer lease agreement and dealer sales agreement. "Existing Lessee Agreements" does not include Business Format Franchises.

K. "Existing Supply Agreements" means all agreements between Defendants and Exxon Branded Sellers or Mobil Branded Sellers relating to such Person's right or obligation to sell or resell Branded Fuels using Exxon's brand name or Mobil's brand name at a Retail Site, including, but not limited to, each Branded Fuels supply contract, distributor agreement, dealer agreement, image agreement, amortization agreement, and jobber outlet incentive program

contract. "Existing Supply Agreements" does not include Business Format Franchises.

L. "Exxon Branded Seller" means any Person (other than Exxon or Mobil) that has, by virtue of contract or agreement with Exxon in effect as of the Reference Date, the right to sell gasoline using Exxon's brand name at Retail Sites, or to resell gasoline to any such person. "Exxon Branded Seller" includes distributors, jobbers, contract dealers, and open dealers, but does not include Lessee Dealers.

M. "Exxon Maine to Virginia Assets" means all Retail Assets in the District of Columbia and the States of Virginia, Maryland, Delaware, Pennsylvania, New Jersey, New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine that are owned by Exxon or leased by Exxon from another Person as of the Reference Date.

N. "Exxon Mid-Atlantic Marketing Assets" means all Retail Assets in the District of Columbia, and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia, that are owned by Exxon or leased by Exxon from another Person as of the Reference Date.

O. "Exxon Northeast Marketing Assets" means all Retail Assets in the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, and New York, that are owned by Exxon or leased by Exxon from another Person as of the Reference Date.

P. "FTC" means Federal Trade Commission.

Q. "Mobil Northeast Marketing Assets" means all Retail Assets in the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, and New York that are owned by Mobil or leased by Mobil from another Person as of the Reference Date.

R. "Merger" means the proposed merger involving Exxon and Mobil.

S. "Mobil Boston Terminal" means all of Mobil's assets relating to its petroleum storage and distribution terminal in Boston, Massachusetts, including all assets, tangible and intangible, that are used to operate the terminal for the storage and distribution of petroleum products, including, but not limited to, all real estate, storage tanks, loading and unloading facilities, licenses, permits and contracts pertaining to the terminal facilities, offices, buildings, warehouses, equipment, machinery, fixtures, tools, spare parts, and all other property used in Terminaling; and the non-exclusive right to use all patents, know-how, and other intellectual property used by Mobil in the operation of the terminal. "Mobil Boston Terminal" does not include Mobil's proprietary trade names and trademarks or, except as provided above, patents, know-how, and other intellectual property. In the event that Defendants are unable to satisfy all conditions necessary to divest any intangible asset, Defendants shall: (1) with respect to permits, licenses or other rights granted by governmental authorities (other than patents), provide such assistance as the acquirer may reasonably request in the acquirer's efforts to obtain comparable permits, licenses or rights, and (2) with respect to other intangible assets (including patents), substitute equivalent assets, subject to approval of the Attorneys General of the Plaintiff Northeast States. A substituted asset will not be deemed to be equivalent unless it enables the terminal to perform the same function at the same or less cost.

T. "Mobil Branded Seller" means any Person (other than Exxon or Mobil) that has, by virtue of contract or agreement with Mobil in effect as of the Reference Date, the right to sell gasoline using Mobil's brand name at Retail Sites or to resell gasoline to any such person. "Mobil Branded Seller" includes distributors, jobbers, contract dealers, and open dealers, but

excludes Lessee Dealers.

U. "Mobil Manassas Terminal" means all of Mobil's assets relating to its petroleum storage and distribution terminal in Manassas, Virginia, including all assets, tangible and intangible, that are used to operate the terminal for the storage and distribution of petroleum products, including, but not limited to, all real estate, storage tanks, loading and unloading facilities, permits, licenses, and contracts pertaining to the terminal facilities, offices, buildings, warehouses, equipment, machinery, fixtures, tools, spare parts, and all other property used in Terminaling; and the non-exclusive right to use all patents, know-how, and other intellectual property used by Mobil in the operation of the terminal. "Mobil Manassas Terminal" does not include Mobil's proprietary trade names and trademarks or, except as provided above, patents, know-how, and other intellectual property. In the event that Defendants are unable to satisfy all conditions necessary to divest any intangible asset, Defendants shall: (1) with respect to permits, licenses or other rights granted by governmental authorities (other than patents), provide such assistance as the acquirer may reasonably request in the acquirer's efforts to obtain comparable permits, licenses or rights, and (2) with respect to other intangible assets (including patents), substitute equivalent assets, subject to approval of the Attorneys General of the Plaintiff Mid-Atlantic States. A substituted asset will not be deemed to be equivalent unless it enables the terminal to perform the same function at the same or less cost.

V. "Mobil Mid-Atlantic Marketing Assets" means all Retail Assets in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia that are owned by Mobil or leased by Mobil from another Person as of the Reference Date.

W. "Person" means any individual, partnership, association, company or corporation.

X. "Retail Assets" means, for each Retail Site, all fee and leasehold interests of Defendants in the Retail Site, and all of Defendants' interest in all assets, tangible or intangible, that are used at that Retail Site, including, but not limited to, all permits, licenses, consents, contracts, and agreements used in the operation of the Retail Site, and the non-exclusive right to use all patents, know-how, and other intellectual property used by Defendants in the operation of the Retail Sites. "Retail Assets" also includes all fee and leasehold interests of Defendants in real property that as of October 1, 1999 was intended for use by Defendants as a Retail Site, and all permits, licenses, consents, contracts, and agreements intended for use or used with respect to that real property. "Retail Assets" also includes all of Defendants' interest in all assets relating to all ancillary businesses (including, but not limited to, automobile mechanical service, convenience store, restaurant or car wash) located at each Retail Site, including all permits, licenses, consents, contracts, and agreements used in the operation of the ancillary businesses, and the non-exclusive right to use all know-how, patents, and other intellectual property used in the operation of the ancillary businesses. "Retail Assets" also includes, at the acquirer's option, all tank trucks and all contracts with all other Persons for supplying Branded Fuels to the Retail Sites. "Retail Assets" does not include Defendants' proprietary trademarks, trade names, logos, trade dress, identification signs, additized product inventory, petroleum franchise agreements, Business Format Franchise agreements, petroleum product supply agreements, credit card agreements, satellite-based or centralized credit card processing equipment not incorporated in gasoline dispensers, or system-wide software and databases, or, except as provided above, know-how, patents, and other intellectual property. In the event that Defendants are unable to satisfy

all conditions necessary to divest any intangible asset, Defendants shall: (1) with respect to permits, licenses or other rights granted by governmental authorities (other than patents), provide such assistance as the acquirer may reasonably request in the acquirer's efforts to obtain comparable permits, licenses or rights, and (2) with respect to other intangible assets (other than patents), substitute equivalent assets, subject to approval of the pertinent Attorneys General of Plaintiffs. A substituted asset will not be deemed to be equivalent unless it enables the Retail Site to perform the same function at the same or less cost. With respect to Turnpike Retail Assets, Defendants shall make good faith, diligent efforts, including, but not limited to, offering to compensate and compensating any pecuniary loss under applicable law to the States, to assign or otherwise convey their rights to the acquirer or to terminate Defendants' rights, but Defendants' failure to assign or terminate such rights due to a State's refusal to accede to such an assignment or termination, Defendants having made such good faith diligent efforts, shall not constitute non-compliance with this Consent Decree. Turnpike Retail Assets that Defendants fail to assign or terminate shall be included among the Retail Sites from which the percentages in Paragraph VIII.A. are calculated.

Y. "Retail Site" means a business establishment from which gasoline is sold to the general public.

Z. "Terminaling" means the services performed by a facility that provides temporary storage of gasoline received from a pipeline or marine vessel, and the redelivery of gasoline from storage tanks into tank trucks or transport trailers.

AA. "Reference Date" means November 30, 1999.

BB. "Turnpike Locations" means the nine (9) Mobil stations located on the Garden State Parkway in New Jersey and the one (1) Mobil station located on I-95 in Delaware which Mobil leases Retail Assets from a State or turnpike authority enabled by a State.

CC. "Turnpike Retail Assets" means Retail Assets at Turnpike Locations.

DIVESTITURES

IV. EXXON NORTHEAST DIVESTITURES

A. Defendants shall divest the Exxon Northeast Marketing Assets to a single acquirer, absolutely and in good faith and at no minimum price, within nine (9) months from the Reference Date.

B. Defendants shall, upon the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, assign to the acquirer of the Exxon Northeast Marketing Assets (1) all Existing Lessee Agreements with respect to the Exxon Northeast Marketing Assets in effect as of the Effective Date of Divestiture of Exxon Northeast Marketing Assets and (2) all Existing Supply Agreements between Exxon and Exxon Branded Sellers in effect as of the Effective Date of Divestiture of Exxon Northeast Marketing Assets with respect to Retail Sites in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine.

C. Defendants shall enter into an agreement with the acquirer of the Exxon Northeast Marketing Assets, which shall be effective upon the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, pursuant to which the acquirer of the Exxon Northeast Marketing Assets will receive, for a period of ten (10) years from the Effective Date of Divestiture of the Exxon Northeast Marketing Assets: (1) the exclusive right to sell Branded Fuels under the Exxon

brand in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine, except as permitted by paragraphs IV.H. and IV.I., and (2) the exclusive right to use Exxon's brand name in connection with the sale of Branded Fuels under the Exxon brand in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine, including the exclusive rights to use Exxon's identification signs, trademarks, and other trade indicia, and the non-exclusive right to accept and process Exxon credit cards, in connection with such sales of Exxon Branded Fuels. Such agreement shall provide for the provision of credit card services, additive, and such brand support as the acquirer may choose to purchase and may provide for payments covering Defendants' costs for provision of credit card services, additive, and such brand support as the acquirer may choose to purchase. The agreement shall not provide for any payment by the acquirer to Defendants for the use of the brand name for the first five years of the agreement, but may provide for additional payments, beginning five (5) years after the Effective Date of Divestiture of the Exxon Northeast Marketing Assets and escalating each year until the end of the ten (10) year term, by the acquirer to Defendants for the use of Exxon's identification signs, trademarks, and other trade indicia. Acquirer's payments for credit card services, additive and the use of Exxon's brand, but not including such other brand support as acquirer may choose to purchase, shall not exceed 2.5 cents per gallon, except that the agreement may provide for an annual minimum payment to which Defendants and the acquirer agree. At the end of the ninth year after the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, Defendants shall offer to meet with the acquirer to discuss a renewal of the agreement.

D. Defendants shall offer the acquirer of the Exxon Northeast Marketing Assets an

indemnity, to be effective upon the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, which indemnity shall allocate among Defendants and the acquirer, on such terms as the Defendants and the acquirer agree, responsibility with respect to potential claims and liabilities arising out of failure to comply with local, state, and federal environmental obligations in connection with the Retail Sites that are divested or assigned pursuant to this Paragraph.

E. Defendants shall divest the Exxon Northeast Marketing Assets, assign the Existing Lessee Agreements and Existing Supply Agreements, and enter into the agreements as required by subparagraphs IV.A., IV.B., IV.C., and IV.D. to a single acquirer that receives the prior approval of the Attorneys General of the Plaintiff Northeast States. The acquirer of the Exxon Northeast Marketing Assets need not be the same person as the acquirer of the Mobil Mid-Atlantic Marketing Assets.

F. Plaintiffs' decision to approve or disapprove a proposed divestiture and acquirer shall be based only upon the following criteria: (1) whether the acquirer has the managerial, operational and financial capability to compete effectively as a viable, ongoing seller of gasoline at the wholesale and retail level, (2) whether the acquirer intends to use the assets to be divested for the purpose of competing effectively in the wholesale and retail gasoline markets now served by the Exxon Northeast Marketing Assets, (3) whether the acquisition of the divested assets will adversely effect competition. Defendants, in their notification pursuant to Paragraph XIII or otherwise, shall establish to the satisfaction of pertinent Plaintiffs that a proposed divestiture and acquirer satisfies the above criteria. In the event that the Defendants have not established to the

satisfaction of any State(s) that a proposed divestiture meets the standard set forth above, which divestiture has been approved by the FTC pursuant to the Consent Order entered into between the Defendants and the FTC, that State(s) may move before the Court within ten (10) days of receiving notice pursuant to Paragraph XVI of the FTC's approval of the divestiture to enjoin the proposed sale to the acquirer as failing to satisfy the above criteria. In the event such a motion is timely filed by a Plaintiff State or States, the divestiture shall be temporarily enjoined pending disposition of the motion before the Court.

G. Upon the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, Defendants shall allow the acquirer of the Exxon Northeast Marketing Assets the non-exclusive right to sell other Exxon Branded Products (e.g., motor oil) at the acquirer's Exxon branded Retail Sites in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire and Maine. The acquirer's access to all such other products or services acquired from Defendants for resale at such Retail Sites shall be on commercial, arm's length terms no less favorable than those given by Defendants to other wholesale purchasers. Upon the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, Defendants shall allow an Exxon Branded Seller or Exxon Lessee Dealer that was Exxon's franchisee with respect to a Business Format Franchise as of the Effective Date of Divestiture of the Exxon Northeast Marketing Assets to continue as Defendants' franchisee with respect to such Business Format Franchise. Defendants shall not object to an assumption by the acquirer of Defendants' obligations as Business Format Franchisee, subject to any applicable approvals required of the Business Format Franchisor.

H. Defendants shall not, except as requested by the acquirer of the Exxon Northeast

Marketing Assets, (1) sell or attempt to sell, for twelve (12) years from the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, Branded Fuels under the Exxon brand for sale or resale at Retail Sites in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine; provided, however, that Defendants may sell to the acquirer of the Exxon Northeast Marketing Assets quantities of Branded Fuels equal to quantities of unadditized gasoline sold to Defendants by the acquirer for purposes of adding Exxon's proprietary additive and making the gasoline salable by acquirer as Exxon Branded Fuels; or (2) sell or attempt to sell, for seven (7) years from the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, Branded Fuels under the Mobil brand to any Exxon Branded Seller or Exxon Lessee Dealer for resale at any Retail Site in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine that sold Exxon Branded Fuels as of the Reference Date. This subparagraph shall not prohibit sales, solicitations, discussions or negotiations involving brands other than the Exxon brand with respect to Retail Sites that were not Exxon branded Retail Sites as of the Reference Date.

I. Notwithstanding the provisions of subparagraphs IV.C. and IV.H., in the event that the acquirer of the Exxon Northeast Marketing Assets ceases to use the Exxon brand in any of the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine, pursuant to the agreement conveying the right to use the brand described in subparagraph IV.C., Defendants shall have the right to use the brand in such state beginning two (2) years after the acquirer of the Exxon Northeast Marketing Assets ceases to use the brand in such state, but in no event prior to five (5) years after the Effective Date of Divestiture of the Exxon Northeast Marketing Assets.

J. Until the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, Defendants shall take such actions as are necessary to maintain the viability and marketability of the assets and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets, except for ordinary wear and tear, including, but not limited to, continuing in effect and maintaining all proprietary trademarks, trade names, logos, trade dress, identification signs owned by Exxon, Business Format Franchise agreements, and renewing or extending any base leases or ground leases that expire or terminate prior to the Effective Date of Divestiture of the Exxon Northeast Marketing Assets. Until the assignments of Existing Supply Agreements provided by subparagraph IV.B. occur, Defendants shall not attempt in any way to encourage any Exxon Branded Seller to terminate, nor shall Defendants terminate (except for reasons set out in § 2802(c) of the Petroleum Marketing Practices Act, 15 U.S.C. § 2802(c)), an Existing Supply Agreement with respect to a Retail Site in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine, and Defendants shall continue in effect all programs and other business practices aimed at maintaining existing relationships with Exxon Branded Sellers with respect to Retail Sites in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine and shall otherwise seek to preserve such relationships as diligently as was done prior to the Reference Date.

K. The purpose of the divestiture of the Exxon Northeast Marketing Assets, the assignment of the Existing Supply Agreements, and of the other provisions of this paragraph is to ensure the continued use of the assets comprising Exxon's marketing business in these states as a viable, on-going business, in the same business in which they were engaged at the time of the announcement of the proposed Merger, and to remedy the lessening of competition in the

wholesale and retail sale of gasoline in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine, resulting from the proposed Merger, as alleged in the Plaintiffs' Complaint.

V. MOBIL MID-ATLANTIC DIVESTITURES

A. Defendants shall divest the Mobil Mid-Atlantic Marketing Assets to a single acquirer absolutely and in good faith and at no maximum price within nine (9) months from the Reference Date.

B. Defendants shall, upon the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, assign to the acquirer of the Mobil Mid-Atlantic Marketing Assets (1) all Existing Lessee Agreements with respect to the Mobil Mid-Atlantic Marketing Assets in effect as of the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets and (2) all Existing Supply Agreements between Mobil and Mobil Branded Sellers in effect as of the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets with respect to Retail Sites in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia.

C. Defendants shall enter into an agreement with the acquirer of the Mobil Mid-Atlantic Marketing Assets, which shall be effective upon the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, pursuant to which the acquirer of the Mobil Mid-Atlantic Marketing Assets will receive, for a period of ten (10) years from the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets: (1) the exclusive right (except with respect to Turnpike Locations to the extent that Defendants have failed to assign or terminate their rights in connection therewith) to sell Branded Fuels under the Mobil brand in the District

of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia, except as permitted by paragraphs V.H. and V.I., and (2) the exclusive right (except with respect to Turnpike Locations to the extent that Defendants have failed to assign or terminate their rights in connection therewith) to use Mobil's brand name in connection with the sale of Branded Fuels under the Mobil brand in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia, including the exclusive rights to use Mobil's identification signs, trademarks, and other trade indicia, and the non-exclusive right to accept and process Mobil credit cards in connection with such sales of Mobil Branded Fuels. Such agreement shall provide for the provision of credit card services, additive, and such brand support as the acquirer may choose to purchase and may provide for payments covering Defendants' costs for provision of credit card services, additive, and such brand support as the acquirer may choose to purchase. The agreement shall not provide for any payment by the acquirer to Defendants for the use of the brand name for the first five years of the agreement, but may provide for additional payments, beginning five (5) years after the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets and escalating each year until the end of the ten (10) year term, by the acquirer to Defendants for the use of Mobil's identification signs, trademarks, and other trade indicia. Acquirer's payments for credit card services, additive and the use of Mobil's brand, but not including such other brand support as acquirer may choose to purchase, shall not exceed 2.5 cents per gallon, except that the agreement may provide for an annual minimum payment. At the end of the ninth year after the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Defendants shall offer to meet with the acquirer to discuss a renewal of the agreement.

D. Defendants shall offer the acquirer of the Mobil Mid-Atlantic Marketing Assets

an indemnity, to be effective upon the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, which indemnity shall allocate among Defendants and the acquirer, on such terms as the Defendants and the acquirer agree, responsibility with respect to potential claims and liabilities arising out of failure to comply with local, state, and federal environmental obligations in connection with the Retail Sites that are divested or assigned pursuant to this Paragraph.

E. Defendants shall divest the Mobil Mid-Atlantic Marketing Assets, assign the Existing Lessee Agreements and Existing Supply Agreements, and enter into the agreements as required by subparagraphs V.A., V.B., V.C., and V.D. only to a single acquirer that receives the prior approval of the Attorneys General of the Plaintiff Mid-Atlantic States. The acquirer of the Mobil Mid-Atlantic Marketing Assets need not be the same person as the acquirer of the Exxon Northeast Marketing Assets.

F. Plaintiffs' decision to approve or disapprove a proposed divestiture and acquirer shall be based only upon the following criteria: (1) whether the acquirer has the managerial, operational and financial capability to compete effectively as a viable, ongoing seller of gasoline at the wholesale and retail level, (2) whether the acquirer intends to use the assets to be divested for the purpose of competing effectively in the wholesale and retail gasoline markets now served by the Mobil Mid-Atlantic Marketing Assets, (3) whether the acquisition of the divested assets will adversely effect competition. Defendants, in their notification pursuant to Paragraph XIII or otherwise, shall establish to the satisfaction of pertinent Plaintiffs that a proposed divestiture and acquirer satisfies the above criteria. In the event that the Defendants have not established to the

satisfaction of any State(s) that a proposed divestiture meets the standard set forth above, which divestiture has been approved by the FTC pursuant to the Consent Order entered into between the Defendants and the FTC, that State(s) may move before the Court within ten (10) days of receiving notice pursuant to Paragraph XVI of the FTC's approval of the divestiture to enjoin the proposed sale to the acquirer as failing to satisfy the above criteria. In the event such a motion is timely filed by a Plaintiff State or States, the divestiture shall be temporarily enjoined pending disposition of the motion before the Court.

G. Upon the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Defendants shall allow the acquirer of the Mobil Mid-Atlantic Marketing Assets the non-exclusive right to sell other Mobil Branded Products (e.g., motor oil) at the acquirer's Mobil branded Retail Sites in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia. The acquirer's access to all such other products or services acquired from Defendants for resale at such Retail Sites shall be on commercial, arm's length terms no less favorable than those given by Defendants to other wholesale purchasers. Upon the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Defendants shall allow a Mobil Branded Seller or Mobil Lessee Dealer that was Mobil's franchisee with respect to a Business Format Franchise as of the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets to continue as Defendants' franchisee with respect to such Business Format Franchise. Defendants shall not object to an assumption by the acquirer of Defendants' obligations as Business Format Franchisee, subject to any applicable approvals required of the Business Format Franchisor.

H. Defendants shall not, except as requested by the acquirer of the Mobil Mid-

Atlantic Marketing Assets (except with respect to Turnpike Locations to the extent that Defendants have failed to assign or terminate their rights in connection therewith), (1) sell or attempt to sell, for twelve (12) years from the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Branded Fuels under the Mobil brand for sale or resale at Retail Sites in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia; provided, however, that Defendants may sell to the acquirer of the Mobil Mid-Atlantic Marketing Assets quantities of Branded Fuels equal to quantities of unadditized gasoline sold to Defendants by the acquirer for purposes of adding Mobil's proprietary additive and making the gasoline salable by acquirer as Mobil Branded Fuels, or (2) sell or attempt to sell, for seven (7) years from the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Branded Fuels under the Exxon brand to any Mobil Branded Seller or Mobil Lessee Dealer for resale at any Retail Site in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia that sold Mobil Branded Fuels as of the Reference Date. This subparagraph shall not prohibit sales, solicitations, discussions or negotiations involving brands other than the Mobil brand with respect to Retail Sites that were not Mobil branded Retail Sites as of the Reference Date.

I. Notwithstanding the provisions of subparagraph V.C. and V.H., in the event that the acquirer of the Mobil Mid-Atlantic Marketing Assets ceases to use the Mobil brand in the District of Columbia or in any of the States of New Jersey, Pennsylvania, Delaware, Maryland, or Virginia pursuant to the agreement conveying the right to use the brand described in V.C., Defendants shall have the right to use the brand in such District or State beginning two (2) years after the acquirer of the Mobil Mid-Atlantic Marketing Assets ceases to use the brand in such

District or State, but in no event prior to five (5) years after the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets.

J. Until the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Defendants shall take such actions as are necessary to maintain the viability and marketability of the assets and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets, except for ordinary wear and tear, including, but not limited to, continuing in effect and maintaining all proprietary trademarks, trade names, logos, trade dress, identification signs owned by Mobil, Business Format Franchise agreements, and renewing or extending any base leases or ground leases that expire or terminate prior to the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets. Until the assignments of Existing Supply Agreements provided by subparagraph V.B. occur, Defendants shall not attempt in any way to encourage any Mobil Branded Seller to terminate, nor shall Defendants terminate (except for reasons set out in § 2802(c) of the Petroleum Marketing Practices Act, 15 U.S.C. § 2802(c)), an Existing Supply Agreement with respect to a Retail Site in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia, and Defendants shall continue in effect all programs and other business practices aimed at maintaining existing relationships with Mobil Branded Sellers with respect to Retail Sites in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia and shall otherwise seek to preserve such relationships as diligently as was done prior to the Reference Date.

K. The purpose of the divestiture of the Mobil Mid-Atlantic Marketing Assets, the assignment of the Existing Supply Agreements, and of the other provisions of this Paragraph is

to ensure the continued use of the assets comprising Mobil's marketing business in these states as a viable, on-going business, in the same business in which they were engaged at the time of the announcement of the proposed Merger, and to remedy the lessening of competition in the wholesale and retail sale of gasoline in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia resulting from the proposed Merger, as alleged in Plaintiffs' Complaint.

VI. MOBIL BOSTON TERMINAL DIVESTITURE

- A. Defendants shall divest the Mobil Boston Terminal, absolutely and in good faith and at no minimum price, within nine (9) months from the Reference Date.
- B. Defendants shall divest the Mobil Boston Terminal to an acquirer that receives the prior approval of the Attorneys General of the Plaintiff Northeast States.
- C. Plaintiffs' decision to approve or disapprove a proposed divestiture and acquirer shall be based only upon the following criteria: (1) whether the acquirer has the managerial, operational and financial capability to compete effectively as a viable, ongoing terminal, (2) whether the acquirer intends to use the assets to be divested for the purpose of competing effectively in the terminalling of petroleum products, (3) whether the acquisition of the divested assets will adversely effect competition. Defendants, in their notification pursuant to Paragraph XIII or otherwise, shall establish to the satisfaction of pertinent Plaintiffs that a proposed divestiture and acquirer satisfies the above criteria. In the event that the Defendants have not established to the satisfaction of any State(s) that a proposed divestiture meets the standard set forth above, which divestiture has been approved by the FTC pursuant to the Consent Order

entered into between the Defendants and the FTC, that State(s) may move before the Court within ten (10) days of receiving notice pursuant to Paragraph XVI of the FTC's approval of the divestiture to enjoin the proposed sale to the acquirer as failing to satisfy the above criteria. In the event such a motion is timely filed by a Plaintiff State or States, the divestiture shall be temporarily enjoined pending disposition of the motion before the Court.

D. Until the Effective Date of Divestiture of the Mobil Boston Terminal, Defendants shall take such actions as are necessary to maintain the viability and marketability of the assets and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets, except for ordinary wear and tear.

E. The purpose of this Paragraph is to ensure the continuation of the Mobil Boston Terminal as an ongoing, viable enterprise engaged in the Terminaling of gasoline and other petroleum products, and to remedy the lessening of competition resulting from the Merger in Terminaling markets as alleged in the Plaintiffs' complaint.

VII. MOBIL MANASSAS TERMINAL DIVESTITURE

A. Defendants shall divest the Mobil Manassas Terminal, absolutely and in good faith and at no minimum price, within nine (9) months from the Reference Date.

B. Defendants shall divest the Mobil Manassas Terminal to an acquirer that receives the prior approval of the Attorneys General of the Plaintiff Mid-Atlantic States and only in the manner that receives the prior approval of the Attorneys General of the Plaintiff Mid-Atlantic States.

C. Plaintiffs' decision to approve or disapprove a proposed divestiture and acquirer

shall be based only upon the following criteria: (1) whether the acquirer has the managerial, operational and financial capability to compete effectively as a viable, ongoing terminal, (2) whether the acquirer intends to use the assets to be divested for the purpose of competing effectively in the terminalling of petroleum products, (3) whether the acquisition of the divested assets will adversely effect competition. Defendants, in their notification pursuant to Paragraph XIII or otherwise, shall establish to the satisfaction of pertinent Plaintiffs that a proposed divestiture and acquirer satisfies the above criteria. In the event that the Defendants have not established to the satisfaction of any State(s) that a proposed divestiture meets the standard set forth above, which divestiture has been approved by the FTC pursuant to the Consent Order entered into between the Defendants and the FTC, that State(s) may move before the Court within ten (10) days of receiving notice pursuant to Paragraph XVI of the FTC's approval of the divestiture to enjoin the proposed sale to the acquirer as failing to satisfy the above criteria. In the event such a motion is timely filed by a Plaintiff State or States, the divestiture shall be temporarily enjoined pending disposition of the motion before the Court.

D. The purpose of this Paragraph is to ensure the continuation of the Mobil Manassas Terminal as an ongoing, viable enterprise engaged in the Terminaling of gasoline and other petroleum products, and to remedy the lessening of competition resulting from the Merger in Terminaling markets as alleged in Plaintiffs' Complaint.

VIII. APPOINTMENT OF TRUSTEE

A. If Defendants have not divested or assigned the assets required to be divested or assigned pursuant to Paragraphs IV, V, VI, and VII absolutely and in good faith and with the

prior approval of the pertinent Plaintiffs as indicated herein, within the time periods required, the pertinent Plaintiffs, in consultation with the FTC, may request that the Court appoint a trustee or trustees to effectuate the divestiture, assign all agreements, and effectuate all other provisions of the applicable paragraph or paragraphs; provided, however, that the trustee may, subject to the approval of the pertinent Plaintiffs, substitute the following assets for the assets described in the applicable paragraph or paragraphs: (1) in connection with Paragraph IV, the Mobil Northeast Marketing Assets, and the applicable brand name (provided, however, that if Defendants fail to divest pursuant to both Paragraphs IV and V, the trustee may substitute the Exxon Maine-Virginia Assets, and the applicable brand name, for the assets to be divested pursuant to Paragraphs IV and V); and (2) in connection with Paragraph V, the Exxon Mid-Atlantic Marketing Assets, and the applicable brand name (provided, however, that if Defendants fail to divest pursuant to both Paragraphs IV and V, the trustee may substitute the Exxon Maine-Virginia Assets, and the applicable brand name, for the assets to be divested pursuant to Paragraphs IV and V). Provided, however, that with respect to Paragraphs IV and V, the trustee may enter into an agreement with the acquirer, granting the acquirer rights to the Exxon or Mobil brand, as the case may be, on a royalty-free basis for up to twenty years, with the right to renew indefinitely thereafter on an annual basis, at the acquirer's option, on further terms to which the Defendants and the acquirer agree or, in the absence of agreement, on commercially reasonable terms as determined by binding arbitration (instead of the ten-year period as specified in subparagraphs IV.C. and V.C.).

Provided, further, however, that if within the applicable time period Defendants have divested and assigned rights with respect to at least 95% of the Retail Sites as to which

divestiture or assignment is required in (a) for Paragraph IV, the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine; and (3) for Paragraph V, the District of Columbia or the States of Virginia, Maryland, Delaware, Pennsylvania, or New Jersey; and Defendants have been enjoined by any court from divesting or assigning, or have been prevented from divesting or assigning despite attempting in good faith to complete such divestitures or assignments, the remaining 5% of the Retail Sites required to be divested and assigned, Defendants shall have an additional six (6) months to complete the required divestitures and assignments and Defendants' failure to have completed the divestitures and assignments with respect to the remaining Retail Sites shall not constitute non-compliance for purposes of this Consent Decree until the expiration of the additional six (6) month period. If Defendants have not divested the remaining assets or assigned the applicable Existing Lessee Agreements or Existing Supply Agreements by the end of the extended period, the pertinent Plaintiffs may request that the Court appoint a person or persons to act as trustee (or trustees) pursuant to this paragraph to divest those remaining assets but not the substitute assets described above in this subparagraph.

B. In the event that Plaintiffs bring an action to enforce this Consent Decree, Defendants shall consent to the appointment of a trustee in such action. Neither the appointment of a trustee nor a decision not to appoint a trustee under this Paragraph shall preclude the pertinent Plaintiffs from seeking civil penalties or any other relief available to it, including a court-appointed trustee, for any failure by the Defendants to comply with this Consent Decree.

C. If a trustee is appointed by the Court pursuant to Paragraph VIII of this Consent Decree, Defendants shall consent to the following terms and conditions regarding the trustee's

powers, duties, authority, and responsibilities:

1. The pertinent Plaintiffs shall select, in consultation with the Commission, a person or persons as trustee, subject to the consent of Defendants, which consent shall not be unreasonably withheld. The trustee shall be a person with experience and expertise in acquisitions and divestitures. If Defendants have not opposed in writing, including the reasons for opposing, the selection of any proposed trustee within ten (10) days after notice by the pertinent Plaintiffs to Defendants of the identity of any proposed trustee, Defendants shall be deemed to have consented to the selection of the proposed trustee.
2. Subject to the prior approval of the pertinent Plaintiffs, the trustee shall have the exclusive power and authority to divest the assets to be divested, assign the agreements required to be assigned, and enter into the required agreements, thereby binding Defendants, all on such terms and conditions as are necessary to comply with the requirements of the applicable paragraph, to comply with all applicable laws, and to effectuate the remedial purposes of this Consent Decree. Subject to the prior approval of the pertinent Plaintiffs, the trustee shall have the sole authority to divest the assets described in subparagraphs IV and V in smaller packages as the trustee deems necessary to effectuate divestiture of the assets and to effectuate the remedial purposes of this Consent Decree, provided, however, that no package of assets shall comprise less than all the Retail

Assets, Existing Lessee Agreements, and Existing Supply Agreements in an individual state or District. Provided, however, that with respect to Paragraphs IV and V, the trustee may enter into an agreement with the acquirer, granting the acquirer rights to the Exxon or Mobil brand, as the case may be, on a royalty-free basis for up to twenty years, with the right to renew indefinitely thereafter on an annual basis, at the acquirer's option, on further terms to which the Defendants and the acquirer agree or, in the absence of agreement, on commercially reasonable terms as determined by binding arbitration (instead of the ten-year period as specified in subparagraphs IV.C. and V.C.).

3. Within ten (10) days after appointment of the trustee, Defendants shall execute a trust agreement that, subject to the prior approval of the pertinent Plaintiffs, transfers to the trustee all rights and powers necessary to permit the trustee to effect the divestitures required by this Consent Decree.
4. The trustee shall have twelve (12) months from the date the Plaintiffs approve the trust agreement described in Paragraph VIII.C.3. to accomplish the divestiture, which shall be subject to the prior approval of the pertinent Plaintiffs. If, however, at the end of the twelve-month period, the trustee has submitted a plan of divestiture or believes that divestiture can be achieved within a reasonable time, the divestiture period may be extended by the

pertinent Plaintiffs.

5. The trustee shall have full and complete access to the personnel, books, records and facilities related to the assets to be divested or to any other relevant information, as the trustee may request. Defendants shall develop such financial or other information as such trustee may request and shall cooperate with the trustee. Defendants shall take no action to interfere with or impede the trustee's accomplishment of the divestiture. Any delays in divestiture caused by Defendants shall extend the time for divestiture under this Paragraph in an amount equal to the delay, as determined by the pertinent Plaintiffs.
6. The trustee shall use his or her best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the pertinent Plaintiffs for approval, subject to Defendants' absolute and unconditional obligation to divest expeditiously at no minimum price. The divestiture shall be made in the manner and to the acquirer or acquirers as approved by the pertinent Plaintiffs; provided, however, if the trustee receives bona fide offers from more than one acquiring entity, and if the pertinent Plaintiffs determine to approve more than one such acquiring entity, the trustee shall divest to the acquiring entity or entities selected by Defendants from among those approved by the pertinent Plaintiffs, provided further, however, that Defendants shall select such entity within five (5) days of receiving notification of the pertinent Plaintiffs' approval.

7. The trustee shall serve, without bond or other security, at the cost and expense of Defendants, on such reasonable and customary terms and conditions as the pertinent Plaintiffs may set. The trustee shall have the authority to employ, at the cost and expense of Defendants, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the trustee's duties and responsibilities. The trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the pertinent Plaintiffs of the account of the trustee, including fees for his or her services, all remaining monies shall be paid at the direction of the Defendants, and the trustee's power shall be terminated. The trustee's compensation shall be based at least in significant part on an arrangement contingent on the trustee's divesting the assets to be divested.
8. Defendants shall indemnify the trustee and hold the trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the trustee'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 liabilities, losses, damages, claims, or

expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the trustee.

9. If the trustee ceases to act or fails to act diligently, a substitute trustee shall be appointed in the same manner as provided in Paragraph VIII.A. of this Consent Decree.
10. The pertinent Plaintiffs may, on their own initiative or at the request of the trustee, request that the Court issue such additional orders as may be necessary or appropriate to accomplish the divestitures required by this Consent Decree.
11. The trustee shall have no obligation or authority to operate or maintain the assets to be divested.
12. The trustee shall report in writing to Defendants and the pertinent Plaintiffs every sixty (60) days concerning the trustee's efforts to accomplish the divestitures.

IX. COMPLIANCE REPORTS

A. Within sixty (60) days after the date this Consent Decree becomes final and every sixty (60) days thereafter until Defendants have fully complied with the provisions of Paragraphs IV, V, VI and VII of this Consent Decree, Defendants shall submit to the Plaintiffs a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with these Paragraphs. Defendants shall include in their compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with these Paragraphs, including a description of all substantive

contacts or negotiations for the divestitures and the identity of all parties contacted. Defendants shall include in their compliance reports copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning divestiture

B. Defendants shall provide Plaintiffs with an annual verified report, detailing the manner in which they have complied and are complying with the provisions of this Consent Decree. Said annual report shall be due at the same time similar verified reports are filed with the FTC, or if such reports are not filed with the FTC, then on the anniversary of the signing of this Consent Decree and Final Judgment.

X. NOTIFICATION OF CORPORATE CHANGES

A. Defendants shall notify the Plaintiffs at least thirty (30) days prior to any proposed change in the corporate Defendants 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 the Consent Decree.

B. Upon consummation of the Merger, Defendants shall cause ExxonMobil to be bound by the terms of this Consent Decree.

XI. COMPLIANCE INSPECTION

For the purpose of determining or securing compliance with this Consent Decree, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondents, Defendants shall permit any duly authorized representative of the pertinent Plaintiffs:

A. Access, during office hours and in the presence of counsel, to all facilities to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of each Defendant relating to any matters contained in this Consent Decree; and

B. Upon five days' notice to each Defendant and without restraint or interference from it, to interview officers, directors, or employees of Defendant, who may have counsel present, regarding any such matters.

C. No information nor any documents obtained by the means provided herein shall be divulged by any representative of the Plaintiffs to any person other than a duly authorized representative of the Attorneys General of the Plaintiff Northeast States and Mid-Atlantic States except in the course of legal proceedings to which both Defendants and any of the Plaintiffs are parties or law enforcement actions to which a Plaintiff is a party, or for the purpose of securing compliance with this Consent Decree, or as otherwise required by law.

D. If at the time information or documents are furnished by Defendants to the Plaintiffs, Defendants represent and identify in writing the portions of any such information or documents for which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and Defendants mark each pertinent page of such documents, "Confidential" or "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then the Plaintiffs shall give ten (10) days' notice to the marking Defendant prior to divulging such material in any legal proceeding, except in proceedings to enforce compliance with this Consent Decree, in which case the documents shall be filed under seal.

XII. ORDER TO HOLD SEPARATE

Until the divestiture has been accomplished Defendants shall comply with all the terms of the FTC's Order to Hold Separate, Attached to this Consent Decree and Final Judgment and made a part hereof, as Exhibit A, applicable to the New England Fuels Marketing NBU, New York Fuels Marketing NBU, Pennsylvania and New Jersey Fuels Marketing NBU, and Mid-Atlantic Fuels Marketing NBU, all as defined therein. Defendants will comply with the such terms of the Hold Separate Agreement regardless of whether the FTC enters an order finally approving the Merger.

XIII. NOTIFICATION OF PROPOSED DIVESTITURE

A. Within five (5) business days following execution of a letter of intent or a definitive agreement for sale of any divestiture asset identified herein, Defendants or the trustee, whichever is then responsible for effecting the divestiture required herein, shall notify the Plaintiffs of any proposed divestiture required by Paragraph IV, V, VI, and VII of this Consent Decree.

B. If the trustee is responsible, he or she shall likewise notify Defendants. The notice provided by the trustee shall set forth the details of the proposed transaction and list the name, address, and telephone number of each person not previously identified who offered or expressed an interest in or desire to acquire any ownership interest in the divestiture assets, together with full details of the same.

C. Within fifteen (15) days after receipt of the notice, the pertinent Plaintiffs may request additional information concerning the proposed divestiture and the proposed purchaser. Defendants or the trustee shall furnish the additional information within fifteen (15) days of the receipt of the request. Within thirty (30) days after receipt of the notice or within fifteen (15)

days after receipt of the additional information, whichever is later, the pertinent Plaintiffs shall notify in writing Defendants and the trustee, if there is one, if it objects to the proposed divestiture and set forth the reasons for such objection. If the pertinent Plaintiffs fail to object within the period specified, or if the pertinent Plaintiffs notify in writing Defendants and the trustee, if there is one, that they do not object, then the divestiture may be consummated. Upon objection by the Defendants in the case of a divestiture proposed by the trustee, the proposed divestiture shall not be accomplished unless approved by the Court applying the applicable criteria set forth in Sections IV.F., V.F., VI.C., and VII.C.

XIV. TOLLING OF TIME

A. In the event that (1) Defendants enter an Agreement Containing Consent Orders with the FTC relating to File 991-0077; (2) Defendants, within the time period required under this Consent Decree, have submitted a complete application for approval of a divestiture; (3) the pertinent Plaintiffs have approved the divestiture and has not withdrawn their approval; (4) the Defendants have submitted a timely and complete application for approval of the divestiture to the FTC; but (5) the FTC has failed or refused to approve the proposed divestiture, then the time in which the divestiture shall be completed shall be extended (a) for ninety (90) days or (b) until the FTC has made a determination pertaining to the proposed divestiture or other relief, whichever is later. During such period of extension, the Defendants shall exercise the utmost good faith and best efforts to resolve the concerns of the FTC.

B. Any failure to divest or assign as a result of the FTC's failure to approve an application for divestiture shall not violate this Consent Decree.

XV. OTHER RELIEF

1. Plaintiff shall receive \$737,593 as attorneys fees and costs, payable within ten (10) business days of entry of this Consent Decree. The sum shall be forwarded to the Attorney General of New Jersey at the address set forth in Paragraph XVI for disbursement among the Plaintiffs and the National Association of Attorneys General.
2. If Plaintiffs or any Plaintiff successfully bring an action to enforce the provisions of the Consent Decree, Defendants shall reimburse the pertinent Plaintiffs for all reasonable costs and attorneys fees associated with bringing such enforcement action.

XVI. NOTICES

Any notices required by the Final Consent Judgment shall be delivered to the parties at the following addresses:

1. For Defendants:

General Counsel
Exxon Corporation
5959 Las Colinas Boulevard
Irving, Texas 75039

General Counsel
Mobil Corporation
3225 Gallows Road
Fairfax, Virginia 22037

2. For the Plaintiffs:

Andrew L. Rossner, Esq.
Division of Criminal Justice
Hughes Justice Complex
25 Market Street
P.O. Box 085

Trenton, New Jersey 08625
Facsimile: 609/633-7798

XVII. PUBLIC INTEREST

Entry of this Consent Decree is in the public interest.

XVIII. TERMINATION

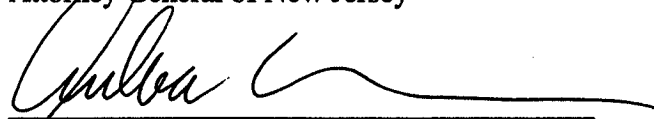
This Consent Decree will expire and terminate thirteen (13) years from the date of its issuance.

DATED this 15 day of February 2000.


UNITED STATES DISTRICT JUDGE

Approved as To Form
Notice of Presentation Waived:

John J. Farmer, Jr.
Attorney General of New Jersey



Andrew Rossner
Deputy Attorney General
Financial Crimes and Antitrust Bureau
Division of Criminal Justice
State of New Jersey
(609) 633-9882

For the Plaintiff State of New Jersey

Charles F. Rule
D.C. Bar No. 370818
David L. Meyer
D.C. Bar No. 414420
Covington & Burling
1201 Pennsylvania Ave., N.W.
Washington, D.C. 20044-7566
202/662-6000

*Attorneys for Defendants Exxon Corporation and
Mobil Corporation*

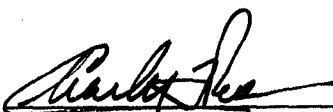
DATED this 15 day of February 2000.


UNITED STATES DISTRICT JUDGE

Approved as To Form
Notice of Presentation Waived:

John J. Farmer
Attorney General of New Jersey

Andrew Rossner
Deputy Attorney General
Financial Crimes and Antitrust Bureau
Division of Criminal Justice
State of New Jersey



Charles F. Rule
D.C. Bar No. 370818
David L. Meyer
D.C. Bar No. 414420
Covington & Burling
1201 Pennsylvania Ave., N.W.
Washington, D.C. 20044-7566
202/662-6000

*Attorneys for Defendants Exxon Corporation and
Mobil Corporation*

OF COUNSEL:

Charles W. Matthews, Jr.
Vice President & General Counsel
Exxon Corporation


5959 Las Colinas Blvd.
Dallas, Texas 75039-2298
972/444-1440

Counsel for Exxon Corporation

Samuel H. Gillespie, III
Senior Vice President & General Counsel
Mobil Corporation
3225 Gallows Rd.
Fairfax, Virginia 22037-0001
703/846-4050

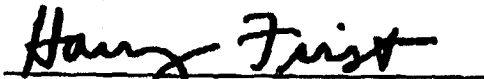
Janet L. McDavid
Hogan & Hartson LLP
555 13th Street, N.W.
Washington, D.C. 20004
202/637-8780

Counsel for Mobil Corporation



ELIOT SPITZER

Attorney General of the State of New York



HARRY FIRST

Chief, Antitrust Bureau

Of Counsel:

Richard E. Grimm

John A. Ioannou

Assistant Attorneys General

Office of the Attorney General

State of New York

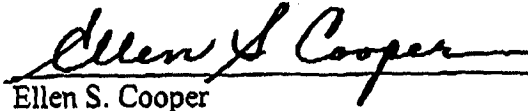
120 Broadway (26th floor)

New York, New York 10271

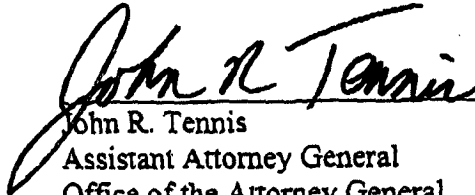
(212) 416-8282

For Plaintiff State of New York

J. JOSEPH CURRAN, JR.
MARYLAND ATTORNEY GENERAL



Ellen S. Cooper
Assistant Attorney General
Chief, Antitrust Division



John R. Tennis
Assistant Attorney General
Office of the Attorney General
Antitrust Division
200 St. Paul Place, 19th Floor
Baltimore, Maryland 21202
Tel. # (410) 576-6470
Fax # (410) 576-7830

Respectfully Submitted,

COMMONWEALTH OF MASSACHUSETTS

THOMAS F. REILLY
ATTORNEY GENERAL

Date: _____

By:  _____

Glenn Kaplan
Asst. Attorney General
(617) 727-2200
One Ashburton Place
Boston, MA 02108

States of New Jersey, New York, Maryland, Connecticut, Massachusetts, Virginia,
Pennsylvania and Vermont v. Exxon Corporation and Mobil Corporation

MARK L. EARLEY
Attorney General

DATE: November 24, 1999

BY:



ANNE MARIE CUSHMAC
Assistant Attorney General
Antitrust and Consumer Litigation Section
Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
(804) 786-2116
(804) 786-0122 (FAX)

Commonwealth of Pennsylvania
D. Michael Fisher
Attorney General

BY: James A. Donahue, III *tsll*
James A. Donahue, III
Chief Deputy Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120
(717) 787-4530 (voice)
(717) 787-1190 (fax)

In the Matter of the Merger of:
Exxon Corporation and Mobil Corporation

STATE OF VERMONT
William H. Sorrell, Attorney General

A handwritten signature in cursive script that reads "Julie Brill". The signature is written in dark ink and is positioned above a horizontal line.

Julie Brill
Assistant Attorney General

Exhibit A
to Consent Decree