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U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

STATE OF UTAH, STATE OF COLORADO,
STATE OF IDAHO, STATE OF OREGON,
and STATE OF WASHINGTON,

Plaintiffs,

v.

PHILLIPS PETROLEUM COMPANY, a
Delaware Corporation, and CONOCO INC., a
Delaware Corporation,

Defendants.

Case No.

FINAL CONSENT JUDGMENT

2 02 C V - 0982 - TS

Plaintiffs, the States of Colorado, Idaho, Oregon, Utah, and Washington ("Plaintiff States" or "States"), by and through their respective Attorneys General, filed their Complaint herein on August 30, 2002, in regards to the proposed merger of Defendants, Phillips Petroleum Company ("Phillips") and Conoco Inc. ("Conoco") (hereinafter collectively referred to as "Defendants"). Defendants have received copies of the Complaint, have waived service of

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5

summons, and have entered their appearance in this action and submitted to the jurisdiction of this Court.

Plaintiffs filed their Complaint to ensure that competition is not substantially lessened upon the consummation of the Merger. Without admitting any facts or conclusions other than jurisdictional facts, Defendants have agreed to divest, or otherwise cause to be sold, certain assets and to provide for other relief in certain areas of Colorado, Idaho, Oregon, Utah, and Washington.

Plaintiffs and Defendants, by and through their attorneys by their signatures appearing below, have consented to the entry of this Final Consent Judgment. This Final Consent Judgment does not constitute evidence against, or an admission by, any party that the law has been violated as alleged in Plaintiffs' Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true.

Prompt and certain divestitures of assets are the essence of this Final Consent Judgment. Defendants have represented to Plaintiffs that Defendants can comply with the obligations set forth in this Final Consent Judgment, that full relief as provided in this Final Consent Judgment can be accomplished, and that the Defendants will later raise no claims of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions or provisions regarding the terms and conditions contained below.

NOW, THEREFORE, without trial or adjudication of any issue of fact or law alleged in the Complaint,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

I. JURISDICTION AND VENUE

The Court has jurisdiction over the subject matter of this action and over each of the parties hereto, pursuant to 28 U.S.C. §§ 1331 and 1337(a) and §§ 15 and 16 of the Clayton Act,

as amended, 15 U.S.C. §§ 25 and 26. This Court has jurisdiction of the pendent state claims pursuant to 28 U.S.C. § 1367(a). Venue is proper in this Court under Section 12 of the Clayton Act, 15 U.S.C. § 22, and under 28 U.S.C. § 1391(b).

The Complaint states claims against Defendants under Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18; Section 1 of the Sherman Act, 15 U.S.C. § 1; and under the state antitrust and unfair competition laws alleged in the aforesaid Complaint. The Plaintiff States have authority to bring this action pursuant to Section 16 of the Clayton Act, 15 U.S.C. § 26; and Colo. Rev. Stat. § 6-4-111 and 6-4-107; Idaho Code § 48-108 and 48-106; Or. Rev. Stat. §§ 646.725, 646.730, 646.760 and 646.770; Utah Code Ann. §§ 76-10-916, 76-10-918, 76-10-919; and Wash. Rev. Code § 19.86.080.

II. APPLICABILITY

The provisions of this Final Consent Judgment shall apply to Defendants, and their successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents, representatives, employees, and all other persons in active concert or participation with any of them who receive actual notice of this Final Consent Judgment by personal service or otherwise.

Nothing herein is or has been created for the benefit of any third party and nothing herein shall be construed to provide any rights to third parties.

III. DEFINITIONS

1. "Conoco" means Conoco Inc., its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Conoco, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. Conoco does not include Phillips.

2. "Phillips" means Phillips Petroleum Company, its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Phillips, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. Phillips does not include (1) Conoco or (2) DEFS as long as Phillips' proportionate ownership and other interests and rights in DEFS do not increase relative to what they were at the time Defendants executed the FTC Consent Agreement.

3. "ConocoPhillips" means the entity resulting from the merger involving Conoco and Phillips, its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups and affiliates controlled by ConocoPhillips, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. ConocoPhillips does not include DEFS as long as ConocoPhillips proportionate ownership and other interests and rights in DEFS do not increase relative to what Phillips' proportionate ownership and other interests and rights were at the time Defendants executed the FTC Consent Agreement.

4. "Defendants" means Conoco and Phillips, individually and collectively, and, after the Merger, ConocoPhillips.

5. "DEFS" means Duke Energy Field Services, LLC, a limited liability company, organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its offices and principal place of business located at 370 17th Street, Suite 900, Denver, Colorado 80202, its directors, officers, employees, agents and representatives.

6. "Ancillary Products" means any product that is commonly sold in Gasoline Outlets other than Motor Fuels or Aviation Fuels.
7. "Assets To Be Divested" means (1) Phillips Woods Cross Assets, (2) Colorado Assets, and (3) Phillips Spokane Terminal.
8. "Aviation Fuels" means aviation gasoline and jet fuels.
9. "Branded Ancillary Products" means any Ancillary Product that is sold under a brand name owned by or licensed to Defendants.
10. "Branded Aviation Fuels" means Aviation Fuels that are sold under a brand name owned by or licensed to Defendants.
11. "Branded Fuels" means Motor Fuels that are sold under a brand name owned by or licensed to Defendants.
12. "Colorado Assets" means the (1) Conoco Denver Refinery Assets; and (2) Phillips Colorado Retail Assets.
13. "Commission" or "FTC" means the Federal Trade Commission.
14. "Conoco Branded Fuels" means Branded Fuels sold under a brand name owned by or licensed to Conoco.
15. "Conoco Branded Seller" means any Person (other than Conoco) that has, by virtue of contract or agreement in effect at the time Defendants executed the FTC Consent Agreement the right to sell Motor Fuels using any trademark, trade name, or logo owned or licensed by Conoco, or to resell Motor Fuels to any such Person. "Conoco Branded Seller" includes marketers, distributors, jobbers, contract dealers and open dealers.

16. "Conoco Denver Refinery Assets" means Conoco's refinery located at Commerce City, Colorado, and includes:

1. all of Conoco's interest in all tangible assets used in the operation of the refinery, including any leasehold, ownership, fee, or any other interest in real estate at the refinery grounds in Commerce City, Colorado, and in the production or distribution of the products produced at the refinery (excluding those used solely in the marketing, distribution, or sale of Conoco Branded Fuels as branded products), and includes, but is not limited to, :

- a. the main plant;
- b. the asphalt plant;
- c. Conoco's Lance Creek Gathering System;
- d. Conoco's Rocky Mountain Crude System, which runs from Lance Creek to Denver;
- e. all of Conoco's interest in the Centennial Pipeline System;
- f. any other crude oil pipelines connected to the refinery;
- g. any refined products pipelines into or from the refinery, which includes the products pipeline to Union Pacific Railroad;
- h. loading facilities;
- i. lubricants distribution facilities adjacent to the refinery, subject to existing leases to Rex Oil and other third parties; and
- j. at the acquirer's option, Conoco's interest in crude oil storage tanks located at Guernsey, Wyoming, constituting up to 70% of Conoco's

crude oil storage tankage capacity and crude oil tankage throughput capacity at Guernsey;

2. all books, records, and documents (excluding those related solely to the marketing, distribution, or sale of Conoco Branded Fuels as branded products) relating to the refinery and to the production, marketing, distribution, or sale of products produced at the refinery; provided, however, that if any such books, records, or documents also include matters not related to the refinery or products produced at the refinery, then only those portions of the books records and documents that relate to the refinery or the products produced at the refinery shall be included;
3. an exclusive right to all intellectual property used solely in the operation of the refinery or in the production, marketing, distribution, or sale of the products produced at the refinery (excluding that used solely in the marketing, distribution, or sale of Conoco Branded Fuels as branded products), and a non-exclusive right to use in the operation of the refinery and in the production, marketing, distribution, and sale of products produced at the refinery all other intellectual property used in the operation of the refinery and in the production, marketing, distribution, or sale of the products produced at the refinery (excluding that used solely in the marketing, distribution, or sale of Conoco Branded Fuels as branded products);
4. all licenses and permits used in the operation of the refinery and in the production, marketing, distribution, or sale of the products produced at the refinery (excluding those used solely in the marketing, distribution, or sale of Conoco Branded Fuels as branded products);

5. all contracts, agreements, and understandings relating to the transportation, storage, Terminaling, marketing, distribution, or sale of the products produced at the refinery (excluding those relating solely to the marketing, distribution, or sale of Conoco Branded Fuels as branded products), which includes but is not limited to all agreements under which Conoco receives crude oil or other inputs at or for the refinery; the resid processing agreement with Frontier Refining, Inc.; Phillips' contractual right to receive refined products from Conoco at Conoco's Grand Junction, Colorado, terminal pursuant to an exchange agreement, and, at the acquirer's option, all exchange agreements involving the refinery (but only to the extent the exchange agreement involve products produced at the refinery); provided, however, that if any such contract, agreement, or understanding includes matters, terms, or locations not related to the Conoco Denver Refinery Assets, then only those provisions relating to the Conoco Denver Refinery Assets shall be included;
6. all joint ventures relating to the operation of the refinery and in the production, marketing, distribution, or sale of the products produced at the refinery (excluding those relating solely to the marketing, distribution, or sale of Conoco Branded Fuels as branded products); and
7. all plans (including proposed and tentative plans, whether or not adopted), specifications, drawings, and other assets (including the non-exclusive right to use patents, know-how, and other intellectual property relating to such plans) related to the operation of the Denver refinery.

"Conoco Denver Refinery Assets" does not include:

- a. the assets listed in Exhibit 1, attached hereto and by this reference incorporated herein for all purposes;
- b. Conoco's lease of a connecting line from Stapleton Airport to Chases's Aurora, Colorado, terminal (which is connected by common carrier pipeline to Denver International Airport), provided that, Defendants instead establish and divest to the acquirer a pipeline connection to an existing Phillips line to provide access to Chase's Aurora, Colorado, terminal (which is connected by common carrier pipeline to Denver International Airport) at a capacity equal to or greater than the capacity Conoco had to Chase's Aurora, Colorado, terminal, and Defendants enter into a connection agreement with or assignable to acquirer at terms consistent with standard industry practices;
- c. Conoco's interest in the KPAC Joint Venture, subject to the requirements of Paragraph 62;
- d. Conoco's interests in the Jupiter Joint Venture, subject to the requirements of Paragraph 63; and
- e. any books and records that Defendants are required by law to retain, provided that Defendants deliver at least one copy of such books and records to the acquirer.

17. "Conoco Existing Supply Agreements" means all agreements, in effect as of the date Defendants executed the FTC Consent Agreement, between Conoco and Conoco Branded Sellers relating to such Person's right or obligation to sell or resell Branded Fuels using any trademark,

trade name, or logo owned by or licensed to Conoco at a Gasoline Outlet, including but not limited to, each Branded Fuels supply contract, distributor agreement, dealer agreement, image agreement, amortization agreement, jobber outlet incentive program contract.

18. "Cost" means all direct costs, including raw materials, labor, utilities, and third-party contract services actually used to provide services to the acquirer of the relevant business. "Cost" also includes the pro rata share of the cost of the capital employed in the relevant facility and those indirect costs related to operating the relevant facility, including taxes, depreciation, overhead, and third-party contracts. When calculating the pro rata shares of the costs of a facility, Defendants shall use the following formula: the amount of capacity used by the acquirer of the relevant business divided by the then-current total capacity utilization of the relevant facility.

19. "Effective Date of Divestiture" means the date on which the applicable divestiture is consummated. Each Asset To Be Divested may have its own Effective Date of Divestiture

20. "FTC Consent Agreement" means the valid and final Agreement Containing Consent Orders, executed on August 2, 2002, by and among Defendants and the Commission in respect to the Merger.

21. "FTC Decision and Order" means the valid and final Decision and Order contained in the FTC Consent Agreement.

22. "Gasoline Outlet" means a business establishment from which Motor Fuels are sold to the general public.

23. "Hold Separate Order" means the valid and final Order to Hold Separate and Maintain Assets contained in the FTC Consent Agreement. The public version of the Hold Separate Order is attached hereto and hereby incorporated herein for all purposes.
24. "KPAC Joint Venture" means the asphalt joint venture (known as the Koch Performance Asphalt Company ("KPAC")) between Conoco and Koch.
25. "Merger" means the proposed merger of Conoco and Phillips.
26. "Merger Date" means the date on which the Merger is consummated.
27. "Motor Fuels" means gasoline or diesel fuel (including any kerosene sold at Gasoline Outlets, such as kerosene typically used for blending with on-road diesel). "Motor Fuels" does not include Aviation Fuels.
28. "Non-Public Information" means any information not in the public domain. "Non-Public Information" shall not include information that was publicly available prior to the date Defendants executed the FTC Consent Agreement or that thereafter becomes publicly available or is disclosed to Defendants without any violation of this Final Consent Judgment by Defendants and without violation of law or regulation by or known to Defendants.
29. "Person" means any individual, partnership, association, company or corporation.
30. "Phillips Branded Fuels" means Branded Fuels sold under a brand name owned by or licensed to Phillips.
31. "Phillips Branded Seller" means any Person (other than Phillips) that has, by virtue of contract or agreement in effect at the time Defendants executed the FTC Consent Agreement, the right to sell Motor Fuels using any trademark, trade name, or logo owned or licensed by Phillips,

or to resell Motor Fuels to any such Person. "Phillips Branded Seller" includes marketers, distributors, jobbers, contract dealers and open dealers.

32. "Phillips Colorado Retail Assets" means all of Phillips Retail Assets in Colorado as of the date Defendants executed the FTC Consent Agreement, except those Gasoline Outlets subject to an agreement dated June 13, 2002, between Phillips and Phillips Investment Company, LLC.

33. "Phillips Colorado Supply Agreements" means

1. all agreements in effect as of the date Defendants executed the FTC Consent Agreement between Phillips and Phillips Branded Sellers; and
2. all agreements in effect as of the Effective Date of Divestiture of the Colorado Assets between Phillips and Phillips Investment Company, LLC,

relating to such Person's right or obligation to sell or resell Phillips Branded Fuels at Gasoline Outlets in Colorado, including but not limited to, each Branded Fuels supply contract, distributor agreement, dealer agreement, image agreement, amortization agreement, jobber outlet incentive program contract, and the Phillips 66 Branded Marketer Agreement.

34. "Phillips Spokane Terminal" means Phillips' petroleum storage and distribution terminal in Spokane, Washington, and includes:

1. all of Phillips' interest in all tangible assets that are used in Terminaling in Spokane, including but not limited to:
 - a. real estate;
 - b. storage tanks;
 - c. local connector pipelines;

- d. loading and unloading facilities;
 - e. equipment, machinery, fixtures, tools, and spare parts;
 - f. and to the extent used in Terminaling, offices, buildings, and warehouses;
2. an exclusive right to all intellectual property used solely in the operation of the terminal, and a non-exclusive right to use in the operation of the terminal all other intellectual property used in the operation of the terminal;
 3. all licenses and permits used in the operation of the terminal; and
 4. all contracts, agreements or understandings relating to the operation of the terminal.

“Phillips Spokane Terminal” does not include the assets listed in Exhibit 2, attached hereto and by this reference incorporated herein for all purposes.

35. “Phillips Woods Cross Assets” means the (1) Phillips Woods Cross Refinery Assets; and (2) Phillips Woods Cross Retail Assets.

36. “Phillips Woods Cross Refinery Assets” means the Phillips refinery located at Woods Cross, Utah, and includes:

1. all of Phillips’ interest in all tangible assets used in the operation of the refinery, including any leasehold, ownership, fee, or any other interest in real estate at the refinery grounds in Woods Cross, Utah, and in the production, marketing, distribution, or sale of the products produced at the refinery, including, but not limited to:
 - a. the plant;
 - b. all of Phillips’ interest in the Phillips Woods Cross refinery tanks;

- c. the 4-mile crude oil pipeline between Chevron Salt Lake Station and the refinery;
 - d. any other crude oil pipelines connected to the refinery;
 - e. the refined products pipeline from the refinery to the Chevron manifold;
 - f. the truck loading rack;
 - g. all other refined products pipelines into or from the refinery;
 - h. Phillips' interests in the Boise terminal and the Burley terminal (subject to Paragraph 52);
 - i. loading facilities; and
 - j. at the acquirer's option, Phillips' allocation on the Chevron pipeline;
2. all books, records, and documents relating to the refinery and to the production, marketing, distribution, or sale of products produced at the refinery; provided, however, that if any such books, records, or documents also include matters not related to the refinery or products produced at the refinery, then only those portions of the books, records and documents that relate to the refinery or the products produced at the refinery shall be included;
 3. an exclusive right to all intellectual property used solely in the operation of the refinery or in the production, marketing, distribution, or sale of the products produced at the refinery, and a non-exclusive right to use in the operation of the refinery and in the production, marketing, distribution, or sale of the products produced at the refinery all other intellectual property used in the operation of the

refinery and in the production, marketing, distribution, or sale of the products produced at the refinery;

4. all licenses, agreements, contracts, and permits used in the operation of the refinery and in the production, marketing, distribution, or sale of the products produced at the refinery;
5. all contracts, agreements, and understandings relating to the transportation, storage, Terminaling, marketing, distribution, or sale of the products produced at the refinery, including, but not limited to, all agreements under which Phillips receives crude oil or other inputs at or for the refinery; and at the acquirer's option, all exchange agreements involving the refinery (but only to the extent the exchange agreements involve products produced at the refinery);
6. all joint ventures relating to the operation of the refinery and in the production, marketing, distribution, or sale of the products produced at the refinery; and
7. all plans (including proposed and tentative plans, whether or not adopted), specifications, drawings, and other assets (including the non-exclusive right to use patents, know-how, and other intellectual property relating to such plans) related to the operation of the refinery.

“Phillips Woods Cross Refinery Assets” does not include:

- a. any books and records located at the Phillips Woods Cross refinery that Defendants are required by law to retain, provided that Defendants deliver at least one copy thereof to the acquirer; or

- b. the assets listed in Exhibit 3, attached hereto and by this reference incorporated herein for all purposes.

37. "Phillips Woods Cross Retail Assets" means all of Phillips' Retail Assets in Utah and Idaho as of the date Defendants executed the FTC Consent Agreement.

38. "Phillips Woods Cross Supply Agreements" means all agreements, in effect as of the date Defendants executed the FTC Consent Agreement, between Phillips and Phillips' Branded Sellers relating to such Person's right or obligation to sell or resell Phillips Branded Fuels at Gasoline Outlets in Utah or Idaho, including but not limited to, each Branded Fuels supply contract, distributor agreement, dealer agreement, image agreement, amortization agreement, jobber outlet incentive program contract, and the Phillips 66 Branded Marketer Agreement.

39. "Retail Assets" means, for each Gasoline Outlet, all of Defendants' interests in the Gasoline Outlet, and includes:

1. all of Defendants' interest in all tangible assets that are used at that Gasoline Outlet, including, but not limited to, any leasehold, ownership, fee, or any other interest in real estate;
2. all permits, licenses, consents, contracts, understandings, and agreements used in the operation of the Gasoline Outlet;
3. the exclusive right to all intellectual property used solely in the operation of the Gasoline Outlet, and the non-exclusive right to use in the operation of the Gasoline Outlet all other intellectual property used in the operation of the Gasoline Outlet;

4. 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) operated in connection with each Gasoline Outlet, including
 - a. all permits, licenses, consents, contracts, understandings, and agreements used in the operation of the ancillary businesses;
 - b. the exclusive right to all intellectual property used solely in the operation of the ancillary business, and the non-exclusive right to use in the operation of the ancillary businesses all other intellectual property in the operation of the ancillary businesses.

For purposes of this definition only, "Retail Assets" does not include:

- a. Defendants' proprietary trademarks, trade names, logos, trade dress, or identification signs;
- b. additized product inventory;
- c. credit card agreements; or
- d. satellite-based or centralized credit card processing equipment not located at the Gasoline Outlet.

40. "States" means the following states that are Plaintiffs in this action, acting by and through their respective Offices of the Attorney General: Colorado, Idaho, Oregon, Utah, and Washington; provided however, that as used in and for purposes of Section IV, "States" means only Utah and Idaho, as used in and for purposes of Section V, "States" means only Colorado,

and as used in and for purposes of Section VI, "States" means only Washington, Oregon, and Idaho.

41. "Terminaling" means the services performed by a facility that provides temporary storage of refined petroleum products received via pipeline, tank trucks, rail, or transport trailers, and the redelivery of refined products from storage tanks into pipeline, tank trucks, rail, or transport trailers.

IV. DIVESTITURE OF WOODS CROSS ASSETS

42. Defendants shall divest the Phillips Woods Cross Assets to a single acquirer that receives the prior approval of the States and only in a manner that receives the prior approval of the States, absolutely and in good faith and at no minimum price, within twelve (12) months from the date Defendants executed the FTC Consent Agreement.

43. Defendants shall, upon the Effective Date of Divestiture of the Phillips Woods Cross Assets, assign to the acquirer of the Phillips Woods Cross Assets all Phillips Woods Cross Supply Agreements.

44. Defendants shall provide the acquirer of the Phillips Woods Cross Assets (and shall enter into an agreement with the acquirer of the Phillips Woods Cross Assets, to be effective upon the Effective Date of Divestiture of the Phillips Woods Cross Assets, which shall be subject to the prior approval of the States, that includes terms that provide for) the following:

A. for a period of ten (10) years from the Effective Date of Divestiture of the Phillips Woods Cross Assets, at no payment by the acquirer to the Defendants:

1. in connection with the sale of Motor Fuels, the exclusive right to use in Utah and Idaho all brand names that are (i) owned by or licensed to

Phillips, and (ii) used by Phillips or Phillips Branded Sellers in Utah and Idaho as of the date Defendants executed the FTC Consent Agreement, including the exclusive rights to use Phillips' identification signs, trademarks, and other trade indicia, and the non-exclusive right to accept and process Phillips credit cards in connection with such sales of Phillips Branded Fuels;

2. in connection with the sale of Ancillary Products, the exclusive right to use all brand names that are (i) owned by or licensed to Phillips, and (ii) used by Phillips or Phillips Branded Sellers in Utah and Idaho as of the date Defendants executed the FTC Consent Agreement, at all Gasoline Outlets owned or operated by the acquirer in Utah and Idaho; and the non-exclusive right to use all brand names that are (1) owned by or licensed to Phillips, and (2) used by Phillips or Phillips Branded Sellers in Utah and Idaho as of the date Defendants executed the FTC Consent Agreement, in connection with the sale of Ancillary Products elsewhere in Utah and Idaho;

Provided, however, that Defendants shall not otherwise interfere with the acquirer's right to sell Aviation Fuels under any brand name owned by or licensed to a Person other than Defendants or under no brand; and provided further that the rights granted under this Section IV shall include any modifications, upgrades, improvements, or changes to a brand name, identification sign, trademark, or other trade indicia made by Defendants after the Merger for use in other states, except in circumstances in which a brand name,

identification sign, trademark, or other trade indicia, includes the name "Conoco" or uses any brand name, identification sign, trademark, or other trade indicia used by Conoco or Conoco Branded Sellers as of the date Defendants executed the FTC Consent Agreement;

B. at the end of the ninth year after the Effective Date of Divestiture of the Phillips Woods Cross Assets, Defendants shall offer to meet with the acquirer to discuss a renewal of the agreement;

C. Phillips' proprietary branded and other non-proprietary credit card services, additive, and such brand support as the acquirer may choose to purchase at Phillips' costs in connection with the provision of credit card services, additive, and brand support; and

D. Ancillary Products acquired from Defendants for resale in Utah and Idaho at commercial, arms'-length terms no less favorable than those given by Defendants to other wholesale purchasers who buy Ancillary Products of like quantity, grade, and quality from Defendants, but permitting differences in price that arise from Defendants' differences in manufacturing, purchasing, shipping or storage costs, if any.

45. Defendants may include in the agreement with the acquirer of the Phillips Woods Cross Assets a requirement that the acquirer:

A. Take commercially reasonable steps to protect the integrity of any trademark, tradename or logo licensed to the acquirer of the Phillips Woods Cross Assets pursuant to this Final Consent Judgment; and

B. Comply with all standards and requirements relating to the display and presentation of trademarks, tradenames, or logos licensed to the acquirer of the Phillips Woods Cross

Assets pursuant to this Final Consent Judgment if such standards or requirements are also imposed on Defendants' sellers of Phillips Branded Fuels in other geographies.

46. Defendants shall divest the Phillips Woods Cross Assets, assign all Phillips Woods Cross Supply Agreements, and enter into the agreements as required by Paragraphs 42 through 44, only to a single acquirer that receives the prior approval of the States and only in a manner that receives the prior approval of the States.

47. Defendants shall offer the acquirer of the Phillips Woods Cross Assets an indemnity, subject to the prior approval of the States and to be effective upon the Effective Date of Divestiture of the Phillips Woods Cross 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 Phillips Woods Cross Assets divested or assigned pursuant to this Final Consent Judgment.

48. Notwithstanding the provisions of this Final Consent Judgment, in the event that the acquirer of the Phillips Woods Cross Assets ceases using any Phillips brand in Utah and Idaho pursuant to the agreement conveying the right to use that Phillips brand described in this Final Consent Judgment, Defendants shall have the right to use that Phillips brand in Utah and Idaho beginning two (2) years after the acquirer of the Phillips Woods Cross Assets ceases to use that Phillips brand in Utah and Idaho.

49. If, at any time from the date Defendants executed the FTC Consent Agreement until the Effective Date of Divestiture of the Phillips Woods Cross Assets, Defendants terminate or enter into discussions with any Person relating to construction of or plans to construct a pipeline that

will deliver light petroleum products into Utah or Western Colorado, Defendants shall, at the same time they terminate or enter into such discussions: (1) provide a copy of this Final Consent Judgment to such Person; and (2) notify all Persons who have expressed to Defendants an interest in acquiring the Phillips Woods Cross Assets that they have terminated or entered into such discussions.

50. Until the Effective Date of Divestiture of the Phillips Woods Cross Assets, Defendants shall take such actions as are necessary to maintain the viability and marketability of the Phillips Woods Cross Assets and to prevent the destruction, removal, wasting, deterioration, or impairment of the Phillips Woods Cross 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, and renewing or extending any base leases or ground leases that expire or terminate prior to the Effective Date of Divestiture of the Phillips Woods Cross Assets. Until the assignments of the Phillips Woods Cross Supply Agreements provided by this Final Consent Judgment occur, Defendants shall not attempt in any way to encourage any Phillips Branded Seller to terminate, and shall not terminate (except for reasons set out in § 2802(c) of the Petroleum Marketing Practices Act, 15 U.S.C. § 2802(c)) or intentionally interfere with compliance with any Phillips Woods Cross Supply Agreement, and Defendants shall continue in effect all programs and other business practices aimed at maintaining existing relationships with parties to any Phillips Woods Cross Supply Agreement and shall otherwise seek to preserve such relationships as diligently as was done prior to the time Defendants executed the FTC Consent Agreement.

51. In the event that Defendants are unable to satisfy all conditions necessary to divest any intangible asset, Defendants shall:

- A. 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
- B. with respect to other intangible assets (including patents and contractual rights), substitute equivalent assets or arrangements, subject to the prior approval of the States. A substituted asset or arrangement will not be deemed equivalent unless it enables the Woods Cross refinery to perform the same function at the same or less cost.

52. In the event that Defendants are unable to divest the Phillips interest in the Boise or Burley terminals solely due to the failure of any co-owner to waive its preferential rights should those rights exist (and only after Defendants have used best efforts to obtain such waiver), Defendants shall enter into a substitute equivalent arrangement or agreement, subject to the prior approval of the States, such as a throughput arrangement, a lease agreement, or any other arrangement to enable the acquirer of the Phillips Woods Cross Assets to obtain the same commercial benefit it would have obtained if it had purchased Phillips' interest in the Boise or Burley terminals. A substituted arrangement or agreement will not be deemed equivalent unless it enables the Woods Cross refinery to perform the same function at the same or less cost and unless it provides supply of refined petroleum products and Terminaling at the same or less cost than Phillips' cost.

53. For any obligation of Defendants pursuant to this Section IV that is at the option of the acquirer, Defendants need not fulfill such obligation only if the following two conditions are

satisfied: (1) the acquirer exercises its option not to have Defendants fulfill the obligation; and (2) the States approve the divestiture without the fulfillment of that obligation.

54. The purpose of this Section IV is to ensure that the Phillips Woods Cross Assets remain in the market and to remedy the lessening of competition in the refining, terminaling and bulk supply of Motor Fuels and other petroleum products resulting from the proposed Merger as alleged in the States' Complaint. A further purpose of this Section IV is to ensure that the acquirer of the Phillips Woods Cross Assets has the same capabilities and incentives as did Phillips prior to the Merger to expand and develop alternative sources of Motor Fuels and other light petroleum products for markets as alleged in the States' Complaint, and is able to take control of the assets and, with minimal additional investment, compete as aggressively as did Phillips prior to the Merger.

V. DIVESTITURE OF COLORADO ASSETS

55. Defendants shall divest the Colorado Assets to a single acquirer that receives the prior approval of the States and only in a manner that receives the prior approval of the States, absolutely and in good faith and at no minimum price, within twelve (12) months from the date Defendants executed the FTC Consent Agreement.

56. Defendants shall, upon the Effective Date of Divestiture of the Colorado Assets, assign to the acquirer of the Colorado Assets all Phillips Colorado Supply Agreements.

57. Defendants shall provide the acquirer of the Colorado Assets (and shall enter into an agreement with the acquirer of the Colorado Assets, to be effective upon the Effective Date of Divestiture of the Colorado Assets, which shall be subject to the prior approval of the States, that includes terms that provide for) the following:

A. for a period of ten (10) years from the Effective Date of Divestiture of the Colorado Assets, at no payment by the acquirer to the Defendants:

1. in connection with the sale of Motor Fuels, the exclusive right to use in Colorado all brand names that are (i) owned by or licensed to Phillips, and (ii) used by Phillips or Phillips Branded Sellers in Colorado as of the date Defendants executed the FTC Consent Agreement, including the exclusive rights to use Phillips' identification signs, trademarks, and other trade indicia, and the non-exclusive right to accept and process Phillips credit cards in connection with such sales of Phillips Branded Fuels;
2. in connection with the sale of Ancillary Products, the exclusive right to use all brand names that are (i) owned by or licensed to Phillips, and (ii) used by Phillips or Phillips Branded Sellers in Colorado as of the date Defendants executed the FTC Consent Agreement, at all Gasoline Outlets owned or operated by the acquirer in Colorado; and the non-exclusive right to use all brand names that are (1) owned by or licensed to Phillips, and (2) used by Phillips or Phillips Branded Sellers in Colorado as of the date Defendants executed the FTC Consent Agreement, in connection with the sale of Ancillary Products elsewhere in Colorado;

Provided, however, that Defendants shall not otherwise interfere with the acquirer's right to sell Aviation Fuels under any brand name owned by or licensed to a Person

other than Defendants or under no brand; and provided further that the rights granted under this Final Consent Judgment shall include any modifications, upgrades, improvements, or changes to a brand name, identification sign, trademark, or other trade indicia made by Defendants after the Merger for use in other states, except in circumstances in which a brand name, identification sign, trademark, or other trade indicia, includes the name "Conoco" or uses any brand name, identification sign, trademark, or other trade indicia used by Conoco or Conoco Branded Sellers as of the date Defendants executed the FTC Consent Agreement.

- B. at the end of the ninth year after the Effective Date of Divestiture of the Colorado Assets, Defendants shall offer to meet with the acquirer to discuss a renewal of the agreement;
- C. Phillips' proprietary branded and other non-proprietary credit card services, additive, and such brand support as the acquirer may choose to purchase at Phillips' costs in connection with the provision of credit card services, additive, and brand support; and
- D. Ancillary Products acquired from Defendants for resale in Colorado at commercial, arms'-length terms no less favorable than those given by Defendants to other wholesale purchasers who buy Ancillary Products of like quantity, grade, and quality from Defendants, but permitting differences in price that arise from Defendants' differences in manufacturing, purchasing, shipping or storage costs, if any.

58. Defendants may include in the agreement with the acquirer of the Colorado Assets a requirement that the acquirer:

- A. take commercially reasonable steps to protect the integrity of any trademark, tradename or logo licensed to the acquirer of the Colorado Assets pursuant to this Final Consent Judgment; and
- B. comply with all standards and requirements relating to the display and presentation of trademarks, tradenames, or logos licensed to the acquirer of the Colorado Assets pursuant to this Final Consent Judgment if such standards or requirements are also imposed on Defendants' sellers of Phillips Branded Fuels in other geographies.

59. Defendants shall divest the Colorado Assets, assign all Phillips Colorado Supply Agreements, and enter into the agreements as required by Paragraphs 55 through 57 only to a single acquirer that receives the prior approval of the States and only in a manner that receives the prior approval of the States; provided, however, that, with respect to assets that are to be divested or agreements entered into pursuant to this Section at the acquirer's option, Defendants need not divest such assets or enter into such agreements if the acquirer chooses not to acquire such assets or enter into such agreements and the States approve the divestiture without such assets or agreements.

60. Defendants shall offer the acquirer of the Colorado Assets an indemnity, subject to the prior approval of the States and to be effective upon the Effective Date of Divestiture of the Colorado 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 Colorado Assets that are divested or assigned pursuant to this Final Consent Judgment. Notwithstanding the provisions of this Final Consent Judgment, in the event that the

acquirer of the Phillips Colorado Retail Assets ceases using any Phillips brand in Colorado pursuant to the agreement conveying the right to use that Phillips brand described in this Final Consent Judgment, Defendants shall have the right to use that Phillips brand in Colorado beginning two (2) years after the acquirer of the Colorado Assets ceases to use that Phillips brand in Colorado.

61. Defendants shall, at the acquirer's option and subject to the prior approval of the States, establish and divest to the acquirer a pipeline connection to an existing Phillips line to provide access to Denver International Airport at a capacity equal to or greater than the capacity Conoco had to Denver International Airport, and Defendants shall enter into a connection agreement relating to the Phillips line with or assignable to the acquirer at terms consistent with standard industry practices.

62. Defendants shall, at the acquirer's option and subject to the prior approval of the States, assign the asphalt supply agreement for the Conoco Denver Refinery Assets between Conoco and K.C. Asphalt, LLC, to the acquirer.

63. Defendants shall, at the acquirer's option and subject to the prior approval of the States, enter into a substitute agreement or arrangement with the acquirer that provides at least an equivalent commercial benefit to that which Conoco receives from the portion of the Jupiter Joint Venture relating to the Conoco Denver Refinery Assets.

64. Until the Effective Date of Divestiture of the Colorado Assets, Defendants shall take such actions as are necessary to maintain the viability and marketability of the Colorado Assets and to prevent the destruction, removal, wasting, deterioration, or impairment of the Colorado 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, and renewing or extending any base leases or ground leases that expire or terminate prior to the Effective Date of Divestiture of the Colorado Assets. Until the assignments of Phillips Colorado Supply Agreements provided by Paragraph 59 occur, Defendants shall not attempt in any way to encourage any Phillips Branded Seller to terminate, and Defendants shall not terminate (except for reasons set out in § 2802(c) of the Petroleum Marketing Practices Act, 15 U.S.C. § 2802(c)) or intentionally interfere with the compliance with a Phillips Existing Supply Agreement with respect to a Gasoline Outlet in Colorado, and Defendants shall continue in effect all programs and other business practices aimed at maintaining existing relationships with parties to any Phillips Colorado Supply Agreement and shall otherwise seek to preserve such relationships as diligently as was done prior to the time Defendants executed the FTC Consent Agreement.

65. In the event that Defendants are unable to satisfy all conditions necessary to divest any intangible asset, Defendants shall:

- A. 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
- B. with respect to other intangible assets (including patents and contractual rights), substitute equivalent assets or arrangements, subject to the prior approval of the States. A substituted asset or arrangement will not be deemed equivalent unless it enables the Colorado Assets to perform the same function at the same or less cost.

66. For any obligation of Defendants pursuant to this Paragraph that is at the option of the acquirer, Defendants need not fulfill such obligation only if the following two conditions are satisfied:

- A. the acquirer exercises its option not to have Defendants fulfill the obligation; and
- B. the States approve the divestiture without the fulfillment of that obligation.

67. The purpose of this Section V is to ensure the continued use of the Conoco Denver Refinery Assets in the same business in which the Conoco Denver Refinery Assets were engaged at the time of the announcement of the Merger and to remedy the lessening of competition in the refining and bulk supply of Motor Fuels and other petroleum products resulting from the proposed Merger as alleged in the States' Complaint.

VI. DIVESTITURE OF SPOKANE TERMINAL

68. Defendants shall divest the Phillips Spokane Terminal absolutely and in good faith and at no minimum price, within nine (9) months from the date Defendants executed the FTC Consent Agreement.

69. Defendants shall divest the Phillips Spokane Terminal to an acquirer that receives the prior approval of the States and only in a manner that receives the prior approval of the States.

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

71. Defendants shall offer the acquirer of the Phillips Spokane Terminal an indemnity, subject to the prior approval of the States and to be effective upon the Effective Date of Divestiture of the

Phillips Spokane Terminal, 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 Phillips Spokane Terminal that are divested or assigned pursuant to this Paragraph.

72. In the event that Defendants are unable to satisfy all conditions necessary to divest any intangible asset, Defendants shall:

- A. 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
- B. with respect to other intangible assets (including patents and contractual rights), substitute equivalent assets or arrangements, subject to the prior approval of the States. A substituted asset or arrangement will not be deemed to be equivalent unless it enables the terminal to perform the same function at the same or less cost.

73. The purpose of this Section VI is to ensure the continued use of the Phillips Spokane Terminal in the same business in which it was engaged at the time of the announcement of the proposed Merger, and to remedy the lessening of competition in the Terminaling of Motor Fuels and other petroleum products resulting from the proposed Merger, as alleged in the States' Complaint.

VII. NOTICE OF REACQUISITION

74. For a period of ten (10) years from the date this Final Consent Judgment becomes final, Defendants shall not, without thirty (30) days prior written notification to the States, directly or

indirectly, through subsidiaries, partnerships or otherwise acquire any ownership, leasehold or other interest, controlling or otherwise, in the Assets To Be Divested under Sections IV through VI after their divestiture pursuant to this Final Consent Judgment.

VIII. DIVESTITURE TRUSTEE

75. As this Section VIII relates or may relate to the divestiture of assets under Section IV above, the term “States” means only Utah and Idaho. As this Section VIII relates or may relate to the divestiture of assets under Section V above, the term “States” means only Colorado. As this Section VIII relates or may relate to the divestiture of the Spokane Terminal under Section VI above, the term “States” means only Washington, Oregon, and Idaho.

76. If Defendants fail to complete one or more of the divestitures required by Sections IV through VI of this Final Consent Judgment within the time period specified therein, the States may request the Court to appoint one or more trustees to divest the Assets To Be Divested that have not been divested to an acquirer or acquirers approved by the States in a manner approved by the States (the “Divestiture Trustee”). The Divestiture Trustee will have the authority and responsibility to divest the Assets To Be Divested absolutely and in good faith and at no minimum price, and with the States’ prior approval. Neither the decision of the States to request appointment of a trustee, nor the decision of the States not to request appointment of a Divestiture Trustee to divest any of the assets under this Section VIII, shall preclude the States from seeking civil penalties or any other relief available to them, including a Court-appointed Divestiture Trustee pursuant to any statute enforced by the States’ for any failure by the Defendants to comply with this Final Consent Judgment.

77. If a Divestiture Trustee is appointed by a Court pursuant to this Final Consent Judgment to divest the Assets To Be Divested, Defendants shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

- A. The States shall nominate the Divestiture Trustee(s), subject to the consent of Defendants, which consent shall not be unreasonably withheld. The Divestiture 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 nomination of any proposed Divestiture Trustee within ten (10) days after notice by the States to Defendants of the identity of any proposed Divestiture Trustee, Defendants shall be deemed to have consented to the nomination of the proposed Divestiture Trustee.
- B. Subject to the prior approval of the States, the Divestiture Trustee shall have the exclusive power and authority to divest the Assets To Be Divested.
- C. Within ten (10) days after appointment of the Divestiture Trustee by the Court, Defendants shall execute a trust agreement that, subject to the prior approval of the States transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the divestitures required by this Final Consent Judgment.
- D. The Divestiture Trustee shall have twelve (12) months from the date the States approve the trust agreement described in Paragraph 77.A. through 77.C. to accomplish the divestiture, which shall be subject to the prior approval of the States. If, however, at the end of the twelve-month period, the Divestiture 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 Court; provided however, the Court may extend this period only two (2) times.

- E. The Divestiture 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 Divestiture Trustee may request. Defendants shall develop such financial or other information as such Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Defendants shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture.
- F. The Divestiture 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 State, 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 set out in Sections IV through VI of this Final Consent Judgment, as applicable; provided, however, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity, the Divestiture Trustee shall divest to the acquiring entity or entities selected by Defendants from among those approved by the States.
- G. The Divestiture 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 Court may set. The Divestiture 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 Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the States and the Court of the account of the Divestiture Trustee, including fees for his or her services, all remaining monies shall be paid at the direction of the Defendants, and the Divestiture Trustee's power shall be terminated. The Divestiture Trustee's compensation shall be based at least in significant part on a commission arrangement contingent on the Divestiture Trustee's divesting the Assets To Be Divested.

H. Defendants shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture 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 Divestiture Trustee.

78. If the Divestiture Trustee ceases to act or fails to act diligently, a substitute Divestiture Trustee shall be appointed in the same manner as provided in Paragraph 76 of this Final Consent Judgment.

79. The States or the Court may, on their own initiative, or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestitures required by this Final Consent Judgment.

80. The Divestiture Trustee shall have no obligation or authority to operate or maintain the Assets To Be Divested.

81. The Divestiture Trustee shall report in writing to Defendants and the States every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestitures.

82. Defendants may require the Divestiture Trustee to sign a customary confidentiality agreement; provided, however, such agreement shall not restrict the Divestiture Trustee from providing any information to the States.

IX. COMPLIANCE REPORTS

83. Within sixty (60) days from the date this Final Consent Judgment becomes final and every sixty (60) days thereafter until Defendants have fully complied with the provisions of Sections IV through VI of this Final Consent Judgment, Defendants shall submit to the States a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with Sections IV through VI of this Final Consent Judgment. 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 Sections IV through VI, 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.

84. One (1) year from the date this Final Consent Judgment becomes final, annually for the next nine (9) years on the anniversary of the date this Final Consent Judgment becomes final, and at other times as the States may require, Defendants shall file a verified written report with the States setting forth in detail the manner and form in which they have complied and are complying with each provision of this Final Consent Judgment.

85. Notwithstanding Paragraphs 83 and 84, to comply with the provisions of this Section IX, the Defendants may, on the same dates as required under the FTC Decision and Order, submit the portions of their compliance reports required under Paragraph XI of the FTC Decision and Order that relate to Defendants' compliance with Paragraphs II, III and V of the FTC Decision and Order.

X. CORPORATE STRUCTURE CHANGE

86. Defendants shall notify the States at least thirty (30) days prior to any proposed change in the corporate Defendants, such as bankruptcy, liquidation, dissolution, assignment, merger or sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or any other change in the corporation that may affect compliance obligations arising out of this Final Consent Judgment.

XI. COMPLIANCE INSPECTION

87. For the purpose of determining or securing compliance with this Final Consent Judgment, and subject to any legally recognized privilege, and upon written request with reasonable notice to Defendants, Defendants shall permit any duly authorized representative of the States:

- A. Access, during office hours of Defendants and in the presence of counsel, to all facilities, and access to inspect and copy all books, ledgers, accounts, correspondence,

memoranda and all other records and documents in the possession or under the control of each Defendant relating to any matters contained in this Final Consent Judgment; and

- B. Upon five (5) 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.

XII. PRESERVATION OF ASSETS

88. Defendants shall comply with those terms of the Hold Separate Order, attached hereto as Exhibit 4 and by this reference incorporated herein for all purposes, that apply to the Colorado Assets, Phillips Woods Cross Assets and the Phillips Spokane Terminal as herein defined.

Plaintiff States may enforce the terms of the Hold Separate Order that apply to the Colorado Assets, Phillips Woods Cross Assets and the Phillips Spokane Terminal.

89. Pending the divestiture of the Assets To Be Divested, Defendants shall take all actions as are reasonably necessary to maintain the viability, marketability, and competitiveness of the Assets To Be Divested, and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the Assets To Be Divested except for ordinary wear and tear, and in accordance with the terms of the Hold Separate Order.

XIII. ATTORNEYS FEES AND INVESTIGATIVE COSTS

90. Within ten (10) business days of the entry of this Final Consent Judgment, Defendants shall pay the sum of \$ 273,555.00 to the Office of the Oregon Attorney General for the payment of investigative costs and attorneys' fees for Colorado, Idaho, Oregon, Washington, and Utah.

Once such payments are made, the Oregon Attorney General shall be solely responsible for disbursing the funds to the States. Unless otherwise instructed by the Office of the Oregon Attorney General, Defendants shall render the payment required under this Paragraph 90 payable to the Oregon Department of Justice; Attn: Michelle M. Teed; 1162 Court St. NE; Salem, Oregon, 97301.

- A. Colorado's portion of the fees and costs award shall be used first for reimbursement of Colorado's actual costs and attorney fees, and second, to be held in trust by the Colorado Attorney General, along with interest thereon, for future consumer education, and consumer fraud and/or antitrust enforcement efforts.
- B. Idaho's portion of the fees and costs award shall be deposited pursuant to Idaho Code § 48-114 for use in accordance with that section.
- C. Oregon's portion of the fees and costs award shall be deposited into the Oregon Attorney General Consumer Protection and Education Account and shall be used in accordance with the terms of ORS 180.095.
- D. Utah's portion of the fees and costs award shall be deposited pursuant to UCA 76-10-922 into the Attorney General Litigation Fund for use in accordance with the provisions of that Section
- E. Washington's portion of the fees and costs award shall be deposited into the Washington Attorney General Antitrust Revolving Fund.

91. Defendants shall pay to the States collectively, up to \$ 80,000.00, for investigative costs and attorneys' fees for time and expenses incurred by the States after the entry of this Final Consent Judgment to ensure compliance with the terms contained herein. Defendants shall make prompt

payment within ten (10) business days after the States have submitted one final bill for fees and costs reimbursement. Such payment shall be made to the Office of the Oregon Attorney General for the payment of investigative costs and attorneys' fees for Colorado, Idaho, Oregon, Washington, and Utah, and shall be treated in the same manner by those states as the amount paid under Paragraph 90. Once such payment has been made by the Defendants, the Oregon Attorney General shall be solely responsible for disbursing the funds to the States.

XIV. STATE-FEDERAL CONSULTATION

92. The States will consult with each other and with the Commission on all decisions relating to the divestiture of assets under this Final Consent Judgment and the FTC Consent Agreement and will exercise best efforts to resolve any inconsistent enforcement positions among the agencies relating to such divestiture and the implementation of the FTC Consent Agreement.

XV. MISCELLANEOUS

93. When final, this Final Consent Judgment shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time provided by federal rules for other Decrees and Judgments. Defendants may be liable for civil penalties in the amount provided by law for each violation of this Final Consent Judgment.

94. By signing this Final Consent Judgment, Defendants represent and warrant that all parents, subsidiaries, affiliates, and successors necessary to effectuate the full relief contemplated by this Final Consent Judgment are parties to the Final Consent Judgment and are bound thereby as if they had signed this Final Consent Judgment and were made parties to this proceeding and to the Final Consent Judgment.

XVI. NOTICE

95. Except as otherwise specified, all notices required by this Final Consent Judgment shall be given to every State that has a connection or nexus to the asset or action at issue, and shall be delivered to the parties at the following addresses:

A. For Defendants:

1. For ConocoPhillips: ConocoPhillips; Office of the General Counsel; 600 North Dairy Ashford; Houston, Texas 77079-1175, Attn: R.A. Harrington, Esq.

B. For Plaintiff States as follows:

1. Colorado: Maria Berkenkotter, First Assistant Attorney General; Office of the Colorado Attorney General; 1525 Sherman Street, 5th Floor; Denver, Colorado 80203.
2. Idaho: Brett DeLange, Deputy Attorney General; Office of the Idaho Attorney General; 650 West State Street, Lower Level; Boise, Idaho 83720-0010.
3. Oregon: Andrew Aubertine, Assistant Attorney General, Oregon Department of Justice; 1162 Court Street NE; Salem, Oregon 97310.
4. Utah: Ronald Ockey, Assistant Attorney General; Office of the Utah Attorney General; 160 E 300 South, Fifth Floor; P.O. Box 140872; Salt Lake City, Utah 84114-0872.
5. Washington: Don Irby, Assistant Attorney General, Office of the Washington Attorney General; 900 Fourth Avenue, Ste. 2000; Seattle, Washington 98164-1012.

XVII. EFFECTIVE DATE AND TERMINATION

96. This Final Consent Judgment shall become effective on the date of its entry by the Court.
This Final Consent Judgment will expire and terminate ten (10) years from the date of its entry.

XVIII. RETENTION OF JURISDICTION

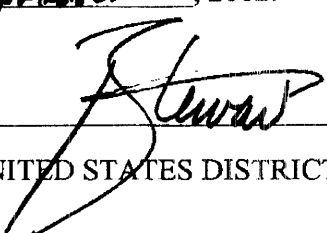
97. The Court shall retain jurisdiction over the parties for the purpose of enabling any of the parties to this Final Consent Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction, implementation, enforcement, or modification of any of the provisions in this Final Consent Judgment, and for the resolution of any violations of this Final Consent Judgment.

XIX. PUBLIC INTEREST

98. This proceeding and prompt entry of this Final Consent Judgment is in the public interest.
All orders and relief not expressly granted herein are denied.

IT IS HEREBY ORDERED AND ADJUDGED:

DATED this 10th day of September, 2002.



UNITED STATES DISTRICT JUDGE

Stipulated and Agreed to:

MARK L. SHURTLEFF
Attorney General of the State of Utah

BY: 

Ronald J. Ockey, USB #2441
Assistant Attorney General
160 East 300 South, Fifth Floor
P.O. Box 140872
Salt Lake City, Utah 84114-0872
Phone: 801-366-0359
Fax: 801-366-0315
Email: rockey@utah.gov
Attorney for Plaintiff, State of Utah and
Designated Local Counsel for Plaintiff States of Colorado,
Idaho, Oregon and Washington.

FOR THE STATE OF COLORADO

KEN SALAZAR

Attorney General of the State of Colorado

BY:


Devin M. Laiho, CSB #32272

Assistant Attorney General

Maria E. Berkenkotter, CSB #16781

First Assistant Attorney General

Attorney for State of Colorado

1525 Sherman Street, 5th Floor

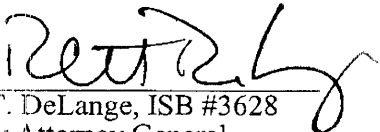
Denver, Colorado 80203

Phone: 303-866-5079

Appearing *pro hac vice*

FOR THE STATE OF IDAHO

ALAN LANCE
Attorney General of the State of Idaho

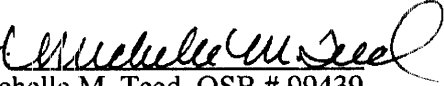
BY: 
Brett T. DeLange, ISB #3628
Deputy Attorney General
Attorney for State of Idaho
650 West State Street, Lower Level
Boise, Idaho 83720-0010
Phone: 208-334-4114

Appearing *pro hac vice*

FOR THE STATE OF OREGON

HARDY MYERS

Attorney General of the State of Oregon

BY 

Michelle M. Teed, OSB # 99439

Assistant Attorney General

Oregon Department of Justice

1162 Court Street, NE

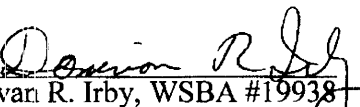
Salem, Oregon 97310

Phone: 503-378-4732

Appearing *pro hac vice*

FOR THE STATE OF WASHINGTON

CHRISTINE O. GREGOIRE,
Attorney General of the State of Washington

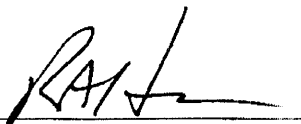
BY: 
Donivan R. Irby, WSBA #19938
Assistant Attorney General, Antitrust Division
Attorney for the State of Washington
900 Fourth Avenue, Ste. 2000
Seattle, Washington 98164-1012
Phone: 206-464-7589

Appearing *pro hac vice*

Stipulated and Agreed to:

BY CONOCO INC.

By:



R. A. Harrington
Senior Vice President, Legal,
and General Counsel

Conoco Inc.
600 North Dairy Ashford
Houston, Texas 77079-1175
Tel: (281) 293-1000

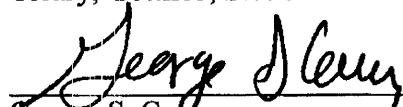
Dated August 30, 2002

FINAL CONSENT JUDGMENT

Stipulated and Agreed to:

FOR CONOCO INC.

Cleary, Gottlieb, Steen & Hamilton




George S. Cary, DC No. 285411
Cleary, Gottlieb, Steen & Hamilton
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
Tel: (202) 974-1500
Fax: (202) 974-1999

Counsel for Conoco Inc.

Dated August 30, 2002

Stipulated and agreed to

FOR PHILLIPS PETROLEUM COMPANY

By: 

D. Bryan Whitworth
Executive Vice President/
General Counsel &
Chief Administrative Officer

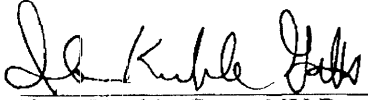
Phillips Petroleum Company
18 Phillips Building
Fourth & Keeler
Bartlesville, Oklahoma 74004

Dated August 30, 2002

STIPULATED AND AGREED TO:

FOR PHILLIPS PETROLEUM COMPANY

Wachtell, Lipton, Rosen & Katz



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Dated August 19, 2002

EXHIBIT 1
ASSETS EXCLUDED FROM THE DEFINITION OF CONOCO DENVER REFINERY
ASSETS

EXHIBIT 1

The following assets are not included in the definition of "Conoco Denver Refinery Assets."

1. cash and cash equivalents;
2. any insurance policies or insurance coverage, except as otherwise agreed between Respondents and the Commission-approved acquirer;
3. all refunds, rebates or similar payments of taxes to the extent such taxes were paid by or on behalf of Conoco prior to the Effective Date of Divestiture of the Colorado Assets;
4. Conoco's interests in the following crude oil pipelines: Glacier Pipeline, Big Horn Pipeline, Beartooth Pipeline and Little Missouri Pipeline;
5. Conoco's interests in crude oil storage tanks located at Guernsey, WY, which, subject to the prior approval of the Commission, the acquirer approved by the Commission chooses not to acquire, consistent with the requirements on Paragraph I.Q.1.j.;
6. Conoco's interests in the following refined products pipelines (and product terminals along these systems): Seminole Pipeline, Pioneer Pipeline, Yellowstone Pipeline and Cheyenne/North Platte Pipeline;
7. Conoco's terminal located in Grand Junction, CO and all facilities and assets related to its operation;
8. any rail cars owned or used by Respondents;
9. Conoco's Retail Assets in Colorado and all associated proprietary trademarks, trade names, logos, trade dress, identification signs, additized product inventory and petroleum supply, and any tangible or intangible assets relating solely to the marketing, distribution, or sale of Conoco Branded Fuels;
10. Conoco Existing Supply Agreements;
11. all rights of Conoco to receive product pursuant to any existing exchange agreement (even if the acquirer of the Colorado Assets assumes Conoco's obligations to supply product from the Denver refinery to a third party under any such agreement);
12. Conoco's interests in Sentinel Transportation, a joint venture between Conoco and DuPont that provides truck transportation for crude oil and delivery of refined products to Conoco direct-served outlets;
13. any system-wide software, databases, operations centers, know-how, patents, or, intellectual property rights that are not unique to the Conoco Denver Refinery (except to the extent that patents, know-how, or intellectual property are required by this Order to be licensed on a non-exclusive basis);
14. Conoco/Flying J ("CFJ"), a Conoco joint venture with Flying J Inc., including CFJ's Gasoline Outlets and/or truck stops, and the right to supply refined product to CFJ;

15. Conoco's proprietary trade names and trademarks;
16. Conoco's interest in Onvance LP;
17. accounts receivable or exchange balances owed to or by Respondents by reason of deliveries made by or to Respondents or on account of the Conoco Denver Refinery Assets prior to the Effective Date of Divestiture of the Conoco Denver Refinery Assets;
18. personnel, employment and other records of Respondents as to their former employees, other than those records necessary for continuing operations;
19. any claims or other rights to receive monies arising prior to or after the Effective Date of Divestiture of the Conoco Denver Refinery Assets that Respondents have or may have that are attributable to its ownership of the Conoco Denver Refinery Assets prior to the Effective Date of Divestiture of the Conoco Denver Refinery Assets;
20. company-wide contracts for goods and services received (except to the extent that any portion of any contract relating to the Conoco Denver Refinery Assets can be assigned to the Commission-approved acquirer);
21. any litigation or rights to make claims against third parties arising prior to or after the Effective Date of Divestiture of the Conoco Denver Refinery Assets that Respondents have or may have which are attributable to its ownership of the Conoco Denver Refinery Assets prior to the Effective Date of Divestiture of the Conoco Denver Refinery Assets;
22. any property owned by third parties located at or used by the Conoco Denver Refinery Assets;
23. Conoco's 6" crude transfer pipeline from the Guernsey crude tank farm to the Platte crude tank farm, from which crude is originated onto the segment of the Platte crude oil pipeline that runs from Guernsey, Wyoming to Wood River, Illinois; and
24. Conoco's 4" crude transfer pipeline from the Guernsey crude tank farm to third party crude oil storage in Ft. Laramie, Wyoming.

EXHIBIT 2

ASSETS EXCLUDED FROM THE DEFINITION OF PHILLIPS SPOKANE TERMINAL

EXHIBIT 2

The following assets are not included in the definition of "Phillips Spokane Terminal."

1. cash, cash equivalents, deposits and bank accounts;
2. Phillips' proprietary trade names, trademarks and identification signs;
3. accounts receivable or exchange balances owed to or by Respondents by reason of deliveries made by or to Respondents prior to the Effective Date of Divestiture of Phillips Spokane Terminal;
4. personnel, employment and other records of Respondents as to their former employees, other than those records necessary for continuing operations;
5. any claims or other rights to receive monies arising prior to or after the Effective Date of Divestiture of Phillips Spokane Terminal that Respondents have or may have that are attributable to their ownership of the Phillips Spokane Terminal prior to the Effective Date of Divestiture of Phillips Spokane Terminal;
6. all insurance policies or insurance coverage, except as otherwise agreed between Respondents and the Commission-approved acquirer;
7. any books and records located at the Phillips Spokane Terminal that Respondents are required by law to retain, provided that Respondents deliver to the acquirer at least one copy thereof;
8. all refunds, rebates or similar payments of taxes to the extent such taxes were paid by or on behalf of Respondents prior to the Effective Date of Divestiture of the Phillips Spokane Terminal;
9. any rail cars owned, leased or used by Respondents;
10. any system-wide software, databases, operations centers, know-how, patents, or intellectual property rights that are not unique to the Phillips Spokane Terminal (except to the extent that patents, know-how, or intellectual property are required by this Order to be licensed on a non-exclusive basis);
11. company-wide contracts for goods and services received (except to the extent that any portion of any contract relating to the Phillips Spokane Terminal can be assigned to the Commission-approved acquirer);
12. any litigation or rights to make claims against third parties arising prior to or after the Effective Date of Divestiture of Phillips Spokane Terminal that Respondents have or may have which are attributable to their ownership of the Phillips Spokane Terminal prior to the Effective Date of Divestiture of Phillips Spokane Terminal; and
13. any property owned by third parties located at or used by the Phillips Spokane Terminal.

EXHIBIT 3

**ASSETS EXCLUDED FROM THE DEFINITION OF
PHILLIPS WOODS CROSS REFINERY ASSETS**

EXHIBIT 3

The following assets are not included in the definition of "Phillips Woods Cross Refinery Assets."

1. cash, cash equivalents, deposits and bank accounts;
2. Phillips' proprietary trade names and trademarks, except as required to be licensed pursuant to this Order;
3. accounts receivable or exchange balances owed to or by Respondents by reason of deliveries made by or to Respondents or on account of the Phillips Woods Cross Refinery Assets prior to the Effective Date of Divestiture of the Phillips Woods Cross Refinery Assets;
4. personnel, employment and other records of Respondents as to their former employees, other than those records necessary for continuing operations;
5. any claims or other rights to receive monies arising prior to or after the Effective Date of Divestiture of the Phillips Woods Cross Refinery Assets that Respondents have or may have that are attributable to its ownership of the Phillips Woods Cross Refinery Assets prior to the Effective Date of Divestiture of the Phillips Woods Cross Refinery Assets;
6. any insurance policies or insurance coverage except as otherwise agreed between Respondents and the Commission-approved acquirer;
7. all refunds, rebates or similar payments of taxes to the extent such taxes were paid by or on behalf of Respondents prior to the Effective Date of Divestiture of the Phillips Woods Cross Refinery Assets;
8. any rail cars owned, leased or used by Respondents;
9. any system-wide software, databases, operations centers, know-how, patents, or intellectual property rights that are not unique to the Phillips Woods Cross Refinery Assets (except to the extent that patents, know-how, or intellectual property are required by this Order to be licensed on a non-exclusive basis);
10. company-wide contracts for goods and services received (except to the extent that any portion of any contract relating to the Phillips Woods Cross Refinery Assets can be assigned to the Commission-approved acquirer);
11. any litigation or rights to make claims against third parties arising prior to or after the Effective Date of Divestiture of the Phillips Woods Cross Refinery Assets that Respondents have or may have which are attributable to its ownership of the Phillips Woods Cross Refinery Assets prior to the Effective Date of Divestiture of the Phillips Woods Cross Refinery Assets; and
12. any property owned by third parties located at or used by the Phillips Woods Cross Refinery Assets.

EXHIBIT 4

ORDER TO HOLD SEPARATE AND MAINTAIN ASSETS

**Attachments C and D To This Order Contain Non-Public Information
And Are On File With The Federal Trade Commission**

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

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

In the Matter of)
)
Conoco Inc.,)
a corporation,)
)
and)
)
Phillips Petroleum Company,)
a corporation.)

DOCKET NO.

ORDER TO HOLD SEPARATE AND MAINTAIN ASSETS

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed merger involving Respondents, Conoco Inc. ("Conoco") and Phillips Petroleum Company ("Phillips"), and Respondents having been furnished thereafter with a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and that, if issued by the Commission, would charge Respondents with violations of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, and Section 7 of the Clayton Act, as amended, 15 U.S.C. §18; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondents have violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having determined to accept the executed Consent Agreement and to place such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby issues

its Complaint, makes the following jurisdictional findings and issues this Order to Hold Separate and Maintain Assets (“Hold Separate Order”):

1. Respondent Conoco Inc. 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 600 North Dairy Ashford, Houston, TX 77079.
2. Respondent Phillips Petroleum Company 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 411 South Keeler, Bartlesville, OK 74004.
3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of Respondents, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Hold Separate Order, the following definitions and provisions shall apply:

- A. Unless otherwise defined herein, any capitalized term in this Hold Separate Order shall have the same meaning as in the Decision and Order.
- B. “Decision and Order” means the Decision and Order contained in the Agreement Containing Consent Orders executed by Respondents in this matter.
- C. “Held Separate Business” means
 1. Phillips Woods Cross Assets, as defined in the Decision and Order;
 2. Colorado Assets, as defined in the Decision and Order;
 3. Phillips Spokane Terminal, as defined in the Decision and Order;
 4. Propane Marketing Operations; and
 5. All personnel of Respondents listed on Confidential Attachment D.
- D. “Hold Separate Period” means the time period during which the Hold Separate Order is in effect, which shall begin no later than ten (10) days after the date the Hold Separate Order becomes final and terminates pursuant to Paragraph VI. hereof.
- E. “Material Confidential Information” means competitively sensitive or proprietary information not independently known to an entity from sources other than the entity to which the information pertains, and includes, but is not limited to, all customer lists, price lists, marketing methods, patents, technologies, processes, or other trade secrets. The Held Separate Business shall be considered an entity separate from ConocoPhillips (as defined in the Decision and Order) for this purpose.
- F. “Propane Marketing Operations” means the management and oversight responsibilities for marketing, pricing, and the supply of propane to customers

from the Propane Terminal Assets, effective as of the date Respondents executed the Consent Agreement.

II.

IT IS FURTHER ORDERED that:

- A. During the Hold Separate Period, Respondents shall hold the Held Separate Business separate, apart, and independent as required by this Hold Separate Order and shall vest the Held Separate Business with all rights, powers, and authority necessary to conduct its business; Respondents shall not exercise direction or control over, or influence directly or indirectly, the Held Separate Business or any of its operations, or the Hold Separate Trustee, except to the extent that Respondents must exercise direction and control over the Held Separate Business as is necessary to assure compliance with this Hold Separate Order, the Consent Agreement, and with all applicable laws, including, in consultation with the Hold Separate Trustee, continued oversight of the Held Separate Business' compliance with policies and standards concerning the safety, health, and environmental aspects of their operations and the integrity of their financial controls; and Respondents shall have the right to defend any legal claims, investigations or enforcement actions threatened or brought against any Held Separate Business.
- B. Until the Effective Date of Divestiture, Respondents shall take such actions as are necessary to maintain the viability and marketability of the (1) Held Separate Business (2) New Mexico Assets, (3) Texas Assets, and (4) Propane Business 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 proprietary trademarks, trade names, logos, trade dress, identification signs, franchise agreements, and renewing or extending any base leases or ground leases that expire or terminate prior to the Effective Date of Divestiture.
- C. The purpose of this Hold Separate Order is to: (1) preserve the Held Separate Business as a viable, competitive, and ongoing business independent of Respondents until the divestitures required by the Decision and Order are achieved; (2) assure that the purpose of the Decision and Order is achieved; (3) assure that no Material Confidential Information is exchanged between Respondents and the Held Separate Business, except in accordance with the provisions of this Hold Separate Order; (4) prevent interim harm to competition pending the relevant divestitures and other relief; and (5) help remedy any anticompetitive effects of the proposed Merger.
- D. Respondents shall hold the Held Separate Business separate, apart, and independent on the following terms and conditions:

1. A person, having received the prior approval of the Commission, shall serve as Hold Separate Trustee, pursuant to the Hold Separate Trustee Agreement executed by the Hold Separate Trustee and Respondents and attached as Confidential Attachment C ("HS Trustee Agreement").
 - a. The HS Trustee Agreement shall require that, no later than ten (10) days after this Hold Separate Order becomes final, Respondents transfer to the Hold Separate Trustee all rights, powers, and authorities necessary to permit the Hold Separate Trustee to perform his/her duties and responsibilities, pursuant to this Hold Separate Order and consistent with the purposes of the Decision and Order.
 - b. No later than ten (10) days after this Hold Separate Order becomes final, Respondents shall, pursuant to the HS Trustee Agreement, transfer to the Hold Separate Trustee all rights, powers, and authorities necessary to permit the Hold Separate Trustee to perform his/her duties and responsibilities, pursuant to this Hold Separate Order and consistent with the purposes of the Decision and Order.
 - c. The Hold Separate Trustee shall have the responsibility, consistent with the terms of this Hold Separate Order and the Decision and Order, for monitoring the organization of the Held Separate Business; for managing the Held Separate Business through the Manager; for maintaining the independence of the Held Separate Business; and for monitoring Respondents' compliance with their obligations pursuant to this Hold Separate Order and the Decision and Order.
 - d. The Hold Separate Trustee shall have full and complete access, subject to any legally recognized privilege of Respondents, to all personnel, books, records, documents and facilities of the Held Separate Business or to any other relevant information as the Hold Separate Trustee may reasonably request including, but not limited to, all documents and records kept by Respondents in the ordinary course of business that relate to the Held Separate Business. Respondents shall develop such financial or other information as the Hold Separate Trustee may request and shall cooperate with the Hold Separate Trustee. Respondents shall take no action to interfere with or impede the Hold Separate Trustee's ability to monitor Respondents' compliance with this Hold Separate Order and the Consent Agreement or otherwise to perform his/her duties

- and responsibilities consistent with the terms of this Hold Separate Order.
- e. The Hold Separate Trustee shall have the authority to employ, at the reasonable cost and expense of Respondents, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Hold Separate Trustee's duties and responsibilities.
 - f. The Commission may require the Hold Separate Trustee to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with performance of the Hold Separate Trustee's duties.
 - g. Respondents may require the Hold Separate Trustee to sign a confidentiality agreement prohibiting the disclosure of any Material Confidential Information gained as a result of his or her role as Hold Separate Trustee to anyone other than the Commission.
 - h. Thirty (30) days after the Hold Separate Order becomes final, and every thirty (30) days thereafter until the Hold Separate Order terminates, the Hold Separate Trustee shall report in writing to the Commission concerning the efforts to accomplish the purposes of this Hold Separate Order. Included within that report shall be the Hold Separate Trustee's assessment of the extent to which the businesses comprising the Held Separate Business are meeting (or exceeding) their projected goals as are reflected in operating plans, budgets, projections or any other regularly prepared financial statements.
 - i. If the Hold Separate Trustee ceases to act or fails to act diligently and consistent with the purposes of this Hold Separate Order, the Commission may appoint a substitute Hold Separate Trustee consistent with the terms of this Paragraph, subject to the consent of Respondents, which consent shall not be unreasonably withheld. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of the substitute Hold Separate Trustee within five (5) days after notice by the staff of the Commission to Respondents of the identity of any substitute Hold Separate Trustee, Respondents shall be deemed to have consented to the selection of the proposed substitute trustee. Respondents and the substitute Hold Separate Trustee shall execute a HS Trustee Agreement, subject to the approval of the Commission, consistent with this Paragraph.

2. No later than ten (10) days after this Hold Separate Order becomes final, Respondents shall enter into a management agreement with, and transfer all rights, powers, and authorities necessary to manage and maintain the Held Separate Business to an individual approved by the Commission (the "Manager").
 - a. In the event that the individual appointed as Manager ceases to act as Manager, then Respondents shall select a substitute Manager, subject to the approval of the Commission, and transfer to the substitute Manager all rights, powers and authorities necessary to permit the substitute Manager to perform his/her duties and responsibilities, pursuant to this Hold Separate Order.
 - b. The Manager shall report directly and exclusively to the Hold Separate Trustee and shall manage the Held Separate Business independently of the management of Respondents. The Manager shall not be involved, in any way, in the operations of the other businesses of Respondents during the term of this Hold Separate Order.
 - c. The Manager shall have no financial interests affected by Respondents' revenues, profits or profit margins, except that the Manager's compensation for managing the Held Separate Business may include economic incentives dependent on the financial performance of the Held Separate Business if there are also sufficient incentives for the Manager to operate the Held Separate Business at no less than current rates of operation (including, but not limited to, current rates of production and sales) and to achieve the objectives of this Hold Separate Order.
 - d. The Manager shall make no material changes in the present operation of the Held Separate Business except with the approval of the Hold Separate Trustee, in consultation with the Commission staff.
 - e. The Manager shall have the authority, with the approval of the Hold Separate Trustee, to remove employees and replace them with others of similar experience or skills. If any person ceases to act or fails to act diligently and consistent with the purposes of this Hold Separate Order, the Manager, in consultation with the Hold Separate Trustee, may request Respondents to, and Respondents shall, appoint a substitute person, which person the Manager shall have the right to approve.
 - f. In addition to those employees within the Held Separate Business, the Manager may employ such employees as are reasonably

- necessary to assist the Manager in managing the Held Separate Business, including, without limitation, pricing services personnel, employee relations personnel, legal services personnel, public relations personnel, supply personnel, earnings consolidation and analysis personnel, business performance personnel (balanced scorecard, expense, volume, shared services reporting), customer relations personnel, and marketing administration personnel.
- g. The Hold Separate Trustee shall be permitted, in consultation with the Commission staff, to remove the Manager for cause. Within fifteen (15) days after such removal of the Manager, Respondents shall appoint a replacement Manager, subject to the approval of the Commission, on the same terms and conditions as provided in Paragraph II.D.2 of this Hold Separate Order.
3. The Held Separate Business shall be staffed with sufficient employees to maintain the viability and competitiveness of the Held Separate Business. Employees of the Held Separate Business shall include, but not be limited to: (i) all personnel listed on Confidential Attachment D, and (ii) any persons transferred to the Held Separate Business by Respondents or hired from other sources. To the extent that any employees of the Held Separate Business leave or have left the Held Separate Business prior to the Effective Date of Divestiture, the Manager, with the approval of the Hold Separate Trustee, may replace departing or departed employees with persons who have similar experience and expertise or determine not to replace such departing or departed employees.
4. In connection with support services or products not included within the Held Separate Business, Respondents shall continue to provide, or offer to provide, the same support services to the Held Separate Business as are being provided to such business by Respondents as of the date the Consent Agreement is signed by Respondent. For services that Conoco or Phillips previously provided to the Held Separate Business, Respondents may charge the same fees, if any, charged by Respondents for such support services as of the date this Consent Agreement is signed by Respondents. For any other services or products that Respondents may provide the Held Separate Business, Respondents may charge no more than the same price they charge others for the same services or products. Respondents' personnel providing such services or products must retain and maintain all Material Confidential Information of the Held Separate Business on a confidential basis, and, except as is permitted by this Hold Separate Order, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any

person whose employment involves any of Respondents' businesses, other than the Held Separate Business. Such personnel shall also execute confidentiality agreements prohibiting the disclosure of any Material Confidential Information of the Held Separate Business.

- a. Respondents shall offer and the Held Separate Business shall obtain the following services and products only from Respondents:
 - (1) National brand advertising and promotion programs;
 - (2) Federal and state regulatory policy development and compliance;
 - (3) Human resources administrative services, including but not limited to labor relations support, pension administration, and health benefits;
 - (4) Environmental health and safety services, which develops corporate policies and insures compliance with federal and state regulations and corporate policies;
 - (5) Preparation of tax returns; and
 - (6) Audit services.
- b. Respondents shall offer to the Held Separate Business any services and products that Respondents provide to their other businesses directly or through third party contracts, or that they have provided directly or through third party contracts to the businesses constituting the Held Separate Business at any time since January 1, 2002. The Held Separate Business may, at the option of the Manager with the approval of the Hold Separate Trustee, obtain such services and products from Respondents. The services and products that Respondents shall offer the Held Separate Business shall include, but shall not be limited to, the following:
 - (1) Refined fuels scheduling, trading, acquisition, supply, transportation, pipeline operations, and distribution;
 - (2) Crude oil scheduling, trading, acquisition, supply, transportation, pipeline operations, and distribution;
 - (3) Engineering services, including engineering, design, and maintenance;
 - (4) Convenience store category management;
 - (5) Credit card processing;
 - (6) Information systems services, including construction, maintenance, and support of all computer systems;
 - (7) Public affairs, including media and community relations services;
 - (8) Processing of accounts payable;

- (9) Security services;
 - (10) Technical support;
 - (11) Finance and financial accounting services;
 - (12) Procurement of supplies (*e.g.* catalysts, chemicals, repair services, maintenance);
 - (13) Procurement of goods and services utilized in the ordinary course of business by the Held Separate Business;
 - (14) Legal services;
 - (15) Service station design, maintenance, and construction;
 - (16) Real estate services, including the identification and development of new sites; and
 - (17) Communication services, including electronic data gathering and transmission systems.
- c. In connection with services and products other than those listed in a. above, and including but not limited to those listed in b. above, the Held Separate Business shall have, at the option of the Manager with the approval of the Hold Separate Trustee, the ability to acquire services and products from third parties unaffiliated with Respondents.
5. Respondents shall cause the Hold Separate Trustee, the Manager, and each employee of the Held Separate Business having access to Material Confidential Information to submit to the Commission a signed statement that the individual will maintain the confidentiality required by the terms and conditions of this Hold Separate Order. These individuals must retain and maintain all Material Confidential Information relating to the Held Separate Business on a confidential basis and, except as is permitted by this Hold Separate Order, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any of Respondents' businesses other than the Held Separate Business. These persons shall not be involved in any way in the management, production, distribution, sale, marketing, or financial operations of the competing products of Respondents.
 6. No later than ten (10) days after the date this Hold Separate Order becomes final, Respondents shall establish written procedures, subject to the approval of the Hold Separate Trustee, covering the management, maintenance, and independence of the Held Separate Business consistent with the provisions of this Hold Separate Order.
 7. No later than ten (10) days after the date this Hold Separate Order becomes final, Respondents shall circulate to employees of the Held

Separate Business and to Respondents' employees who are responsible for the sale or distribution of Motor Fuels in the Colorado, Utah, Idaho, Montana, or Wyoming, a notice of this Hold Separate Order and the Consent Agreement, in the form attached as Attachments A and B.

8. The Hold Separate Trustee and the Manager shall serve, without bond or other security, at the cost and expense of Respondents, on reasonable and customary terms commensurate with the person's experience and responsibilities.
9. Respondents shall indemnify the Hold Separate Trustee and Manager and hold each harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Hold Separate Trustee's or the Manager's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of any claim, whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Hold Separate Trustee or the Manager.
10. Respondents shall provide the Held Separate Business with sufficient financial resources:
 - a. as are appropriate in the judgment of the Hold Separate Trustee to operate the Held Separate Business at no less than current rates of operation (including, but not limited to, current (or, for seasons other than summer, recent seasonal) rates of refinery production and product sales) and at no less than the rates of operation projected in the Denver Refinery 2002 0+12 Ops Plan of September 2001 and the 2002-2007 Five Year Refinery Statistics Plan for the Woods Cross Business Unit, as amended (including, but not limited to, the rates of refinery production and product sales projected in such plans), subject to any additional documentation as requested by the Hold Separate Trustee; provided that failure to achieve production or sales goals projected in such plans shall not be deemed to be a violation of this Hold Separate Order;
 - b. to perform all maintenance to, and replacements of, the assets of the Held Separate Business;
 - c. to carry on capital projects and business plans as reflected in Conoco's Denver Refinery Capex 2002 5+7 document and the 2002-2007 Five Year Capital Plan for the Woods Cross Business Unit, as amended, subject to any additional documentation as requested by the Hold Separate Trustee, and

- d. to maintain the viability, competitive vigor, and marketability of the Held Separate Business.
 - e. Such financial resources to be provided to the Held Separate Business shall include, but shall not be limited to, (i) general funds, (ii) capital, (iii) working capital, and (iv) reimbursement for any operating losses, capital losses, or other losses; provided, however, that, consistent with the purposes of the Decision and Order, the Manager may reduce in scale or pace any capital or research and development project, or substitute any capital or research and development project for another of the same cost.
11. Respondents shall not, during the Hold Separate Period, offer the employees listed on Confidential Attachment D positions with Respondents. The acquirer approved by the Commission pursuant to the Decision and Order shall have the option of offering employment to any employees of the Held Separate Business. Respondents shall not interfere with the employment, by the Commission-approved acquirer, of such employees; shall not offer any incentive to such employees to decline employment with the Commission-approved acquirer or to accept other employment with the Respondents; and shall remove any impediments that may deter such employees from accepting employment with the Commission-approved acquirer including, but not limited to, any non-compete or confidentiality provisions of employment or other contracts that would affect the ability of such employees to be employed by the Commission-approved acquirer, and the payment, or the transfer for the account of the employee, of all current and accrued bonuses, pensions and other current and accrued benefits to which such employees would otherwise have been entitled had they remained in the employment of the Respondents.
 12. For a period of one (1) year commencing on the Effective Date of Divestiture, Respondents shall not employ or make offers of employment to employees of the Held Separate Business who have accepted offers of employment with the Commission-approved acquirer unless the individual has been terminated by the acquirer.
 13. Notwithstanding the requirements of Paragraph II.D.11, Respondents shall offer a bonus or severance to employees included in the Held Separate Business who continue their employment with the Held Separate Business until termination of the Hold Separate Period, (in addition to any other bonus or severance to which the employees would otherwise be entitled).
 14. Except for the Manager, employees of the Held Separate Business, and support services employees involved in providing services to the Held

Separate Business pursuant to Paragraph II.D.4., and except to the extent provided in Paragraph II.A., Respondents shall not permit any other of its employees, officers, or directors to be involved in the operations of the Held Separate Business.

15. Respondents shall assure that employees of the Held Separate Business receive, during the Hold Separate Period, their salaries, all current and accrued bonuses, pensions and other current and accrued benefits to which those employees would otherwise have been entitled.
16. Except as required by law, and except to the extent that necessary information is exchanged in the course of consummating the Merger; negotiating agreements to divest assets pursuant to the Consent Agreement and engaging in related due diligence; complying with this Hold Separate Order or the Consent Agreement; overseeing compliance with policies and standards concerning the safety, health and environmental aspects of the operations of the Held Separate Business and the integrity of the Held Separate Business' financial controls; defending legal claims, investigations or enforcement actions threatened or brought against or related to the Held Separate Business; or obtaining legal advice, Respondents' employees (excluding support services employees involved in providing support to the Held Separate Business pursuant to Paragraph II.D.4.) shall not receive, or have access to, or use or continue to use any Material Confidential Information of the Held Separate Business not in the public domain. Nor shall the Manager or employees of the Held Separate Business receive or have access to, or use or continue to use, any Material Confidential Information not in the public domain about Respondents and relating to Respondents' businesses, except such information as is necessary to maintain and operate the Held Separate Business. Respondents may receive aggregate financial and operational information relating to the Held Separate Business only to the extent necessary to allow Respondents to prepare United States consolidated financial reports, tax returns, reports required by securities laws, and personnel reports. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in this subparagraph.
17. Respondents and the Held Separate Business shall jointly implement, and at all times during the Hold Separate Period maintain in operation, a system, as approved by the Hold Separate Trustee, of access and data controls to prevent unauthorized access to or dissemination of Material Confidential Information of the Held Separate Business, including, but not limited to, the opportunity by the Hold Separate Trustee, on terms and

conditions agreed to with Respondents, to audit Respondents' networks and systems to verify compliance with this Hold Separate Order.

III.

IT IS FURTHER ORDERED that:

- A. At any time after the Commission issues this Hold Separate Order, the Commission may appoint a Monitor to assure that Respondents comply with their obligations under Paragraph IV. of the Decision and Order.
- B. Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities and responsibilities of the Monitor appointed pursuant to this Paragraph:
 1. The Monitor shall have the power and authority to monitor Respondents' compliance with the terms of Paragraph IV. of the Decision and Order and all referenced agreements required by that Paragraph.
 2. Within ten (10) days after appointment of the Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on the Monitor all the rights and powers necessary to permit the Monitor to monitor Respondents' compliance with Paragraph IV. of the Decision and Order and all referenced agreements required by that Paragraph.
 3. The Monitor shall serve for such time as is necessary to monitor Respondents' compliance with the provisions of Paragraph IV. of the Decision and Order and all referenced agreements required by that Paragraph.
 4. The Monitor shall have full and complete access, subject to any legally recognized privilege of Respondents, to Respondents' personnel, books, records, documents, facilities and technical information relating to any relevant information, as the Monitor may reasonably request, including, but not limited to, all documents and records kept in the normal course of business that relate to the Propane Business. Respondents shall cooperate with any reasonable request of the Monitor. Respondents shall take no action to interfere with or impede the Monitor's ability to monitor Respondents' compliance with Paragraph IV. of the Decision and Order and all referenced agreements required by that Paragraph.
 5. The Monitor shall serve, without bond or other security, at the expense of Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have authority to employ, at the reasonable expense of Respondents, such consultants, accountants, attorneys and other representatives and assistants as are necessary to carry out the Monitor's duties and responsibilities.

6. Respondents shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparations for, or defense of, any claim whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Monitor.
7. If the Commission determines that the Monitor has ceased to act or failed to act diligently, or if the individual appointed pursuant to Paragraph III.A. is unable to serve as Monitor, the Commission may appoint a substitute Monitor. The Commission shall select the substitute Monitor, subject to the consent of Respondents, which consent shall not be unreasonably withheld. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed substitute Monitor within ten (10) days after receipt of written notice by the staff of the Commission to Respondents of the identity of any proposed substitute Monitor, Respondents shall be deemed to have consented to the selection of the proposed substitute Monitor.
8. 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 Paragraph IV. of the Decision and Order and any agreements required by that Paragraph.
9. The Monitor shall report in writing to the Commission, concerning compliance by Respondents with the provisions of the Decision and Order and any agreements required by that Paragraph, within twenty (20) days from the date of appointment and every sixty days thereafter for the first six (6) months, and then every six (6) months thereafter throughout the Monitor's term. Such report shall include at least the following:
 - a. whether Respondents have given the Monitor reports and access to all information and records pursuant to this Order;
 - b. what Respondents have done to maintain non-public information; and
 - c. any other information that is requested by the Commission in determining whether Respondents are complying with the terms of the Decision and Order.
10. Respondents may require the Monitor to sign a customary confidentiality agreement; provided, however, such agreement shall not restrict the Monitor from providing any information to the Commission.

IV.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) days prior to any proposed change in the corporate Respondents such as dissolution, assignment, sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or any other change in the corporation that may affect compliance obligations arising out of this Hold Separate Order.

V.

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

- A. Access, during office hours of Respondents and in the presence of counsel, to all facilities, and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and all other records and documents in the possession or under the control of the Respondents relating to compliance with this Hold Separate Order; and
- B. Upon five (5) days' notice to each Respondent and without restraint or interference from it, to interview officers, directors, or employees of Respondent, who may have counsel present, regarding any such matters.

VI.

IT IS FURTHER ORDERED that this Hold Separate Order shall terminate at the earlier of:

- A. three (3) business days after the Commission withdraws its acceptance of the Consent Agreement pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34; or
- B. the day after the last of the divestitures required by the Consent Agreement is completed; provided, however, that when an Asset to be Divested (as defined in the Decision and Order) that is included within the Held Separate Business is divested pursuant to the Consent Agreement, that asset shall cease to be held by the Held Separate Business.

By the Commission.

Donald S. Clark
Secretary

SEAL:

ISSUED:

ATTACHMENT A

NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY COLORADO ASSETS

Conoco Inc. ("Conoco") and Phillips Petroleum Company ("Phillips"), hereinafter referred to as "Respondents," have entered into an Agreement Containing Consent Orders ("Consent Agreement") with the Federal Trade Commission relating to the divestiture of certain assets, including the "Colorado Assets."

The term "Colorado Assets" as defined in the Federal Trade Commission's Decision and Order ("Decision and Order"), means the (1) Conoco Denver Refinery Assets and (2) Phillips Colorado Retail Assets. The term "Conoco Denver Refinery Assets" as defined in the Decision and Order, means, Conoco's refinery located at Commerce City, Colorado and other related assets specified in the Decision and Order. The term "Phillips Colorado Retail Assets" as defined in the Decision and Order, means all of Phillips' Retail Assets in Colorado as of the date Conoco and Phillips executed the Consent Agreement.

Under the terms of the Consent Agreement, if the Respondents fail to divest the Colorado Assets within twelve (12) months from the date upon which Conoco and Phillips execute the Consent Agreement, a trustee will be appointed to divest the Colorado Assets.

The Colorado Assets must be managed and maintained as a separate, ongoing business, independent of all other businesses of the Respondents or ConocoPhillips, until the Colorado Assets are divested. All competitive information relating to the Colorado Assets must be retained and maintained by the persons involved in the operation of the Colorado Assets on a confidential basis, and such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any other business of the Respondents or ConocoPhillips, except as is necessary to fulfill the purposes of the Decision and Order. Persons involved in similar activities at Conoco, Phillips or ConocoPhillips shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any similar information to or with any other person whose employment involves the Colorado Assets. Any violation of the Consent Agreement may subject Respondents or ConocoPhillips to civil penalties and other relief as provided by law.

ATTACHMENT B
NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY
PHILLIPS WOODS CROSS ASSETS

Conoco Inc. ("Conoco") and Phillips Petroleum Company ("Phillips"), hereinafter referred to as "Respondents," have entered into an Agreement Containing Consent Orders ("Consent Agreement") with the Federal Trade Commission relating to the divestiture of certain assets, including the "Phillips Woods Cross Assets."

The term "Phillips Woods Cross Assets" as defined in the Federal Trade Commission's Decision and Order ("Decision and Order"), means the (1) Phillips Woods Cross Refinery Assets and (2) Phillips Woods Cross Retail Assets. The term "Phillips Woods Cross Refinery Assets" as defined in the Decision and Order, means, Phillips' refinery located at Woods Cross, Utah and other related assets specified in the Decision and Order. The term "Phillips Woods Cross Retail Assets" as defined in the Decision and Order, means all of Phillips' Retail Assets in Wyoming, Utah, Idaho, and Montana as of the date Conoco and Phillips executed the Consent Agreement.

Under the terms of the Consent Agreement, if the Respondents fail to divest the Phillips Woods Cross Assets within twelve (12) months from the date upon which Conoco and Phillips execute the Consent Agreement, a trustee will be appointed to divest the Phillips Woods Cross Assets.

The Phillips Woods Cross Assets must be managed and maintained as a separate, ongoing business, independent of all other businesses of the Respondents or ConocoPhillips, until the Phillips Woods Cross Assets are divested. All competitive information relating to the Phillips Woods Cross Assets must be retained and maintained by the persons involved in the operation of the Phillips Woods Cross Assets on a confidential basis, and such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any other business of the Respondents or ConocoPhillips, except as is necessary to fulfill the purposes of the Decision and Order. Persons involved in similar activities at Conoco, Phillips or ConocoPhillips shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any similar information to or with any other person whose employment involves the Phillips Woods Cross Assets. Any violation of the Consent Agreement may subject Respondents or ConocoPhillips to civil penalties and other relief as provided by law.

CONFIDENTIAL ATTACHMENT C
TRUSTEE AGREEMENT

**CONFIDENTIAL ATTACHMENT D
EMPLOYEES**