

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Robert Pitofsky, Chairman**
 Sheila F. Anthony
 Mozelle W. Thompson
 Orson Swindle
 Thomas B. Leary

In the Matter of

Exxon Corporation,
a corporation,

and

Mobil Corporation,
a corporation.

Docket No. C-3907
DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of the proposed merger involving Respondents, Exxon Corporation and Mobil Corporation, and Respondents having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition presented to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders (“Consent Agreement”), containing an admission by

consideration of public comments, and having duly considered the comments filed thereafter by interested persons pursuant to Rule 2.34 of its Rules (16 C.F.R. § 2.34), now in further conformity with the procedure described in Commission Rule 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Order:

1. Respondent Exxon Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of New Jersey, with its office and principal place of business located at 5959 Las Colinas Boulevard, Irving, Texas 75039.
2. Respondent Mobil Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 3225 Gallows Road, Fairfax, Virginia 22037.
3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER

I.

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

- A. "Exxon" means Exxon Corporation, its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Exxon, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. "Mobil" means Mobil Corporation, its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Mobil, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. "Exxon Mobil" means Exxon Mobil Corporation, or any other entity resulting from the merger involving Exxon and Mobil, its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Exxon Mobil, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- D. "Respondents" means Exxon and Mobil, individually and collectively, and the successor corporation.

- E. "ANS" means the North Slope of Alaska.
- F. "Base Oil" means paraffinic-based lubricant stock of all types, grades, viscosities, and qualities suitable for blending into finished oils (*e.g.*, passenger car motor oil, heavy duty diesel oil, hydraulic fluids, or gear oils), but does not mean naphthenic or synthetic oils.
- G. "Branded Distributors" means Exxon Branded Sellers or Mobil Branded Sellers that purchase Branded Fuels at a terminal and transport such Branded Fuels to Retail Sites for resale.
- H. "Branded Fuels" means motor gasoline or diesel fuel sold at a Retail Site under a brand name owned by Respondents.
- I. "Branded Products" means any product other than Branded Fuels that is sold at a Retail Site under a brand name owned by Respondents.
- J. "Business Format Franchise" shall have the meaning of "franchise" set forth in 16 C.F.R. § 436.2, excluding franchises granted by Respondents to sell Branded Fuels.
- K. "California-North MSAs" means the following primary metropolitan statistical areas in California as defined by the Census Bureau as of September 30, 1999: Oakland, San Francisco, San Jose, and Santa Rosa.
- L. "Colonial" means Colonial Pipeline Company.
- M. "Commission" means the Federal Trade Commission.
- N. "Designated Base Oil Refineries" means Mobil's refinery located at Beaumont, Texas; Exxon's refinery located at Baytown, Texas; and Exxon's refinery located at Baton Rouge, Louisiana.
- O. "Effective Date of Divestiture" means the date on which the applicable divestiture is consummated.
- P. "Existing Lessee Agreements" means all agreements between Respondents and Exxon Lessee Dealers or Mobil Lessee Dealers relating to such Person's right or obligation to sell or resell Branded Fuels using Exxon's brand name or Mobil's brand name at a Retail Site, including, but not limited to, each Branded Fuels dealer lease agreement and dealer sales agreement. "Existing Lessee Agreements" does not include Business Format Franchises.
- Q. "Existing Supply Agreements" means all agreements between Respondents and Exxon Branded Sellers or Mobil Branded Sellers relating to such Person's right or obligation to

sell or resell Branded Fuels using Exxon's brand name or Mobil's brand name at a Retail Site, including, but not limited to, each Branded Fuels supply contract, distributor agreement, dealer agreement, image agreement, amortization agreement, and jobber outlet incentive program contract. "Existing Supply Agreements" does not include Business Format Franchises.

- R. "Exxon Benicia Refinery Assets" means Exxon's refinery located at Benicia, California and all of Exxon's interest in all tangible assets used in the operation of the refinery; all licenses, agreements, contracts, and permits used in the operation of the refinery; the non-exclusive right to use all patents, know-how, and other intellectual property used by Exxon in the operation of the refinery; at the acquirer's option, all contracts, agreements or understandings relating to the transportation, terminaling, storage or sale of the refinery's petroleum product output; at the acquirer's option, all agreements under which Exxon receives crude oil or other inputs at or for the refinery; and, at the acquirer's option, all exchange agreements involving the refinery. "Exxon Benicia Refinery Assets" also includes 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, and improvements, modifications, or upgrades to, the Benicia refinery. "Exxon Benicia Refinery Assets" also includes, but is not limited to, all of Exxon's interest in the 20" crude pipeline between the Equilon pigging station and the refinery, the 6" pipeline between Bullshead Point and the refinery, the dock on the Carquinez Strait associated with the refinery, all pipelines running between the dock and the refinery, the refined products terminal adjacent to the refinery, and the coke silo leased from Benicia Industries and used by the refinery. "Exxon Benicia Refinery Assets" does not include Exxon's proprietary trade names and trademarks. In the event that Respondents are unable to satisfy all conditions necessary to divest any intangible asset, Respondents shall: (1) with respect to permits, licenses or other rights granted by governmental authorities (other than patents), provide such assistance as the acquirer may reasonably request in the acquirer's efforts to obtain comparable permits, licenses or rights, and (2) with respect to other intangible assets (including patents), substitute equivalent assets, subject to Commission approval. A substituted asset will not be deemed to be equivalent unless it enables the refinery to perform the same function at the same or less cost.
- S. "Exxon Branded Seller" means any Person (other than Exxon or Mobil) that has, by virtue of contract or agreement with Exxon in effect at the time Respondents execute the Agreement Containing Consent Orders, the right to sell gasoline using Exxon's brand name at Retail Sites, or to resell gasoline to any such person. "Exxon Branded Seller" includes distributors, jobbers, contract dealers, and open dealers, but does not include Lessee Dealers.
- T. "Exxon California-North Marketing Assets" means all Retail Assets in California-North MSAs that are owned by Exxon or leased by Exxon from another Person as of the date Respondents execute the Agreement Containing Consent Orders.

- U. “Exxon California-South Marketing Assets” means all Retail Assets in California other than in California-North MSAs, that are owned by Exxon or leased by Exxon from another Person as of the date Respondents execute the Agreement Containing Consent Orders.
- V. “Exxon California Refining and Marketing Assets” means the (1) Exxon Benicia Refinery Assets; (2) Exxon California-North Marketing Assets; and (3) Exxon California-South Marketing Assets.
- W. “Exxon Guam Assets” means the Exxon Guam Marketing Assets and the Exxon Guam Terminal.
- X. “Exxon Guam Marketing Assets

1. a sole and exclusive worldwide perpetual royalty-free license to practice in the Field of Jet Turbine Oils the patents set out in Appendix B (Confidential) and the supplemental patents selected pursuant to subparagraph XII.B.13., whether such patents have been issued or applied for, without reservation to Respondents of any rights to practice such patents in the Field of Jet Turbine Oils, and including the right to enforce such license in the Field of Jet Turbine Oils and the right to transfer such license exclusively or nonexclusively to others through sublicense or any other means;
2. a grant by Respondents to the acquirer (including the acquirer's subsidiaries and affiliates, and any purchaser of acquirer's jet turbine oil business) of immunity from suit in the Field of Jet Turbine Oils under all other patents held, or applied for, by Exxon as of the date of the Merger, or for which the Held Separate Exxon Jet Turbine Oil Business (as specified in subparagraph I.K.5. of the Order to Hold Separate and Maintain Assets) has filed an application between the date of the Merger and the Effective Date of Divestiture of the Exxon Jet Turbine Oil Business;
3. a royalty-free sublicense of all rights in the Field of Jet Turbine Oils under any patent license held by Exxon as of the date of the Merger, including the right to transfer such sublicense exclusively or nonexclusively to others through any means, and without reservation to Respondents of any such rights in the Field of Jet Turbine Oils;
4. the sole and exclusive right to all Jet Turbine Oil Formulations, including all records containing Jet Turbine Oil Formulations;
5. the following rights:
 - a. the sole and exclusive right to
 - (1) all product names;
 - (2) all trademarks, brand names, service marks, copyrights, slogans, symbols, designs, and icons, used at any time since January 1, 1995, on cans or other packaging of Jet Turbine Oil by Exxon or by the Held Separate Exxon Jet Turbine Oil Business; and
 - (3) all other trademarks, brand names, service marks, copyrights, slogans, symbols, designs, and icons
 - (a) used exclusively in the Field of Jet Turbine Oils by Exxon or by the Held Separate Exxon Jet Turbine Oil Business, and
 - (b) not used by Respondents outside the Field of Jet Turbine Oils prior to November 30, 1999; and

- b. the right to exclude (for a period of five (5) years from the Effective Date of Divestiture of the Exxon Jet Turbine Oil Business) any entity, including Respondents, from using in the marketing, customer support, or sale of Jet Turbine Oils any other trademarks, brand names, service marks, copyrights, slogans, symbols, designs, and icons used both inside and outside the Field of Jet Turbine Oils by Exxon or the Held Separate Exxon Jet Turbine Oil Business, but not including the right to use such other trademarks, brand names, service marks, copyrights, slogans, symbols, designs, and icons;
- 6. a sole and exclusive worldwide perpetual royalty-free license in the Field of Jet Turbine Oils, without reservation to Respondents of any rights in the Field of Jet Turbine Oils, to all trade secrets, know-how, inventions, software, and other intellectual property, regardless of whether used exclusively in the research, development, manufacture, quality assurance, marketing, customer support, or sale of Jet Turbine Oils (except as provided by subparagraphs I.Z.5.b. and XII.B.9.), provided, however, that such license
 - a. shall not include (i) patents and patented inventions, (ii) software used in Exxon's general corporate processes, such as accounting software, messaging software, and word processing software, and (iii) accounting and auditing processes, and
 - b. shall include, but not be exclusive with respect to, Exxon's general business processes and practices, including, without limitation, operations and controls integrity management systems, general scientific analytical techniques, and health, safety and environmental processes;
 - 7. military, customer, and original equipment manufacturer approvals for products (to the extent transferable);
 - 8. contracts for supply and distribution (to the extent transferable);
 - 9. procurement information for products and services used in the research, development, manufacture, quality assurance, marketing, customer support, or sale of Jet Turbine Oils;
 - 10. the research and test equipment described in Appendix C;
 - 11. warehousing services at competitive third-party rates until the acquirer is able to make other arrangements; and
 - 12. Exxon's manufacturing facility located in Bayway, New Jersey and all physical assets located at that facility.
- AA. "Exxon Jet Turbine Oil Employees" means the following Exxon employees:

1. all sales, research, and manufacturing personnel employed in the Exxon Jet Turbine Oil Business at any time since January 1, 1999;
 2. all personnel employed at any time during the Hold Separate Period in that portion of the Held Separate Business defined in subparagraph I.K.5. of the Order to Hold Separate and Maintain Assets; and
 3. Karen Brown, Walt Goldeski, Mike Verrault, Martha Arduin, Pat Wysocki, Lee Chen, John Bryant, Joycelyn Failla, John McKechnie, Dave Duckert, Sue Scheuerman, Rich Skillman, Cyril Hutley, Klaus Rudolph, Bernard Pafford, and Paul Berlowitz.
- BB. “Exxon Maine to Virginia Assets” means all Retail Assets in the District of Columbia and the States of Virginia, Maryland, Delaware, Pennsylvania, New Jersey, New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine that are owned by Exxon or leased by Exxon from another Person as of the date Respondents execute the Agreement Containing Consent Orders.
- CC. “Exxon Mid-Atlantic Marketing Assets” means all Retail Assets in the District of Columbia, and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia, that are owned by Exxon or leased by Exxon from another Person as of the date Respondents execute the Agreement Containing Consent Orders.
- DD. “Exxon Northeast Marketing Assets” means all Retail Assets in the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, and New York, that are owned by Exxon or leased by Exxon from another Person as of the date Respondents execute the Agreement Containing Consent Orders.
- EE. “Exxon Texas Marketing Assets” means all Retail Assets in the Texas MSAs that are owned by Exxon or leased by Exxon from another Person as of the date Respondents execute the Agreement Containing Consent Orders.
- FF. “Field of Jet Turbine Oils” means the research, development, manufacture, quality assurance, marketing, customer support, and sale of Jet Turbine Oils, including, but not limited to, the research, development, manufacture, and quality assurance of ingredients for use in Jet Turbine Oils (but not including the research, development, manufacture, and quality assurance of such ingredients for use in products other than Jet Turbine Oils).
- GG. “Jet Turbine Oil Formulations” means (a) product formulae for Jet Turbine Oils, and (b) other proprietary technical information relating exclusively to the manufacture or development of, or research into, Jet Turbine Oils.
- HH. “Jet Turbine Oils” means any lubricants that contain polyol esters and additives and that are used in jet turbine engines, regardless of the application in which the jet turbine

engines are employed, which applications include, without limitation, commercial aviation, private aviation, military aviation, marine applications, and stationary applications.

- II. “Key Exxon Jet Turbine Oil Employees” means Pat Godici, Dan Murphy, Jai Bansal, Kim Fyfe, David Hertsgaard, and Nick Cleary.

- JJ. “Key Mobil Jet Turbine Oil Employees” means researchers, research technicians, sales representatives, and manufacturing facility managers employed in the Mobil Jet Turbine Oil Business between January 1, 1999, and the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business.

- KK. “Lessee Dealer” means a dealer who operates a Retail Site leased from Respondents under a lease in effect at the time Respondents execute the Agreement Containing Consent Orders.

- LL. “MBD” means thousands of barrels per day.

- MM. “Merger” means the proposed merger involving Exxon and Mobil.

- NN. “Mobil Beaumont Refinery Assets” means Mobil

Assets” also does not include Mobil’s petrochemical facilities in the vicinity of the Beaumont refinery. In the event that Respondents are unable to satisfy all conditions necessary to divest any intangible asset, Respondents shall: (1) with respect to permits, licenses or other rights granted by governmental authorities (other than patents), provide such assistance as the acquirer may reasonably request in the acquirer’s efforts to obtain comparable permits, licenses or rights, and (2) with respect to other intangible assets (including patents), substitute equivalent assets, subject to Commission approval. A substituted asset will not be deemed to be equivalent unless it enables the refinery to perform the same function at the same or less cost.

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

PP. “Mobil Branded Seller

- SS. “Mobil Jet Turbine Oil Business” means all of Mobil’s rights, titles, and interests in the following businesses and assets, tangible and intangible, used in the research, development, manufacture, quality assurance, marketing, customer support, or sale of Jet Turbine Oils, regardless of where the businesses or assets are located worldwide:
1. a sole and exclusive worldwide perpetual royalty-free license to practice in the Field of Jet Turbine Oils all patents, whether issued or applied for, held by Respondents as of the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business,
 - a. not including patents held by Exxon prior to the Merger, and not including patents for which the Held Separate Exxon Jet Turbine Oil Business (as specified in subparagraph I.K.5. of the Order to Hold Separate and Maintain Assets) has filed an application after the date of the Merger and prior to the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business,
 - b. including the right to transfer such license exclusively or nonexclusively to others through sublicense or any other means,
 - c. including the right to enforce those rights in the Field of Jet Turbine Oils and
 - d. without reservation to Respondents of any right to those patents in the Field of Jet Turbine Oils;
 2. a royalty-free sublicense of all rights in the Field of Jet Turbine Oils under any patent license held by Exxon Mobil as of the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business, (a) not including licenses held by Exxon prior to the Merger, and not including licenses acquired by the Held Separate Exxon Jet Turbine Oil Business (as specified in subparagraph I.K.5. of the Order to Hold Separate and Maintain Assets) after the date of the Merger and prior to the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business, (b) including the right to transfer such sublicense exclusively or nonexclusively to others through any means, and (c) without reservation to Respondents of any such rights in the Field of Jet Turbine Oils;
 3. the sole and exclusive right to all Jet Turbine Oil Formulations, including all records containing Jet Turbine Oil Formulations;
 4. the sole and exclusive right to all trademarks, service marks, product names, and copyrights (except as provided by subparagraph XII.C.9.);
 5. a sole and exclusive worldwide perpetual royalty-free license in the Field of Jet Turbine Oils, without reservation to Respondents of any rights in the Field of Jet Turbine Oils, to all trade secrets, know-how, inventions, software, and other intellectual property, regardless of whether used exclusively in the research, development, manufacture,

quality assurance, marketing, customer support, or sale of Jet Turbine Oils (except as provided by subparagraph XII.C.9.), provided, however, that such license

- a. shall not include (i) patents and patented inventions, (ii) software used in Mobil's general corporate processes, such as accounting software, messaging software, and word processing software, and (iii) accounting and auditing processes, and
 - b. shall include, but not be exclusive with respect to, Mobil's general business processes and practices, including, without limitation, operations and controls integrity management systems, general scientific analytical techniques, and health, safety and environmental processes;
6. military, customer, and original equipment manufacturer approvals for products (to the extent transferable);
 7. contracts for supply and distribution (to the extent transferable);
 8. procurement information for products and services used in the research, development, manufacture, quality assurance, marketing, customer support, or sale of Jet Turbine Oils;
 9. manufacturing, research, and test equipment ;
 10. warehousing services at competitive third-party rates until the acquirer is able to make other arrangements; and
 11. all of Mobil's facilities for the manufacture of Jet Turbine Oils and for the manufacture of ingredients (including esters and additives) used in manufacturing Jet Turbine Oils.
- TT. "Mobil Manassas Terminal" means all of Mobil's assets relating to its petroleum storage and distribution terminal in Manassas, Virginia, including all assets, tangible and intangible, that are used to operate the terminal for the storage and distribution of petroleum products, including, but not limited to, all real estate, storage tanks, loading and unloading facilities, permits, licenses, and contracts pertaining to the terminal facilities, offices, buildings, warehouses, equipment, machinery, fixtures, tools, spare parts, and all other property used in Terminaling; and the non-exclusive right to use all patents, know-how, and other intellectual property used by Mobil in the operation of the terminal. "Mobil Manassas Terminal" does not include Mobil's proprietary trade names and trademarks or, except as provided above, patents, know-how, and other intellectual property. In the event that Respondents are unable to satisfy all conditions necessary to divest any intangible asset, Respondents shall: (1) with respect to permits, licenses or other rights granted by governmental authorities (other than patents), provide such assistance as the acquirer may reasonably request in the acquirer's efforts to obtain

comparable permits, licenses or rights, and (2) with respect to other intangible assets (including patents), substitute equivalent assets, subject to Commission approval. A substituted asset will not be deemed to be equivalent unless it enables the terminal to perform the same function at the same or less cost.

- UU. “Mobil Mid-Atlantic Marketing Assets” means all Retail Assets in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia that are owned by Mobil or leased by Mobil from another Person as of the date Respondents execute the Agreement Containing Consent Orders.
- VV. “Mobil Northeast Marketing Assets” means all Retail Assets in the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, and New York that are owned by Mobil or leased by Mobil from another Person as of the date Respondents execute the Agreement Containing Consent Orders.
- WW. “Mobil Texas Marketing Assets” means all Retail Assets owned by Mobil or leased by Mobil in the State of Texas as of the date Respondents execute the Agreement Containing Consent Orders (“Mobil Texas Marketing Assets” does not include any interest of Respondents in Retail Assets owned by TETCO or Petro Stopping Centers Holdings, L.P.)
- XX. “Mobil Torrance Refinery Assets” means Mobil’s refinery located at Torrance, California, and all of Mobil’s interest in all tangible assets used in the operation of the refinery; all licenses, agreements, contracts, and permits used in the operation of the refinery; the non-exclusive right to use all patents, know-how, and other intellectual property used by Mobil in the operation of the refinery; at the acquirer’s option, all contracts, agreements or understandings relating to the transportation, terminaling, storage or sale of the refinery’s petroleum product output; at the acquirer’s option, all agreements under which Mobil receives crude oil or other inputs at or for the refinery; and, at the acquirer’s option, all exchange agreements involving the refinery. “Mobil Torrance Refinery Assets” also includes 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, and improvements, modifications, or upgrades to, the Torrance refinery. “Mobil Torrance Refinery Assets” also includes, but is not limited to, all of Mobil’s interest in the SJV crude pipeline system between Lost Hills, California, and the refinery (M-70); the Southwest Terminal in Los Angeles Harbor (including the dock, tanks, and other facilities located at the terminal); all crude (M-146) and products pipelines running between the Southwest Terminal dock and the refinery; and the products pipeline between the refinery and Kinder Morgan’s Watson Terminal; the Mobil Pacific Pipe Line Company products pipeline between the GATX terminal and the refinery; the jet fuel pipeline between the refinery and Los Angeles International Airport; and Mobil Pacific Pipeline’s interest in the THUMS Wilmington Crude

Gathering System between the Wilmington Field and the refinery (M-131, M-132, M-142); and the Torrance crude system (M-134, M-135). “Mobil Torrance Refinery Assets” does not include Mobil’s proprietary trade names and trademarks. In the event that Respondents are unable to satisfy all conditions necessary to divest any intangible asset, Respondents shall: (1) with respect to permits, licenses or other rights granted by governmental authorities (other than patents), provide such assistance as the acquirer may reasonably request in the acquirer’s efforts to obtain comparable permits, licenses or rights, and (2) with respect to other intangible assets (including patents), substitute equivalent assets, subject to Commission approval. A substituted asset will not be deemed to be equivalent unless it enables the refinery to perform the same function at the same or less cost.

YY. “Mobil-Valero Paulsboro Agreement” means the Purchase and Sales Agreement for Lubricant Base Oils between Valero and Mobil Oil Corporation dated September 16, 1998, as amended.

ZZ. “Mobil’s Norfolk Wharf

respect to that real property. “Retail Assets” also includes all of Respondents’

- LLL. “Texas MSAs” means the Austin, Bryan/College Station, and San Antonio MSAs, and the Dallas and Houston PMSAs, as defined by the Census Bureau as of September 30, 1999.
- MMM. “Turnpike Locations” means the nine (9) Mobil stations located on the Garden State Parkway in New Jersey and the one (1) Mobil station on I-95 in Delaware at which Mobil leases Retail Assets from a State or turnpike authority enabled by a State.
- NNN. “Turnpike Retail Assets” means Retail Assets at Turnpike Locations.
- OOO. “Valero” means Valero Energy Corporation.

II.

IT IS FURTHER ORDERED that:

- A. Respondents shall divest the Exxon California Refining and Marketing Assets to a single acquirer, absolutely and in good faith and at no minimum price, within twelve (12) months from the date Respondents execute the Agreement Containing Consent Orders.
- B. Respondents shall, upon the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets, assign to the acquirer of the Exxon California Refining and Marketing Assets (1) all Existing Lessee Agreements with respect to the Exxon California-South Marketing Assets in effect as of the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets, subject to any

the Exxon brand in California other than in the California-North MSAs, except as permitted by subparagraphs II.J. and II.K., and (2) the exclusive right to use Exxon's brand name in connection with the sale of Branded Fuels under the Exxon brand in California other than in the California-North MSAs, including the exclusive rights to use Exxon's identification signs, trademarks, and other trade indicia, and the non-exclusive right to accept and process Exxon credit cards in connection with such sales of Exxon Branded Fuels. Such agreement shall provide

the Benicia refinery and the Retail Sites that are divested or assigned pursuant to this Paragraph.

- F. Respondents shall divest the Exxon California Refining and Marketing Assets, assign the Existing Lessee Agreements and Existing Supply Agreements, and enter into the agreements as required by subparagraphs II.A., II.B., II.C., II.D., and II.E. only to a single acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission; provided, however, that, with respect to assets that are to be divested or agreements entered into pursuant to this paragraph at the acquirer's option, Respondents need not divest such assets or enter into such agreements only if the acquirer chooses not to acquire such assets or enter into such agreements and the Commission approves the divestiture without such assets or agreements. The Exxon California-North Marketing Assets shall be divested only to a person that commits to offer each of Exxon's Lessee Dealers that operate a Retail Site being divested a non-discriminatory franchise within the meaning of the Petroleum Marketing Practices Act, 15 U.S.C. § 2801, *et seq.*
- G. No later than the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets, Respondents shall cancel all Existing Lessee Agreements and Existing Supply Agreements between Exxon and Exxon Lessee Dealers and Exxon Branded Sellers with respect to Retail Sites in the California-North MSAs in effect as of the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets.
- H. Notwithstanding subparagraphs II.A. and II.F, the divestiture of the Exxon California-South Marketing Assets shall be subject to any applicable right of first refusal under California law exercisable by Exxon's Lessee Dealers that operate assets being divested. Respondents shall not attempt in any way to persuade or encourage Exxon Lessee Dealers to exercise such right. Respondents shall not, for a period of seven (7) years from the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets, sell Branded Fuels to any Lessee Dealer that exercises such right.
- I. Upon the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets, Respondents shall allow the acquirer of the Exxon California Refining and Marketing Assets the non-exclusive right to sell other Exxon Branded Products (e.g., motor oil) at the acquirer's Exxon branded Retail Sites in California. The acquirer's access to all such other products or services acquired from Respondents for resale at such Retail Sites shall be on commercial, arm's length terms no less favorable than those given by Respondents to other wholesale purchasers. Upon the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets, Respondents shall allow an Exxon Branded Seller

or Exxon Lessee Dealer that was Exxon's franchisee with respect to a Business Format Franchise as of the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets to continue as Respondents' franchisee with respect to such Business Format Franchise. Respondents shall not object to an assumption by the acquirer of Respondents' obligations as Business Format Franchisee, subject to any applicable approvals required of the Business Format Franchisor.

- J. Respondents shall not (1) sell or attempt to sell, for twelve (12) years from the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets, Branded Fuels under the Exxon brand for sale or resale at Retail Sites in California; provided, however, that Respondents may sell to the acquirer of the Exxon California Refining and Marketing Assets quantities of Branded Fuels equal to quantities of unadditized gasoline sold to Respondents by the acquirer for purposes of adding Exxon's proprietary additive and making the gasoline salable by acquirer as Exxon Branded Fuels; or (2) sell or attempt to sell, for seven (7) years from the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets, Branded Fuels under the Mobil brand to any Exxon Branded Seller or Exxon Lessee Dealer for resale at any Retail Site in California that sold Exxon Branded Fuels as of the date Respondents execute the Agreement Containing Consent Orders. This subparagraph shall not prohibit sales, solicitations, discussions or negotiations involving brands other than the Exxon brand with respect to Retail Sites that were not Exxon branded Retail Sites as of the date Respondents execute the Agreement Containing Consent Orders.
- K. Notwithstanding the provisions of subparagraphs II.C. and II.J., in the event that the acquirer of the Exxon California Refining and Marketing Assets ceases using the Exxon brand in California pursuant to the agreement conveying the right to use the brand described in subparagraph II.C., Respondents shall have the right to use the brand in California beginning two (2) years after the acquirer of the Exxon California Refining and Marketing Assets ceases to use the brand in California, but in no event prior to five (5) years after the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets.
- L. Until the Effective Date of Divestiture of the Exxon California Refining and Marketing Assets, Respondents shall take such actions as are necessary to maintain the viability and marketability of the Exxon California Refining and Marketing Assets and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets, except for ordinary wear and tear, including, but not limited to, continuing in effect and maintaining all proprietary trademarks, trade names, logos, trade dress, identification signs, Business Format Franchise agreements, and renewing or extending any base leases or ground leases that expire or terminate prior to the Effective Date of Divestiture of the Exxon

California Refining and Marketing Assets. Until the assignments of Existing Supply Agreements provided by subparagraph II.B. occur, Respondents shall not attempt in any way to encourage any Exxon Branded Seller to terminate, nor shall Respondents terminate (except for reasons set out in § 2802(c) of the Petroleum Marketing Practices Act, 15 U.S.C. § 2802(c)), an Existing Supply Agreement with respect to a Retail Site in California, and Respondents shall continue in effect all programs and other business practices aimed at maintaining existing relationships with Exxon Branded Sellers with respect to Retail Sites in California other than in the California-North MSAs and shall otherwise seek to preserve such relationships as diligently as was done prior to the time Respondents executed the Agreement Containing Consent Orders. Respondents shall offer to all Exxon Branded Distributors in California other than in the California-North MSAs the program set forth in Appendix A.

- M. The purpose of the divestiture of the Exxon California Refining and Marketing Assets and the assignment of the Existing Supply Agreements between Exxon and Exxon Branded Sellers in California, and of the other provisions of this Paragraph, is to ensure the continued use of the assets comprising Exxon's California refining and marketing businesses as viable, on-going businesses, in the same businesses in which they were engaged at the time of the announcement of the Merger, including the refining and marketing of CARB gasoline and other petroleum products, by a firm that has a sufficient ability and an equivalent incentive to invest and compete in the assets and businesses as Exxon had before the Merger, and to remedy the lessening of competition in the refining and marketing of CARB gasoline and other petroleum products resulting from the proposed Merger as alleged in the Commission's Complaint.

III.

IT IS FURTHER ORDERED that:

- A. Respondents shall divest the Exxon Guam Assets to a single acquirer, absolutely and in good faith and at no minimum price, within nine (9) months from the date Respondents execute the Agreement Containing Consent Orders.
- B. Respondents shall offer the acquirer of the Exxon Guam Assets an indemnity, subject to the prior approval of the Commission and to be effective upon the Effective Date of Divestiture of the Exxon Guam Assets, which indemnity shall allocate among Respondents and the acquirer, on such terms as the Respondents and the acquirer agree, responsibility with respect to potential claims and liabilities arising out of failure to comply

with local, state, and federal environmental obligations in connection with the Retail Sites that are divested or assigned pursuant to this Paragraph.

- C. Respondents shall divest the Exxon Guam Assets and enter into the agreement as required by subparagraphs III.A. and III.B., only to a single acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission; provided, however, that, with respect to assets that are to be divested or agreements entered into pursuant to this paragraph at the acquirer's option, Respondents need not divest such assets or enter into such agreements only if the acquirer chooses not to acquire such assets or enter into such agreements and the Commission approves the divestiture without such assets or agreements.
- D. No later than the Effective Date of Divestiture of the Exxon Guam Assets, Respondents shall cancel all Existing Lessee Agreements and Existing Supply Agreements between Exxon and Exxon Lessee Dealers and Exxon

- A. Respondents shall divest the Exxon Northeast Marketing Assets to a single acquirer, absolutely and in good faith and at no minimum price, within nine (9) months from the date Respondents execute the Agreement Containing Consent Orders.
- B. Respondents shall, upon the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, assign to the acquirer of the Exxon Northeast Marketing Assets (1) all Existing Lessee Agreements with respect to the Exxon Northeast Marketing Assets in effect as of the Effective Date of Divestiture of Exxon Northeast Marketing Assets and (2) all Existing Supply Agreements between Exxon and Exxon Branded Sellers in effect as of the Effective Date of Divestiture of Exxon Northeast Marketing Assets with respect to Retail Sites in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine.
- C. Respondents shall enter into an agreement with the acquirer of the Exxon Northeast Marketing Assets, the terms of which and subsequent amendments to which shall be subject to the prior approval of the Commission and which shall be effective upon the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, pursuant to which the acquirer of the Exxon Northeast Marketing Assets will receive, for a period of ten (10) years from the Effective Date of Divestiture of the Exxon Northeast Marketing Assets: (1) the exclusive right to sell Branded Fuels under the Exxon brand in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine, except as permitted by subparagraphs IV.G. and IV.H., and (2) the exclusive right to use Exxon's brand name in connection with the sale of Branded Fuels under the Exxon brand in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine, including the exclusive rights to use Exxon's identification signs, trademarks, and other trade indicia, and the non-exclusive right to accept and process Exxon credit cards, in connection with such sales of Exxon Branded Fuels. Such agreement shall provide for the provision of credit card services, additive, and such brand support as the acquirer may choose to purchase and may provide for payments covering Respondents' costs for provision of credit card services, additive, and such brand support as the acquirer may choose to purchase. The agreement shall not provide for any payment by the acquirer to Respondents for the use of the brand name for the first five years of the agreement, but may provide for additional payments, beginning five (5) years after the Effective Date of Divestiture of the Exxon Northeast Marketing Assets and escalating each year until the end of the ten (10) year term, by the acquirer to Respondents for the use of Exxon's identification signs, trademarks, and other trade indicia. Acquirer's payments for credit card services, additive and the use of Exxon's brand, but not including such other brand support as acquirer may choose to purchase, shall not exceed 2.5 cents per gallon, except that the agreement may

provide for an annual minimum payment to which Respondents and the acquirer agree, subject to approval of the Commission. At the end of the ninth year after the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, Respondents shall offer to meet with the acquirer to discuss a renewal of the agreement.

- D. Respondents shall offer the acquirer of the Exxon Northeast Marketing Assets an indemnity, subject to the prior approval of the Commission and to be effective upon the Effective Date of Divestiture of the Exxon Northeast Marketing Assets, which indemnity shall allocate among Respondents and the acquirer, on such terms as the Respondents and the acquirer agree, responsibility with respect to potential claims and liabilities arising out of failure to comply with local, state, and federal environmental obligations in connection with the Retail Sites that are divested or assigned pursuant to this Paragraph.
- E. Respondents shall divest the Exxon Northeast Marketing Assets, assign the Existing Lessee Agreements and Existing Supply Agreements, and enter into the agreements as required by subparagraphs IV.A., IV.B., IV.C., and IV.D. to a single acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission; provided, however, that, with respect to assets that are to be divested or agreements entered into pursuant to this paragraph at the acquirer's option, Respondents need not divest

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

H.

with respect to a Retail Site in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine, and Respondents shall continue in effect all programs and other business practices aimed at maintaining existing relationships with Exxon Branded Sellers with respect to Retail Sites in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine and shall otherwise seek to preserve such relationships as diligently as was done prior to the time Respondents executed the Agreement Containing Consent Orders. Respondents shall offer to all Exxon Branded Distributors in States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine the program set forth in Appendix A.

- J. The purpose of the divestiture of the Exxon Northeast Marketing Assets, the assignment of the Existing Supply Agreements, and of the other provisions of this paragraph is to ensure the continued use of the assets comprising Exxon's marketing business in these states as a viable, on-going business, in the same business in which they were engaged at the time of the announcement of the proposed Merger, and to remedy the lessening of competition in the wholesale and retail sale of gasoline in the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine, resulting from the proposed Merger, as alleged in the Commission's Complaint.

V.

IT IS FURTHER ORDERED that

- A. Respondents shall divest the Mobil Mid-Atlantic Marketing Assets to a single acquirer, absolutely and in good faith and at no minimum price, within nine (9) months from the date Respondents execute the Agreement Containing Consent Orders.
- B. Respondents shall, upon the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, assign to the acquirer of the Mobil Mid-Atlantic Marketing Assets (1) all Existing Lessee Agreements with respect to the Mobil Mid-Atlantic Marketing Assets in effect as of the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets and (2) all Existing Supply Agreements between Mobil and Mobil Branded Sellers in effect as of the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets with respect to Retail Sites in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia.
- C. Respondents shall enter into an agreement with the acquirer of the Mobil Mid-Atlantic Marketing Assets, the terms of which and subsequent amendments to

which shall be subject to the prior approval of the Commission, which shall be effective upon the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, pursuant to which the acquirer of the Mobil Mid-Atlantic Marketing Assets will receive, for a period of ten (10) years from the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets: (1) the exclusive right (except with respect to Retail Sites at Turnpike Locations to the extent that Respondents have failed to assign or terminate their rights in connection therewith) to sell Branded Fuels under the Mobil brand in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia, except as permitted by subparagraphs V.G. and V.H., and (2) the exclusive right (except with respect to Turnpike Locations to the extent that Respondents have failed to assign or terminate their rights in connection therewith) to use Mobil's brand name in connection with the sale of Branded Fuels under the Mobil brand in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia, including the exclusive rights to use Mobil's identification signs, trademarks, and other trade indicia, and the non-exclusive right to accept and process Mobil credit cards in connection with such sales of Mobil Branded Fuels. Such agreement shall provide for the provision of credit card services, additive, and such brand support as the acquirer may choose to purchase and may provide for payments covering Respondents' costs for provision of credit card services, additive, and such brand support as the acquirer may choose to purchase. The agreement shall not provide for any payment by the acquirer to Respondents for the use of the brand name for the first five years of the agreement, but may provide for additional payments, beginning five (5) years after the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets and escalating each year until the end of the ten (10) year term, by the acquirer to Respondents for the use of Mobil's identification signs, trademarks, and other trade indicia. Acquirer's payments for credit card services, additive and the use of Mobil's brand, but not including such other brand support as acquirer may choose to purchase, shall not exceed 2.5 cents per gallon, except that the agreement may provide for an annual minimum payment to which Respondents and the acquirer agree, subject to approval of the Commission. At the end of the ninth year after the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Respondents shall offer to meet with the acquirer to discuss a renewal of the agreement.

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

- E. Respondents shall divest the Mobil Mid-Atlantic Marketing Assets, assign the Existing Lessee Agreements and Existing Supply Agreements, and enter into the agreements as required by subparagraphs V.A., V.B., V.C., and V.D. only to a single acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission; provided, however, that, with respect to assets that are to be divested or agreements entered into pursuant to this paragraph at the acquirer's option, Respondents need not divest such assets or enter into such agreements only if the acquirer chooses not to acquire such assets or enter into such agreements and the Commission approves the divestiture without such assets or agreements.

- F. Upon the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Respondents shall allow the acquirer of the Mobil Mid-Atlantic Marketing Assets the non-exclusive right to sell other Mobil Branded Products (e.g., motor oil) at the acquirer's Mobil branded Retail Sites in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia. The acquirer's access to all such other products or services acquired from Respondents for resale at such Retail Sites shall be on commercial, arm's length terms no less favorable than those given by Respondents to other wholesale purchasers. Upon the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Respondents shall allow a Mobil Branded Seller or Mobil Lessee Dealer that was Mobil'

Mobil Lessee Dealer for resale at any Retail Site in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia that sold Mobil Branded Fuels as of the date Respondents executed the Agreement Containing Consent Orders. This subparagraph shall not prohibit sales, solicitations, discussions or negotiations involving brands other than the Mobil brand with respect to Retail Sites that were not Mobil branded Retail Sites as of the date Respondents execute the Agreement Containing Consent Orders.

- H. Notwithstanding the provisions of subparagraph V.C. and V.G., in the event that the acquirer of the Mobil Mid-Atlantic Marketing Assets ceases to use the Mobil brand in the District of Columbia or in any of the States of New Jersey, Pennsylvania, Delaware, Maryland, or Virginia pursuant to the agreement conveying the right to use the brand described in V.C., Respondents shall have the right to use the brand in such District or State beginning two (2) years after the acquirer of the Mobil Mid-Atlantic Marketing Assets ceases to use the brand in such District or State, but in no event prior to five (5) years after the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets.
- I. Until the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets, Respondents shall take such actions as are necessary to maintain the viability and marketability of the assets and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets, except for ordinary wear and tear, including, but not limited to, continuing in effect and maintaining all proprietary trademarks, trade names, logos, trade dress, identification signs, Business Format Franchise agreements, and renewing or extending any base leases or ground leases that expire or terminate prior to the Effective Date of Divestiture of the Mobil Mid-Atlantic Marketing Assets. Until the assignments of Existing Supply Agreements provided by subparagraph V.B. occur, Respondents shall not attempt in any way to encourage any Mobil Branded Seller to terminate, nor shall Respondents terminate (except for reasons set out in § 2802(c) of the Petroleum Marketing Practices Act, 15 U.S.C. § 2802(c)), an Existing Supply Agreement with respect to a Retail Site in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia, and Respondents shall continue in effect all programs and other business practices aimed at maintaining existing relationships with Mobil Branded Sellers with respect to Retail Sites in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia and shall otherwise seek to preserve such relationships as diligently as was done prior to the time Respondents executed the Agreement Containing Consent Orders. Respondents shall offer to all Mobil Branded Distributors in District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia the program set forth in Appendix A.

- J. The purpose of the divestiture of the Mobil Mid-Atlantic Marketing Assets, the assignment of the Existing Supply Agreements, and of the other provisions of this Paragraph is to ensure the continued use of the assets comprising Mobil's marketing business in these states as a viable, on-going business, in the same business in which they were engaged at the time of the announcement of the proposed Merger, and to remedy the lessening of competition in the wholesale and retail sale of gasoline in the District of Columbia and the States of New Jersey, Pennsylvania, Delaware, Maryland, and Virginia resulting from the proposed Merger, as alleged in the Commission's Complaint.

VI.

IT IS FURTHER ORDERED that:

- A. Respondents shall divest the Mobil Texas Marketing Assets to a single acquirer, absolutely and in good faith and at no minimum price, within nine (9) months from the date Respondents execute the Agreement Containing Consent Orders.
- B. Respondents shall divest the Mobil Texas Marketing Assets only to:
- (1) 7-Eleven, Inc., formerly known as Southland Corporation, or
 - (2) an acquirer that receives the prior approval of the Commission,
- and, as to either acquirer, only in a manner that receives the prior approval of the Commission; provided, however, that, with respect to assets that are to be divested or agreements entered into pursuant to this paragraph at the acquirer's option,

acquirer chooses not to acquire such assets or enter into such agreements and the Commission approves the divestiture without such assets or agreements.

- E. Respondents shall, within nine (9) months from the date Respondents execute the Agreement Containing Consent Orders, assign to a single person in each of the Texas MSAs (each of whom shall be a “Mobil Texas Assignee”) that receives the prior approval of the Commission, all Existing SSS:ly Agreements between Mobil

other products or services acquired from Respondents for resale at such Retail Sites shall be on commercial, arm's length terms no less favorable than those given by Respondents to other wholesale purchasers. Upon the effective date of the assignment to the Mobil Texas Assignee(s), Respondents shall allow a Mobil Branded Seller or Mobil Lessee Dealer that was Mobil's franchisee with respect to a Business Format Franchise as of the effective date of the assignment to the Mobil Texas Assignee(s) to continue as Respondents' franchisee with respect to such Business Format Franchise. Respondents shall not object to an assumption by the acquirer of Respondents' obligations as Business Format Franchisee, subject to any applicable approvals required of the Business Format Franchisor.

- H. Respondents shall offer each Mobil Texas Assignee an indemnity, subject to the prior approval of the Commission and to be effective upon the effective date of the pertinent assignment, which indemnity shall allocate among Respondents and the assignee, on such terms as the Respondents and the assignee agree, responsibility with respect to potential claims and liabilities arising out of failure to comply with local, state, and federal environmental obligations in connection with the Retail Sites that are assigned to the assignee pursuant to subparagraph VI.E.
- I. Respondents shall not, except as requested by the Mobil Texas Assignee(s) in a Texas MSA, (1) sell or attempt to sell, for twelve (12) years from the effective date of the assignment to the Mobil Texas Assignee(s) in that MSA, Branded Fuels under the Mobil brand for sale or resale at Retail Sites in the Texas MSAs;

in that MSA, but in no event prior to five (5) years after the effective date of the assignment.

- K. Until the Effective Date of Divestitures of the Mobil Texas Marketing Assets and Mobil's TETCO Interest, Respondents shall take such actions as are necessary to maintain the viability and marketability of the respective assets and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the respective 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, Business Format Franchise agreements, and renewing or extending any base leases or ground leases that expire or terminate prior to the Effective Date of Divestiture of the Mobil Texas Marketing Assets. Until the assignments of Existing Supply Agreements provided by subparagraph VI.E. occur, Respondents shall not attempt in any way to encourage any Mobil Branded Seller to terminate, nor shall Respondents terminate (except for reasons set out in § 2802(c) of the Petroleum Marketing Practices Act, 15 U.S.C. § 2802(c)), an Existing Supply Agreement with respect to a Retail Site in the Texas MSAs, and Respondents shall continue in effect all programs and other business practices aimed at maintaining existing relationships with Mobil Branded Sellers with respect to Retail Sites in the Texas MSAs and shall otherwise seek to preserve such relationships as diligently as was done prior to the time Respondents executed the Agreement Containing Consent Orders. Respondents shall offer to all Mobil Branded Distributors in the Texas MSAs the program set forth in Appendix A.
- L. The purpose of the divestiture of the Mobil Texas Marketing Assets, Mobil's TETCO Interest, the assignment of the Existing Supply Agreements, and of the other provisions of this Paragraph is to ensure the continued use of the assets comprising Mobil's marketing business in the Texas MSAs as viable, on-going businesses, in the same businesses in which they were engaged at the time of the announcement of the proposed Merger, and to remedy the lessening of competition in the wholesale and retail sale of gasoline in the Texas MSAs resulting from the proposed Merger, as alleged in the Commission's Complaint.

VII.

IT IS FURTHER ORDERED that:

- A. Respondents shall divest the Mobil Boston Terminal, absolutely and in good faith and at no minimum price, within nine (9) months from the date Respondents execute the Agreement Containing Consent Orders.
- B. Respondents shall divest the Mobil Boston Terminal to an acquirer that receives the prior approval of the Commission and only in a manner that receives the prior

approval of the Commission; provided, however, that, with respect to assets that are to be divested or agreements entered into pursuant to this paragraph at the acquirer's option, Respondents need not divest such assets or enter into such agreements only if the acquirer chooses not to acquire such assets or enter into such agreements and the Commission approves the divestiture without such assets or agreements.

- C. Until the Effective Date of Divestiture of the Mobil Boston Terminal, Respondents shall take such actions as are necessary to maintain the viability and marketability of the assets and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets, except for ordinary wear and tear.
- D. The purpose of this Paragraph is to ensure the continuation of the Mobil Boston Terminal as an ongoing, viable enterprise engaged in the Terminaling of gasoline and other petroleum products, and to remedy the lessening of competition resulting from the Merger in Terminaling markets as alleged in the Commission's complaint.

VIII.

IT IS FURTHER ORDERED that:

- A. Respondents shall divest the Mobil Manassas Terminal, absolutely and in good faith and at no minimum price, within nine (9) months from the date Respondents execute the Agreement Containing Consent Orders.
- B. Respondents shall divest the Mobil Manassas Terminal to an acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission;
- C. Until the Effective Date of Divestiture of the Mobil Manassas Terminal, Respondents shall take such actions as are necessary to maintain the viability and marketability of the assets and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets, except for ordinary wear and tear.
- D. The purpose of this Paragraph is to ensure the continuation of the Mobil Manassas Terminal as an ongoing, viable enterprise engaged in the Terminaling of gasoline and other petroleum products, and to remedy the lessening of competition resulting from the Merger in Terminaling markets as alleged in the Commission's complaint

IX.

IT IS FURTHER ORDERED that:

- A. Respondents shall divest, absolutely and in good faith and at no minimum price, within nine (9) months from the date Respondents execute the Agreement Containing Consent Orders, either all of Mobil's interest in Colonial or all of Exxon's interest in Plantation.
- B. Respondents shall divest the Colonial or Plantation interest identified in subparagraph A. above only to an acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission.
- C. Pending divestiture of either Mobil's interest in Colonial or Exxon's interest in Plantation, Respondents shall not serve on Colonial's board of directors or any committee thereof, attend meetings of Colonial's board of directors or any committee thereof, vote any of Mobil's stock in Colonial (provided, however, that Respondents shall vote its stock in Colonial to create unanimity only when unanimous action by all owners of Colonial is required and Respondents' vote is necessary to create unanimity), or receive any information from Colonial not made available to all shippers or to the public at large, except that a representative of Respondents may observe meetings of the Colonial Board of Directors and may receive and use nonpublic information of Colonial solely for the purpose of effectuating the divestiture of Mobil's interest in Colonial pursuant to this Order. Said representative of Respondents shall be identified to the Commission, shall not divulge any nonpublic Colonial information to Respondents (other than employees of Respondents whose sole responsibility is to effectuate the divestiture, and agents of Respondents specifically retained for the purpose of effectuating the divestiture), and shall acknowledge these obligations in writing to the Commission.
- D. The purpose of the divestiture of either the Colonial or Plantation pipeline interest is to prevent an overlap of ownership in both of these pipeline systems and to remedy the lessening of competition resulting from the proposed Merger as alleged in the Commission's Complaint.

X.

IT IS FURTHER ORDERED that

- A. Respondents shall divest, absolutely and in good faith and at no minimum price, within nine (9) months from the date Respondents execute the Agreement Containing Consent Orders, all of Mobil's interest in TAPS; provided, however, that divestiture of (1) Mobil's interest in the Prince William Sound Oil Spill Response Corporation and (2) Mobil's interest in the terminal tankage governed

by Section 3.2 of the Trans Alaska Pipeline System Agreement in excess of a 3% interest in such tankage, shall be at the acquirer's option.

- B. Respondents shall divest Mobil's interest in TAPS only to an acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission; provided, however, that, with respect to assets that are to be divested or agreements entered into pursuant to this paragraph at the acquirer's option, Respondents need not divest such assets or enter into such agreements only if the acquirer chooses not to acquire such assets or enter into such agreements and the Commission approves the divestiture without such assets or agreements.
- C. Until the Effective Date of Divestiture of Mobil's interest in TAPS, Respondents shall take such actions as are necessary to maintain the viability and marketability of the assets and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets, except for ordinary wear and tear.
- D. The purpose of the divestiture of Mobil's interest in TAPS is to prevent the combination of Mobil's and Exxon's interest in TAPS and to remedy the lessening of competition resulting from the proposed Merger as alleged in the Commission's Complaint.
- E. For a period of ten (10) years from the Effective Date of Divestiture of Mobil's interest in TAPS, Respondents shall not (1) reacquire Mobil's interest in TAPS or (2) enter into any joint venture (except one in which the owners of at least 75% of TAPS participate) in which all or substantially all of Mobil's interest in TAPS is managed, operated or controlled by such joint venture without providing the Commission with advance notification. Said notification shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended (hereinafter referred to as "the Notification"), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of Respondents and not of any other party to the transaction. Respondents shall provide the Notification to the Commission at least sixty (60) days prior to consummating the transaction (hereinafter referred to as the "first waiting period"). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), Respondents shall not consummate the transaction until twenty (20) days after submitting such additional information or documentary material. Early termination of the waiting periods in this Paragraph may be requested and, where appropriate, granted by letter from the

Bureau of Competition. Provided, however, that prior notification shall not be required by this Paragraph for a transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

XI.

IT IS FURTHER ORDERED that, within ten (10) days from the date this Order

mutually agreed upon between the acquirer and Respondents, Respondents shall not solicit for the purpose of selling Jet Turbine Oils any commercial aviation customers to which Exxon has sold any Jet Turbine Oils between January 1, 1999, and the Effective Date of Divestiture of the Exxon Jet Turbine Oil Business. Respondents may approach such customers for the purpose of selling products other than Jet Turbine Oils. To the extent that

6. Respondents shall require that, as a condition of continued employment with Respondents after the divestiture of the Exxon Jet Turbine Oil Business, any of Respondents' employees with knowledge of Jet Turbine Oil Formulations, trade secrets, know-how, and other intellectual property conveyed to the acquirer pursuant to this Paragraph XII enter into agreements with the acquirer not to disclose to Respondents or to any third party any such intellectual property, except that such agreements may permit such employees to disclose to Respondents intellectual property other than Jet Turbine Oil Formulations for uses outside the Field of Jet Turbine Oils. To permit the acquirer to protect the confidentiality of intellectual property conveyed to it, Respondents shall assign to the acquirer (to the extent assignable) such rights under contracts between Exxon and its former employees as require such employees to preserve the confidentiality of such intellectual property. To the extent that such agreements with Exxon's former employees are not assignable, Respondents shall enforce such confidentiality provisions at the request and expense, and with the assistance of, the acquirer. Respondents shall not accept, nor seek to obtain, from any current or former employee of Exxon,
 - a. for any use, Jet Turbine Oil Formulations, or
 - b. for use within the Field of Jet Turbine Oils, other intellectual property conveyed to the acquirer pursuant to this Paragraph XII,except (x) with the consent of the acquirer, or (y) as required to comply with this Order or prosecute, defend, or enforce patents, patent applications and claims relating to the Exxon Jet Turbine Oil Business where (i) those who receive such information enter into confidentiality agreements with the acquirer not to disclose or use, other than for the purposes listed in provision (y), any intellectual property conveyed to the acquirer, and (ii) Respondents use their best efforts to obtain a protective order to protect the confidentiality of such intellectual property during any adjudication.
7. Respondents shall provide Key Exxon Jet Turbine Oil Employees with the following financial incentives to continue in their employment positions

- b. A bonus equal to thirty (30) percent of the employee's annual salary (including any other bonuses) as of the Effective Date of Divestiture of the Exxon Jet Turbine Oil Business for any individual who agrees to employment with the acquirer, payable upon the beginning of employment by the acquirer. For Pat Godici, the bonus shall be one hundred (100) percent of his annual salary.

With respect to Key Exxon Jet Turbine Oil Employees, compliance with such incentives shall constitute the “reasonable steps” required by subparagraph XII.B.5. For a period of at least three (3) years following the Effective Date of Divestiture of the Exxon Jet Turbine Oil Business, Respondents shall not hire or solicit Key Exxon Jet Turbine Oil Employees who accept offers of employment from the acquirer unless the employees have been terminated by the acquirer. Respondents shall not offer incentives to Key Exxon Jet Turbine Oil Employees to stay with

Business, Respondents shall not use the mark and slogan “Fly with the Tiger” in the marketing, customer support, or sale of Jet Turbine Oils. Respondents shall not be required to allow the acquirer to use the names “ETO” and “Exxon Turbo Oil,” except that Respondents shall allow the acquirer to use the term “turbo oil” and shall allow the acquirer to identify its products (for a period of one (1) year from the Effective Date of

Respondents use their best efforts to obtain a protective order to protect the confidentiality of such intellectual property during any adjudication.

11. Following the Effective Date of Divestiture of the Exxon Jet Turbine Oil Business, Respondents shall not manufacture or sell any Jet Turbine Oils that have the same formulation or product name as any Jet Turbine Oils

1. Respondents shall assign to the acquirer all contracts for the supply of Jet Turbine Oils by Mobil, where permissible under applicable law and/or the terms of the contracts. With respect to existing non-assignable approvals, permits or contracts with customers for the purchase of Jet Turbine Oils, Respondents shall use best efforts to assist in the transfer to the acquirer of such contracts. Best efforts shall include a written reasoned recommendation, the provision to the acquirer of all information and records available to Mobil relating to such customers, the provision to the acquirer of available customer contact data and information on the customer decision maker(s) and, if the acquirer so requests in accordance with reasonable commercial practice, the organization of joint visits with the acquirer to such customers.

2. For a two (2) year period from the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business and subject to terms and conditions to be mutually agreed upon between the acquirer and Respondents, Respondents

research, manufacturing, and supervisory personnel associated with the Mobil Jet Turbine Oil Business to accept offers of employment from the acquirer. For a period of at least two (2) years following the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business, Respondents shall not hire or solicit Mobil Jet Turbine Oil Employees who accept such offers unless the employees have been terminated by the acquirer. Respondents shall not offer incentives to Mobil Jet Turbine Oil Employees to stay with Respondents, and shall not assign Mobil Jet Turbine Employees to Respondents' Jet Turbine Oils business for a period of at least two (2) years following the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business.

6. Respondents shall require that, as a condition of continued employment with Respondents after the divestiture of the Mobil Jet Turbine Oil Business, any of Respondents' employees with knowledge of Jet Turbine Oil Formulations, trade secrets, know-how, and other intellectual property conveyed to the acquirer pursuant to this Paragraph XII enter into agreements with the acquirer not to disclose to Respondents or to any third party any such intellectual property, except that such agreements may permit such employees to disclose to Respondents intellectual property other than Jet Turbine Oil Formulations for uses outside the Field of Jet Turbine Oils. To permit the acquirer to protect the confidentiality of intellectual property conveyed to it, Respondents shall assign to the acquirer (to the extent assignable) such rights under contracts between Mobil and its former employees as require such employees to preserve the confidentiality of such intellectual property. To the extent that such agreements with Mobil's former employees are not assignable, Respondents shall enforce such confidentiality provisions at the request and

order to protect the confidentiality of such intellectual property during any adjudication.

7. Respondents shall provide Key Mobil Jet Turbine Oil Employees with the following financial incentives to continue in their employment positions pending divestiture and to accept employment with the acquirer at the time of the divestiture or at any time within two (2) years thereafter:
 - a. Vesting of all pension benefits current and accrued as of the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business;
 - b. A bonus equal to thirty (30) percent of the employee's annual salary (including any other bonuses) as of the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business for any individual who agrees to employment with the acquirer, payable upon the beginning of employment by the acquirer.

With respect to Key Mobil Jet Turbine Oil Employees, compliance with such incentives shall constitute the “reasonable steps” required by subparagraph XII.C.5. For a period of at least three (3) years following the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business, Respondents shall not hire or solicit Key Mobil Jet Turbine Oil Employees who accept offers of employment from the acquirer unless the employees have been terminated by the acquirer. Respondents shall not offer incentives to Key Mobil Jet Turbine Oil Employees to stay with Respondents, and shall not assign Key Mobil Jet Turbine Employees to Respondents’ Jet Turbine Oils business for a period of at least three (3) years following the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business. If any researchers associated with the Mobil Jet Turbine Oil Business continue to be employed by Respondents after the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business, Respondents shall, at the acquirer’s option, assign each of them as consultants to the acquirer for up to full-time for two years, with the acquirer paying (a) a prorated share of each such employee’s salary and employee benefits and (b) reasonable travel expenses (including meals and lodging).

8. Respondents shall place no restrictions on the use by the acquirer of any of the business or assets of the Mobil Jet Turbine Oil Business, other than the field of use restrictions set forth in this Paragraph XII and in the definition of “Mobil Jet Turbine Oil Business.”
9. Notwithstanding any other provisions of this Paragraph XII, Respondents shall not be required to allow the acquirer to use the “Mobil” name and/or

trademark (or the Red O, Pegasus Character, Airplane Character, or AVREX trademarks), except that Respondents shall allow the acquirer to identify itself (for a period of one (1) year from the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business) as the acquirer of the Mobil Jet Turbine Oil Business. For a period of two (2) years after the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business, Respondents shall not use the “Mobil” name and/or trademark (or the Red O, Pegasus Character, Airplane Character, or AVREX trademarks) in connection with the marketing or sale of Jet Turbine Oils, except that Respondents may use the word “Mobil” as part of the “Exxon Mobil” name and/or trademark.

10. Respondents shall convey to the acquirer all copies of records containing Jet Turbine Oil Formulations of the Mobil Jet Turbine Oil Business. Respondents shall provide the acquirer with all records containing any other intellectual property to be conveyed to the acquirer to the extent that such records are located at the facilities used by the Mobil Jet Turbine Oil Business, or were moved from such locations after November 1, 1999. Respondents may redact from the records conveyed to the acquirer information that pertains neither to the Mobil Jet Turbine Oil Business nor the Field of Jet Turbine Oils. Respondents may retain copies of the records conveyed to the acquirer if they pertain to businesses other than the Mobil Jet Turbine Oil Business, provided that Respondents redact therefrom all information pertaining solely to the Mobil Jet Turbine Oil Business. Provided further, however, that counsel for Respondents may retain unredacted copies of all records provided to the acquirer in order to comply with this Order and prosecute, defend, and enforce patents, patent applications, and claims relating to the Mobil Jet Turbine Oil Business if (i) those who view such unredacted records enter into confidentiality agreements with the acquirer not to disclose or use other than for such purposes any intellectual property conveyed to the acquirer, and (ii) Respondents use their best efforts to obtain a protective order to protect the confidentiality of such intellectual property during any adjudication.
11. Following the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business, Respondents shall not manufacture or sell any Jet Turbine Oils that have the same formulation or product name as any Jet Turbine Oils manufactured or sold by the Mobil Jet Turbine Oil Business at any time prior to the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business.
12. With respect to Mobil’s contracts for the distribution of Jet Turbine Oils, Respondents shall, at the acquirer’s option, use their best efforts to assist

the acquirer in securing contractual rights with distributors of Mobil Jet Turbine Oils comparable to the rights in Mobil's distributor contracts used by Mobil to distribute Jet Turbine Oils.

13. The trustee shall have the power to divest to the acquirer any other assets of Mobil if and to the extent necessary to permit the Mobil Jet Turbine Oil Business to remain viable after divestiture. Such assets may include, but shall not be limited to, intellectual property relating to products (other than, and in addition to, Jet Turbine Oils) produced by the manufacturing facilities of the Mobil Jet Turbine Oil Business.
 14. For one (1) year following the Effective Date of Divestiture of the Mobil Jet Turbine Oil Business, Respondents shall promptly upon the acquirer's request offer to the acquirer technical assistance in transferring and gaining approvals and certifications.
- D. The purpose of the divestiture of the Exxon Jet Turbine Oil Business or the Mobil Jet Turbine Oil Business is to ensure that either the Exxon Jet Turbine Oil Business or the Mobil Jet Turbine Oil Business is independent of, and is a viable and vigorous competitor to, the Jet Turbine Oil business retained by Respondents, and to remedy the lessening of competition resulting from the proposed Merger in markets for Jet Turbine Oils as alleged in the Commission's Complaint.

XIII.

IT IS FURTHER ORDERED that for so long as Mobil's Norfolk Wharf is owned by Respondents, Respondents shall not provide the "prior written notice of termination" set forth in Section III of the Wharf Agreement dated October 1, 1992, as amended, between Mobil Oil Corporation and Louis Dreyfus Energy Corporation, predecessor of TransMontaigne, Inc., respecting TransMontaigne, Inc.'s access to Mobil's Norfolk Wharf.

XIV.

IT IS FURTHER ORDERED that:

- A. Within six (6) months of the date Respondents execute the Agreement Containing Consent Orders, Respondents shall offer, in good faith, to amend the Mobil-Valero Paulsboro Agreement in compliance with this Paragraph and in the manner set forth in Appendix D (Confidential). Respondents shall offer only such terms as have received the prior approval of the Commission. At the time Respondents submit their proposed terms to the Commission for its approval, they shall also provide a copy to Valero. The amendment subsequently offered to Valero shall consist only of the terms approved by the Commission, and shall not be

conditioned on Valero's acceptance of any other terms. The offer shall be held open for one (1) year after the Commission approves Respondents' proposed terms. If Valero accepts the offer, Respondents shall comply with the Mobil-Valero Paulsboro Agreement as amended, and any failure by Respondents to comply with any provision of the amendments offered to and accepted by Valero shall constitute a failure to comply with this Order; provided, however, that such failure shall not be a basis for the appointment of a trustee pursuant to Paragraph XV or for the alternative remedy set forth in Paragraph XV.

- B. Within nine (9) months of the date the Merger is consummated, Respondents shall enter into Base Oil supply contract(s) that receive the prior approval of the Commission with at least one, but not more than three, acquirer(s) that receive the prior approval of the Commission, to supply to acquirer(s) a cumulative total of twelve (12) MBD of Base Oil. Each such contract with each acquirer shall contain the following terms:
1. Respondents will supply Base Oil for a term of ten (10) years.
 2. The Base Oil may be supplied from any or all of the Designated Base Oil Refineries, to be determined by mutual agreement between Respondents and each acquirer.
 3. The agreement shall require the acquirer (a) to take delivery of the Base Oil

to agree on price terms, provided, however, that neither the renegotiated nor arbitrated price terms may be a function of United States or Canadian Base Oil prices. The formula price term of any Base Oil to be supplied shall not be calculated as a function of any United States or Canadian price of Base Oil, but may be calculated as a function of any widely-traded commodity (e.g., any petroleum product traded on the NYMEX).

Respondents shall comply with such Base Oil supply contract(s), and any failure by Respondents to comply with any provision of any such Base Oil contract shall constitute a failure to comply with this Order; provided, however, that such failure shall not be a basis for the appointment of a trustee pursuant to Paragraph XV or

Texas Marketing Assets, and the applicable brand name; (5) in connection with Paragraph X, Exxon's Interest in TAPS; (6) in connection with Paragraph XII, Mobil's Jet Turbine Oil Business; and (7) in connection with Paragraph XIV, the Mobil Beaumont Refinery Assets. Provided, however, that with respect to Paragraphs IV and V, the trustee may enter into an agreement with the acquirer, granting the acquirer rights to the Exxon or Mobil brand, as the case may be, on a royalty-free basis for up to twenty years, with the right to renew indefinitely thereafter on an annual basis, at the acquirer's option, on further terms to which the Respondents and the acquirer agree or, in the absence of agreement, on commercially reasonable terms as determined by binding arbitration (instead of the ten-year period as specified in subparagraphs IV.C. and V.C.).

Provided, further, however, that if within the applicable time period Respondents have divested and assigned rights with respect to at least 95% of the Retail Sites as to which divestiture or assignment is required in (a) for Paragraph II, California; (2) for Paragraph IV, the States of New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, or Maine; (3) for Paragraph V, the District of Columbia or the States of Virginia, Maryland, Delaware, Pennsylvania, or New Jersey; and (4) for Paragraph VI, the Texas MSAs, as the case may be, and Respondents have been enjoined by any court from divesting or assigning, or have been prevented from divesting or assigning despite attempting in good faith to complete such divestitures or assignments, the remaining 5% of the Retail Sites required to be divested and assigned, Respondents shall have an additional six (6) months to complete the required divestitures and assignments and Respondents' failure to have completed the divestitures and assignments with respect to the remaining Retail Sites shall not constitute non-compliance for purposes of this Order until the expiration of the additional six (6) month period. If Respondents have not divested the remaining assets or assigned the applicable Existing Lessee Agreements or Existing Supply Agreements by the end of the extended period, the Commission may appoint a person or persons to act as trustee (or trustees) pursuant to this paragraph to divest those remaining assets but not the substitute assets described above in this subparagraph.

- B. In the event that the Commission or the United States Attorney General brings an action pursuant to § 5(l) of the Federal Trade Commission Act, 15 U.S.C. § 45(l), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a trustee in such action. Neither the appointment of a trustee nor a decision not to appoint a trustee under this Paragraph shall preclude the Commission or the United States Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed trustee, pursuant to § 5(l) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the Respondents to comply with this Order.

- C. If a trustee is appointed by the Commission or a court pursuant to Paragraph XV.A. of this Order, Respondents shall consent to the following terms and conditions regarding the trustee's powers, duties, authority, and responsibilities:
1. The Commission shall select the trustee or trustees, subject to the consent of Respondents, which consent shall not be unreasonably withheld. The trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed trustee within ten (10) days after notice by the staff of the Commission to Respondents of the identity of any proposed trustee, Respondents shall be deemed to have consented to the selection of the proposed trustee.
 2. Subject to the prior approval of the Commission, the trustee shall have the exclusive power and authority to divest the assets to be divested, assign the agreements required to be assigned, and enter into the required agreements, thereby binding Respondents, all on such terms and conditions as are necessary to comply with the requirements of the applicable paragraph, to comply with all applicable laws, and to effectuate the remedial purposes of this Order. Subject to the prior approval of the Commission, the trustee shall have the sole authority to divest the assets described in subparagraphs XV.A.(2) and (3), in smaller packages as the trustee deems necessary to effectuate divestiture of the assets and to effectuate the remedial purposes of this Order, provided, however, that no package of assets shall comprise less than all the Retail Assets, Existing Lessee Agreements, and Existing Supply Agreements in an individual state or District. Provided, however, that with respect to Paragraphs IV and V, the trustee may enter into an agreement with the acquirer, granting the acquirer rights to the Exxon or Mobil brand, as the case may be, on a royalty-free basis for up to twenty years, with the right to renew indefinitely thereafter on an annual basis, at the acquirer's option, on further terms to which the Respondents and the acquirer agree or, in the absence of agreement, on commercially reasonable terms as determined by binding arbitration (instead of the ten-year period as specified in subparagraphs IV.C. and V.C.).
 3. Within ten (10) days after appointment of the trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission and, in the case of a court-appointed trustee, of the

court, transfers to the trustee all rights and powers necessary to permit the trustee to effect the divestitures required by this Order.

4. The trustee shall have twelve (12) months from the date the Commission approves the trust agreement described in Paragraph XV.C.3. to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve-month period, the trustee has submitted a plan of divestiture or believes that divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission, or, in the case of a court-appointed trustee, by the court.
5. The trustee shall have full and complete access to the personnel, books, records and facilities related to the assets to be divested or to any other relevant information, as the trustee may request. Respondents shall develop such financial or other information as such trustee may request and shall cooperate with the trustee. Respondents shall take no action to interfere with or impede the trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondents shall extend the time for divestiture under this Paragraph in an amount equal to the delay, as determined by the Commission or, for a court-appointed trustee, by the court.
6. The trustee shall use his or her best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously at no minimum price. The divestiture shall be made in the manner and to the acquirer or acquirers as approved by the Commission, as applicable; provided, however, if the trustee receives bona fide offers from more than one acquiring entity for any package of assets, and if the Commission determines to approve more than one such acquiring entity, the trustee shall divest to the acquiring entity or entities selected by Respondents from among those approved by the Commission, provided further, however, that Respondents shall select such entity within five (5) days of receiving notification of the Commission's approval.
7. The trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The trustee shall have the authority to employ, at the cost and expense

of Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the trustee's duties and responsibilities. The trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission and, in the case of a court-appointed trustee, by the court, of the account of the trustee, including fees for his or her services, all remaining monies shall be paid at the direction of the Respondents, and the trustee's power shall be terminated. The trustee's compensation shall be based at least in significant part on a commission arrangement contingent on the trustee's divesting the assets to be divested.

8. Respondents shall indemnify the trustee and hold the trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of any claim, whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the trustee.
9. If the trustee ceases to act or fails to act diligently, a substitute trustee shall be appointed in the same manner as provided in Paragraph XV.A. of this Order.
10. The Commission or, in the case of a court-appointed trustee, the court, may on its own initiative or at the request of the trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestitures required by this Order.
11. The trustee shall have no obligation or authority to operate or maintain the assets to be divested.
12. The trustee shall report in writing to Respondents and the Commission every sixty (60) days concerning the trustee's efforts to accomplish the divestitures.

XVI.

IT IS FURTHER ORDERED that:

- A. Within sixty (60) days after the date this Order becomes final and every sixty (60) days thereafter until Respondents have fully complied with the provisions of Paragraphs II., III., IV., V., VI., VII, VIII, IX, X, XI, XII, XIII, XIV, and XV of this Order, Respondents shall submit to the Commission a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with these Paragraphs. Respondents shall include in their compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with these Paragraphs, including a description of all substantive contacts or negotiations for the divestitures and the identity of all parties contacted. Respondents shall include in their compliance reports copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning divestiture.
- B. One (1) year from the date this Order becomes final, annually for the next nineteen (19) years on the anniversary of the date this Order becomes final, and at other times as the Commission may require, Respondents shall file a verified written report with the Commission setting forth in detail the manner and form in which they have complied and are complying with each provision of this Order.

XVII.

IT IS FURTHER ORDERED that:

- A. 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 the order.
- B. Upon consummation of the Merger, Respondents shall cause Exxon Mobil to be bound by the terms of this Order.

XVIII.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written

request with reasonable notice to Respondents, Respondents shall permit any duly authorized representative of the Commission:

- A. Access, during office hours of Respondent 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 Respondent relating to any matters contained in this Order; and
- B. Upon five 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.

XIX.

IT IS FURTHER ORDERED that, if Respondents fail to complete any of the divestitures required by this Order within the time period required, the Commission may appoint a trustee pursuant to Paragraph XV of this Order to divest the applicable package of assets as described in Paragraph XV (subject to the extension as set forth in Paragraph XV); provided, however, that if Respondents submit an application for approval to divest a package of assets to an acceptable acquirer no later than 65 days before the date by which the Order requires completion of that required divestiture and the Commission subsequently approves the application for approval to divest that package of assets, but Respondents are unable to complete that required divestiture because the Commission has not acted on Respondents' application before the date by which the order requires that Respondents must divest that package of assets, then the time by which Respondents must divest that package of assets shall be extended for one month from the time the Commission approves the application relating to that package of assets.

XX.

IT IS FURTHER ORDERED that if (1) within the time period required for divestiture or other relief pursuant to Paragraphs II, IV, V, VI, X and XII of this Order, Respondents have submitted a complete application in support of the divestiture or other relief (including the acquirer, manner of divestiture and all other matters subject to Commission approval) as required by such paragraphs; and (2) the Commission has approved the divestiture or other relief and has not withdrawn its acceptance; but (3) Respondents have certified to the Commission prior to the expiration of the applicable time period that (a) notwithstanding timely and complete application for approval by Respondents to the State or District under an applicable consent decree to which the State (or District) and Respondents are parties, the State or District has failed to approve the divestiture or other relief that is also required under this Order, or (b) a State or District has filed a timely motion in court seeking to enjoin the proposed divestiture or other relief under an applicable consent decree to which the State (or District) and Respondents are parties, then, (4) with respect to the particular divestiture or other relief that remains unconsummated, the time in which the divestiture or other relief is required under this Order to be complete shall be extended

(a) for ninety (90) days or (b) until the disposition of the motion filed by the State or District pertaining to the proposed divestiture or other relief, whichever is later. During such period of extension, Respondents shall exercise utmost good faith and best efforts to resolve the concerns of the particular State.

XXI.

IT IS FURTHER ORDERED that this Order will terminate on January 26, 2021.

By the Commission, Commissioner Leary recused.

Donald S. Clark

Secretary

SEAL

ISSUED: January 26, 2001

APPENDIX A

Branded Distributor Retention Program

1. Within thirty (30) days of the date Respondents execute the Agreement Containing Consent Orders, Respondents shall establish a fund (the “Fund”) in the amount of \$30,000,000.00 to be distributed within thirty (30) days of the later of (a) twelve (12) months after the date on which Respondents execute the Agreement Containing Consent Orders and (b) ninety (90) days after the last Effective Date of Divestiture pursuant to Paragraphs II., IV., V., and VI. of this Order (hereinafter the “Distribution Date”) in the manner described in subparagraph 3 to eligible Branded Distributors as to which Existing Supply Agreements are to be assigned pursuant to Paragraphs II., IV., V., and VI. of this Order.
2. Branded Distributors as to which Existing Supply Agreements are to be assigned pursuant to Paragraphs II., IV., V. and VI. of this Order shall be eligible for a distribution from the Fund only if:
 - (a.) The assignment of the Branded Distributor’s Existing Supply Agreement with Exxon or Mobil, as applicable, becomes effective within the periods required by subparagraphs II.A., IV.A., V.A., or VI.E. of the Order;
 - (b.) The Branded Distributor has been a Branded Distributor of Branded Fuels under the Exxon or Mobil brand, as applicable, for Respondents or the acquirer or assignee, as applicable, continuously from the date Respondents execute the Agreement Containing Consent Orders to the Distribution Date; and
 - (c.) The aggregate volume of Exxon or Mobil branded gasoline, as applicable, purchased by the Branded Distributor for resale under the Exxon or Mobil brand, as applicable, pursuant to Existing Supply Agreements assigned pursuant to this Order during the twelve (12) calendar months preceding the Distribution Date is at least 95% of the aggregate volume during the twelve (12) calendar months preceding the date Respondents execute the Agreement Containing Consent Orders.
3. Each eligible Branded Distributor shall receive a share of the Fund the numerator of which shall be equal to the Branded Distributor’s purchases of gasoline during the twelve (12) calendar months preceding the Distribution Date from Exxon or Mobil, as applicable, and the acquirer or assignee, as applicable, for resale under the Exxon or Mobil brand, as applicable, at Retail Sites subject to divestiture or assignment under this Order, and the denominator of which shall be equal to the volume of gasoline purchased during the twelve (12) calendar months preceding the Distribution Date by all eligible Branded Distributors from Exxon or Mobil, as applicable, and the acquirer and assignee, as applicable, for resale under the Exxon or Mobil brand, as applicable, at Retail Sites subject to divestiture or assignment under this Order.

APPENDIX B (Confidential)

[Redacted from Public Record Version]

APPENDIX C

Research and Test Equipment of Exxon Jet Turbine Oil Business

Inclined Panel Deposit Test

Pratt & Whitney Pressure Cylinder Test

U.S. Navy Vapor Phase Coker Test

APPENDIX D (Confidential)

[Redacted from Public Record Version]