

1. Respondent BP Amoco is a corporation organized, existing, and doing business under and by virtue of the laws of England and Wales, with its office and principal place of business located at Britannic House, 1 Finsbury Circus, London EC2M 7BA, England. BP Amoco's operating subsidiary in the United States is located at BP Amoco Corporation, 200 East Randolph Drive, Chicago, Illinois 60601-7125.
2. Respondent ARCO 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 333 S. Hope Street, Los Angeles, California 90071.
3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of Respondents, and the proceeding is in the public interest.

ORDER

I.

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

- A. "BP Amoco" means BP Amoco p.l.c., its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by BP Amoco, and the respective directors, officers, employees, agents and representatives, successors, and assigns of each.
- B. "ARCO" means The Atlantic Richfield Company its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by ARCO, and the respective directors, officers, employees, agents and representatives, successors, and assigns of each.
- C. "Respondents" means BP Amoco and ARCO, individually and collectively.
- D. "Commission" means the Federal Trade Commission.
- E. "Phillips" means Phillips Petroleum Company, a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware with its principal place of business at Phillips Building, 422 South Keeler Street, Bartlesville, Oklahoma 74004, and any of its subsidiaries, successors and assigns.
- F. "Acquisition" means the proposed acquisition by BP Amoco of ARCO as described in the March 31, 1999, Agreement and Plan of Merger between BP Amoco and ARCO.

- G. “Alaska Acquirer” means the single entity and any of its subsidiaries, successors and assigns to whom the ARCO Alaska Assets and ARCO Beluga, Inc. are divested by the trustee as required by the terms of the Consent Agreement and Decision and Order.
- H. “Alaska Asset Maintenance Trustee” means the trustee appointed pursuant to Paragraph III of this Order.
- I. “Alaska Held Separate Businesses” means the ARCO Alaska Assets, which includes the Alaska Approval Assets, and all of ARCO’s interest in ARCO Beluga, Inc.
- J. “Alaska Hold Separate Trustee” means the trustee appointed pursuant to Paragraph IV of this Order.
- K. “ARCO Cushing Assets” means:
 - 1. all of ARCO’s assets, properties, businesses and goodwill, tangible and intangible, of and interest in, direct or indirect, the Seaway Crude Oil Pipeline Assets, and
 - 2. all of ARCO’s assets, properties, businesses and goodwill, tangible and intangible, of and interest in, direct or indirect, the Mid-Continent Crude Oil Logistics and Services Businesses.
- L. “ARCO Pipe Line Company” means ARCO Pipe Line Company, a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware with its principal place of business at 15600 JFK Boulevard, Houston, Texas 77032, as it is constituted at the beginning of the Hold Separate Period for the Cushing Held Separate Businesses, and which shall, at a minimum, include the ARCO Cushing Assets.
- M. “Cushing Acquirer” means the entity or entities and any of their subsidiaries, successors and assigns to whom the ARCO Cushing Assets are divested pursuant to Paragraph III of the Consent Agreement and Decision and Order or by the trustee pursuant to Paragraph V of the Consent Agreement and Decision and Order.
- N. “Cushing Asset Maintenance Trustee” means the trustee appointed pursuant to Paragraph V of this Order.
- O. “Cushing Held Separate Businesses” means ARCO Pipe Line Company.

- P. “Cushing Hold Separate Trustee” means the trustee appointed pursuant to Paragraph VI of this Order.
- Q. “Divestiture Trustee” means the trustee appointed by the Commission pursuant to Paragraph V of the Consent Agreement and the Decision and Order.
- R. “Hold Separate Period” means the period of time which shall begin: (1) for the Alaska Held Separate Businesses, ten (10) days after Respondents fail to complete the divestiture to Phillips within the time required by Paragraph II.B.1 of the Consent Agreement and the Decision and Order, and (2) for the Cushing Held Separate Businesses, ten (10) days after the consummation of the Acquisition, and shall terminate as provided in Paragraph IX of this Order to Hold Separate and Maintain Assets.
- S. “Material Confidential Information” means competitively sensitive or proprietary information not independently known to an entity from sources other than the entity to which the information pertains, and includes, but is not limited to, all customer lists, price lists, marketing methods, patents, technologies, processes, know-how, or other trade secrets.

PROVIDED, HOWEVER, any term used in this Order to Hold Separate and Maintain Assets that is not otherwise defined in this Paragraph I has the same meaning as defined in the Consent Agreement and the Decision and Order.

II.

IT IS FURTHER ORDERED that, from the date this Order to Hold Separate and Maintain Assets becomes final:

- A. Respondents shall take such actions as are reasonably necessary to maintain the viability and marketability of the ARCO Alaska Assets, the Alaska Approval Assets and ARCO Beluga, Inc., and to prevent the destruction, removal, wasting, deterioration, sale, disposition, transfer or impairment of any of the ARCO Alaska Assets, the Alaska Approval Assets and ARCO Beluga, Inc., except for ordinary wear and tear and as would otherwise occur in the ordinary course of business;
- B. Respondents shall use reasonable best efforts to secure the approvals, consents or waivers for the Alaska Approval Assets pursuant to the terms and provisions of the Consent Agreement and the Decision and Order;
- C. Respondents shall complete expeditiously the Transition Services Agreement, as that term is defined in Paragraph II.C. of the Consent Agreement and Decision and Order, pursuant to which ARCO will provide Phillips with transition services related to Phillips’ acquisition

of the ARCO Alaska Assets, the Alaska Approval Assets, and ARCO Beluga, Inc.;

- D. Respondents shall comply with Paragraph IV of the Consent Agreement and Decision and Order relating to ARCO Alaska Employees and Key ARCO Alaska Employees.
- E. Respondents shall take such actions as are reasonably necessary to maintain the viability and marketability of the ARCO Cushing Assets and to prevent the destruction, removal, wasting, deterioration, sale, disposition, transfer or impairment of any of the ARCO Cushing Assets, except for ordinary wear and tear and as would otherwise occur in the ordinary course of business;

III.

IT IS FURTHER ORDERED that:

- A. At any time after the Commission issues this Order to Hold Separate and Maintain Assets the Commission may appoint an Alaska Asset Maintenance Trustee to ensure that Respondents comply with their obligations relating to the ARCO Alaska Assets, Alaska Approval Assets, ARCO Beluga, Inc., and Alaska Asset Approval Consents under the terms of Paragraph II of this Order to Hold Separate and Maintain Assets and of any corresponding terms in the Consent Agreement and the Decision and Order.
- B. Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities and responsibilities of the Alaska Asset Maintenance Trustee appointed pursuant to Paragraph III.A.:
 - 1. The Commission shall select the Alaska Asset Maintenance Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed trustee within ten (10) days after receipt of written 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. The Alaska Asset Maintenance Trustee shall have the power and authority to monitor Respondents' compliance with the terms of Paragraphs II and III of this Order to Hold Separate and Maintain Assets and of any corresponding terms in the Consent Agreement and the Decision and Order.
 - 3. Within ten (10) days after appointment of the Alaska Asset Maintenance Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, confers on the Alaska Asset Maintenance Trustee all the rights and powers necessary to permit the Alaska Asset Maintenance Trustee to monitor

Respondents' compliance with the terms of this Order to Hold Separate and Maintain Assets and the Consent Agreement and the Decision and Order.

4. The Alaska Asset Maintenance Trustee shall serve for such time as is necessary to monitor Respondents' compliance with the provisions of Paragraph II of this Order.
5. The Alaska Asset Maintenance Trustee shall have full and complete access, subject to any legally recognized privilege of Respondents, to Respondents' personnel, books, records, documents, facilities and technical information relating to the ARCO Alaska Assets, ARCO Beluga, Inc., ARCO and the Alaska Approval Assets, or to any other relevant information, as the Alaska Asset Maintenance Trustee may reasonably request, including, but not limited to, all documents and records kept in the normal course of business that relate to the ARCO Alaska Assets, ARCO Beluga, Inc., and the Alaska Approval Assets. Respondents shall cooperate with any reasonable request of the Alaska Asset Maintenance Trustee. Respondents shall take no action to interfere with or impede the Alaska Asset Maintenance Trustee's ability to monitor Respondents's compliance with this Order to Hold Separate and Maintain Assets and the Consent Agreement and the Decision and Order.
6. The Alaska Asset Maintenance Trustee shall serve, without bond or other security, at the expense of the Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Alaska Asset Maintenance Trustee shall have the authority to employ, at the expense of Respondents, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Alaska Asset Maintenance Trustee's duties and responsibilities.
7. Respondents shall indemnify the Alaska Asset Maintenance Trustee and hold the Alaska Asset Maintenance Trustee harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of the Alaska Asset Maintenance Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparations for, or defense of, any claim whether or not resulting in any liability, except to the extent that such liabilities, losses damages, claims, or expenses result from misfeasance, gross negligence, wilful or wanton acts, or bad faith by the Alaska Asset Maintenance Trustee.
8. If the Commission determines that the Alaska Asset Maintenance Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute trustee in the same manner as provided in Paragraph III.A. of this Order.

9. The Commission may on its own initiative or at the request of the Alaska Asset Maintenance Trustee issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order to Hold Separate and Maintain Assets, the Consent Agreement and the Decision and Order.

10. The Alaska Asset Maintenance Trustee shall evaluate information submitted to it by Respondents and Phillips with respect to the efforts of Phillips and Respondents to obtain the Alaska Approval Asset Consents. The Alaska Asset Maintenance Trustee shall have the authority to take reasonable measures to expedite the Alaska Approval Asset Consents. The Alaska Asset Maintenance Trustee shall have the authority to take reasonable measures to expedite the divestiture to Phillips of individual assets or groups of assets within the ARCO Alaska Approval Assets consistent with the purposes of this Order, the Consent Agreement and the Decision and Order. Such measures shall be made with the consent of Respondents, which consent shall not be unreasonably withheld, and with written notice to Respondents, the Commission and Phillips. The Alaska Asset Maintenance Trustee shall report in writing to the Commission, concerning compliance by Respondents with the provisions of Paragraph II of this Order to Hold Separate and Maintain Assets, the Consent Agreement and the Decision and Order, within twenty (20) days from the date of appointment and every thirty (30) days until the Respondents have complied with the provisions of Paragraph II of this Order. Such report shall include at least the following:
 - a. whether Respondents have given the Alaska Asset Maintenance Trustee reports and access to all information and records pursuant to Paragraph III.B.5 of this Order;
 - b. what steps Respondents and Phillips have taken to secure the Alaska Approval Asset Consents including, but not limited to, timetables, status reports, what documents have been filed, what documents are required to be filed, plans by Respondents to comply with this Order to Hold Separate and Maintain Assets, the Consent Agreement and the Decision and Order, and information about problems or concerns of the regulatory bodies, Respondents, Phillips and third parties;
 - c. whether, in the Alaska Asset Maintenance Trustee's opinion, Respondents are making a good faith effort to comply expeditiously with this Order to Hold Separate and Maintain Assets, the Consent Agreement and the Decision and Order and whether and when the Alaska Approval Assets Consents are likely to be obtained;
 - d. whether Respondents have maintained the ARCO Alaska Assets and the

Alaska Approval Assets as required by Paragraph II of this Order; and

- e. any other information that may assist the Commission in determining whether Respondents are complying with the terms of this Order, the Consent Agreement and the Decision and Order.
- C. The Alaska Asset Maintenance Trustee may be the same person appointed as the Alaska Hold Separate Trustee pursuant to Paragraph IV of this Order to Hold Separate and Maintain Assets, as the Divestiture Trustee pursuant to Paragraph V.A. of the Decision and Order in this matter, and as any similar trustee for the ARCO Cushing Assets.

IV.

IT IS FURTHER ORDERED that:

- A. During the Hold Separate Period, Respondents shall hold the Alaska Held Separate Businesses as a separate and independent business except to the extent that Respondents must exercise direction and control over the Alaska Held Separate Businesses to assure compliance with this Order to Hold Separate and Maintain Assets, or with the Consent Agreement, and except as otherwise provided in this Order to Hold Separate and Maintain Assets, and shall vest the Alaska Held Separate Businesses with all powers and authorities necessary to conduct business. The purpose of this Paragraph is: (i) to preserve the Alaska Held Separate Businesses as viable, competitive, and ongoing businesses, independent of Respondents, until their complete divestiture is achieved; (ii) to assure that no Material Confidential Information is exchanged between Respondents and the Alaska Held Separate Businesses; and (iii) to prevent interim harm to competition pending divestiture and other relief.
- B. The Commission shall select an Alaska Hold Separate Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld, to satisfy the requirements of Paragraph IV of this Order to Hold Separate and Maintain Assets, and the Consent Agreement and the Decision and Order. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed trustee within ten (10) days after receipt of written 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.
- C. Respondents shall consent to the following procedures with regard to the Alaska Hold Separate Trustee:
 - 1. The Alaska Hold Separate Trustee shall have the power and authority to monitor Respondents's compliance with the terms of this Order to Hold Separate and Maintain Assets and the Consent Agreement and the Decision and Order.

2. Within ten (10) days after appointment of the Alaska Hold Separate Trustee, Respondent shall execute a trust agreement that, subject to the prior approval of the Commission, confers on the Alaska Hold Separate Trustee all the rights and powers necessary to permit the Alaska Hold Separate Trustee to monitor Respondent's compliance with the terms of this Order to Hold Separate and Maintain Assets and of any corresponding terms in the Consent Agreement and the Decision and Order.
3. The Alaska Hold Separate Trustee shall serve until the termination of the Hold Separate Period.
4. The Alaska Hold Separate Trustee shall have full and complete access, subject to any legally recognizable privilege of Respondents, to Respondents's personnel, books, records, documents, facilities and technical information relating to the Alaska Held Separate Businesses or to any other relevant information, as the Alaska Hold Separate Trustee may reasonably request, including, but not limited to, all documents and records kept in the normal course of business that relate to the Alaska Held Separate Businesses. Respondents shall cooperate with any reasonable request of the Alaska Hold Separate Trustee. Respondents shall take no action to interfere with or impede the Alaska Hold Separate Trustee's ability to monitor Respondents's compliance with this Order to Hold Separate and Maintain Assets and the Consent Agreement and the Decision and Order.
5. The Alaska Hold Separate Trustee shall serve, without bond or other security, at the expense of the Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Alaska Hold Separate Trustee shall have the authority to employ, at the expense of Respondents, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Alaska Hold Separate Trustee's duties and responsibilities.
6. Respondents shall indemnify the Alaska Hold Separate Trustee and hold the Alaska Hold Separate Trustee harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of the Alaska Hold Separate Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparations for, or defense of, any claim whether or not resulting in any liability, except to the extent that such liabilities, losses damages, claims, or expenses result from misfeasance, gross negligence, wilful or wanton acts, or bad faith by the Alaska Hold Separate Trustee.
7. If the Commission determines that the Alaska Hold Separate Trustee has ceased to

act or failed to act diligently, the Commission may appoint a substitute trustee in the same manner as provided in Paragraph IV of this Order.

8. The Commission may on its own initiative or at the request of the Alaska Hold Separate Trustee issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of Paragraph IV of this Order to Hold Separate and Maintain Assets, and of any corresponding terms in the Consent Agreement and the Decision and Order.
 9. The Alaska Hold Separate Trustee shall report in writing to the Commission concerning compliance by Respondents with the applicable provisions of this Order to Hold Separate and Maintain Assets, the Consent Agreement and the Decision and Order, within twenty (20) days from the date of appointment and every thirty (30) days until the Respondents have complied with the applicable provisions of this Order, the Consent Agreement and the Decision and Order. Such report shall include at least the following:
 - a. whether Respondents have given the Alaska Hold Separate Trustee reports and access to all information and records pursuant to Paragraph IV.C.4 of this order;
 - b. whether Respondents have complied with the requirements of Paragraph IV of this Order, and of any corresponding terms in the Consent Agreement and the Decision and Order; and
 - c. any other information that may assist the Commission in determining whether Respondents are complying with the applicable terms of this Order, the Consent Agreement and the Decision and Order.
- D. The Alaska Hold Separate Trustee may be the same person appointed as the Alaska Asset Maintenance Trustee pursuant to Paragraph III of this Order to Hold Separate and Maintain Assets, as the Divestiture Trustee pursuant to Paragraph V.A. of the Decision and Order in this matter, and as any similar trustee for the ARCO Cushing assets.
- E. Respondents shall, subject to any applicable obligations of ARCO Alaska, Inc. under the Alaska MPSA, establish the following with regard to the Alaska Held Separate Businesses:
 1. The Alaska Held Separate Businesses shall be staffed with sufficient employees to maintain the viability and competitiveness of the Alaska Held Separate Businesses. Respondents shall, within ten (10) days of the start of the Hold Separate Period, appoint, subject to the approval of the Alaska Hold Separate Trustee, three (3) individuals from among the current employees of Alaska Held Separate Businesses

working in the management, exploration and production, transportation, regulatory, marketing, and financial operations of the Alaska Held Separate Businesses to manage and maintain the Alaska Held Separate Businesses (“Alaska Management Team”). The Alaska Management Team, in its capacity as such, shall report directly and exclusively to the Alaska Hold Separate Trustee, and shall manage the Alaska Held Separate Businesses independently of the management of Respondents. The Alaska Management Team shall not be involved in any way in the other operations of the businesses of Respondents, other than being kept informed on all issues dealing with the Alaska Held Separate Businesses during the Hold Separate Period.

2. Respondents shall not change the composition of the management of the Alaska Held Separate Businesses except that the Alaska Management Team shall be permitted to remove management employees for cause subject to approval of the Alaska Hold Separate Trustee. Respondents shall not change the composition of the Alaska Management Team except that the Alaska Hold Separate Trustee shall have the power to remove members of the Alaska Management Team for cause and to require Respondents to appoint replacement members to the Alaska Management Team in the same manner as provided in Paragraph IV.E.1 of this Order to Hold Separate and Maintain Assets.
3. The Alaska Hold Separate Trustee shall have responsibility, through the Alaska Management Team, for managing the Alaska Held Separate Businesses consistent with the terms of this Order to Hold Separate and Maintain Assets; for maintaining the independence of the Alaska Held Separate Businesses consistent with the terms of this Order to Hold Separate and Maintain Assets and the Consent Agreement; and for assuring Respondents’ compliance with their obligations pursuant to this Order to Hold Separate and Maintain Assets.
4. Employees of the Alaska Held Separate Businesses shall include: (i) all personnel employed by the Alaska Held Separate Businesses as of the date the Commission accepts the Consent Agreement for public comment; and (ii) those persons hired from other sources. The Alaska Management Team, with the approval of the Alaska Hold Separate Trustee, shall have the authority to replace employees who have otherwise left their positions with the Alaska Held Separate Businesses since March 1, 2000. To the extent that employees of any of the Alaska Held Separate Businesses leave the Alaska Held Separate Businesses prior to the divestiture of the Alaska Held Separate Businesses, the Alaska Management Team, with the approval of the Alaska Hold Separate Trustee, may replace the departing employees of the Alaska Held Separate Businesses with persons who have similar experience and expertise.
5. Respondents shall, within ten (10) days of the start of the Hold Separate Period,

cause the Alaska Hold Separate Trustee, each member of the Management Team, and each supervisory employee of the Alaska Held Separate Businesses to submit to the Commission a signed statement that the individual will maintain the confidentiality required by the terms and conditions of this Order to Hold Separate and Maintain Assets. These individuals must retain and maintain all Material Confidential Information relating to the Alaska Held separate business on a confidential basis and, except as is permitted by this Order to Hold Separate and Maintain Assets, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any of Respondents' businesses other than the Alaska Held Separate Businesses. These persons shall not be involved in any way in the management, sales, marketing, and financial operations of the competing products of Respondents.

6. Respondents shall, within ten (10) days of the start of the Hold Separate Period, establish written procedures, to be approved by the Alaska Hold Separate Trustee, covering the management, maintenance, and independence of the Alaska Held Separate Businesses consistent with the provisions of this Order to Hold Separate and Maintain Assets.
7. Respondents shall, within ten (10) days of the start of the Hold Separate Period, circulate to employees of the Alaska Held Separate Businesses a notice of this Order to Hold Separate and Maintain Assets and Consent Agreement, in the form attached as Attachment A.
8. The Alaska Hold Separate Trustee, if one is appointed, and the Alaska Management Team shall serve, without bond or other security, at the cost and expense of Respondents, on reasonable and customary terms commensurate with the person's experience and responsibilities. Respondents shall indemnify the Alaska Hold Separate Trustee and the Alaska Management Team, and hold the Alaska Hold Separate Trustee and the Alaska Management Team harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Alaska Hold Separate Trustee's or the Alaska Management Team'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 losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Alaska Hold Separate Trustee or the Alaska Management Team.
9. Respondents shall provide the Alaska Held Separate Businesses with sufficient working capital to operate the Alaska Held Separate Businesses at least at current rates of operation, to meet all capital calls with respect to the Alaska Held

Separate Businesses and to carry on, at least at their scheduled pace, all capital projects for the Alaska Held Separate Businesses that are ongoing or approved as of March 1, 2000. In addition, Respondents shall continue, at least at their scheduled pace, any additional expenditures for the Alaska Held Separate Businesses authorized prior to the date the Consent Agreement was signed by Respondents. During the Hold Separate Period, Respondents shall make available for use by the Alaska Held Separate Businesses funds sufficient to perform all necessary routine maintenance to, and replacements of, assets of the Alaska Held Separate Businesses. Respondents shall provide the Alaska Held Separate Businesses with such funds as are necessary to maintain the viability, competitiveness, and marketability of the Alaska Held Separate Businesses until the date the divestiture is completed, provided the Alaska Held Separate Businesses may not assume any new long-term debt except as necessary to meet a competitive threat and as approved by the Alaska Hold Separate Trustee.

10. Respondents shall continue to provide the same support services, if any, to the Alaska Held Separate Businesses as are being provided to such assets by Respondents as of the date the Consent Agreement was signed by Respondents. Respondents may charge the Alaska Held Separate Businesses the same fees, if any, charged by Respondents for such support services as of the date the Consent Agreement was signed by Respondents. Respondents' personnel providing such support services shall retain and maintain all Material Confidential Information of the Alaska Held Separate Businesses on a confidential basis, and, except as is permitted by this Order to Hold Separate and Maintain Assets, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any person whose employment involves any of Respondents' other businesses. Such personnel shall also execute confidentiality agreements prohibiting the disclosure of any Material Confidential Information of the Alaska Held Separate Businesses.
11. Except as provided in this Order to Hold Separate and Maintain Assets, Respondents shall not employ or make offers of employment to employees of the Alaska Held Separate Businesses during the Hold Separate Period. The Alaska Acquirer of the Alaska Held Separate Businesses shall have the option of offering employment to the Alaska Held Separate Businesses employees. After the Hold Separate Period, Respondents may offer employment to the Alaska Held Separate Businesses employees who have not been employed or whose employment has been terminated by the acquirer of the Alaska Held Separate Businesses. Respondents shall not interfere with the employment of employees of the Alaska Held Separate Businesses by the Alaska Acquirer of the Alaska Held Separate Businesses; shall not offer any incentive to said employees to decline employment with the Alaska Acquirer of the Alaska Held Separate Businesses or accept other employment with Respondents; and shall remove any impediments that may deter

employees of the Alaska Held Separate Businesses from accepting employment with the acquirer of the Alaska Held Separate Businesses including, but not limited to, any non-compete or confidentiality provisions of employment or other contracts with the Alaska Held Separate Businesses that would affect the ability of employees of the Alaska Held Separate Businesses to be employed by the acquirer of the Alaska Held Separate Businesses.

12. Notwithstanding the above, Respondents may offer a bonus or severance to those ARCO Alaska Employees that continue their employment with the Alaska Held Separate Businesses until the date that the Alaska Held Separate Businesses are divested.
13. Respondents shall not exercise direction or control over, or influence directly or indirectly, the Alaska Held Separate Businesses, the Alaska Hold Separate Trustee, the Alaska Management Team, or any of its operations; provided, however, that Respondents may exercise only such direction and control over the Alaska Held Separate Businesses as are necessary to assure compliance with this Order to Hold Separate and Maintain Assets, the Consent Agreement, the Decision and Order, or with all applicable laws.
14. Except to the extent provided in subparagraphs IV.E.10, IV.E.13, IV.E.16, IV.E.17, Respondents shall not permit any non-Alaska Held Separate Businesses employees, officers, or directors to be involved in the operations of the Alaska Held Separate Businesses.
15. If the Alaska Hold Separate Trustee ceases to act or fails to act diligently and consistent with the purposes of this Order to Hold Separate and Maintain Assets, the Commission may appoint a substitute Alaska Hold Separate Trustee in the same manner as provided in Paragraph IV of this Order to Hold Separate and Maintain Assets.
16. Until the divestiture of the Alaska Held Separate Businesses is accomplished, Respondents shall ensure that Alaska Held Separate Businesses employees continue to be paid their salaries, all accrued bonuses, pensions and other accrued benefits to which such employees would otherwise have been entitled had they remained in the employment of ARCO during the Hold Separate Period.
17. Except as required by law or applicable regulatory authorities, and except to the extent that necessary information is exchanged in the course of consummating the Acquisition, carrying out their obligations under the Transition Services Agreement, defending investigations, defending or prosecuting litigation, obtaining legal advice, negotiating agreements to divest assets pursuant to the Consent Agreement, or complying with this Order to Hold Separate and Maintain Assets,

the Consent Agreement or the Decision and Order, Respondents shall not receive or have access to, or use or continue to use, any Material Confidential Information, not in the public domain, about the Alaska Held Separate Businesses. Respondents may receive, on a regular basis, aggregate financial information relating to the Alaska Held Separate Businesses, but only insofar as is necessary to allow Respondents to prepare United States or foreign consolidated financial reports and tax returns. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in this subparagraph.

18. the Alaska Hold Separate Trustee shall report in writing to the Commission concerning the Alaska Hold Separate Trustee's efforts to accomplish the provisions and purposes of this Order, the Consent Agreement and the Decision and Order. Included within that report shall be the Alaska Hold Separate Trustee's or the Alaska Management Team's assessment of the extent to which the Alaska Held Separate Businesses are meeting (or exceeding) their projected goals as are reflected in operating plans, budgets, projections or any other regularly prepared financial statements.

V.

IT IS FURTHER ORDERED that:

- A. At any time after the Commission issues this Order to Hold Separate and Maintain Assets, the Commission may appoint a Cushing Asset Maintenance Trustee to ensure that Respondents comply with their obligations relating to the ARCO Cushing Assets under the terms of Paragraph II.E of this Order to Hold Separate and Maintain Assets and of any corresponding terms in the Consent Agreement and the Decision and Order.
- B. Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities and responsibilities of the Cushing Asset Maintenance Trustee appointed pursuant to Paragraph V.A.:
 1. The Commission shall select the Cushing Asset Maintenance Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed trustee within ten (10) days after receipt of written 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. The Cushing Asset Maintenance Trustee shall have the power and authority to monitor Respondents' compliance with the terms of Paragraphs II and V of this

Order to Hold Separate and Maintain Assets and of any corresponding terms in the Consent Agreement and the Decision and Order.

3. Within ten (10) days after appointment of the Cushing Asset Maintenance Trustee, Respondent shall execute a trust agreement that, subject to the prior approval of the Commission, confers on the Cushing Asset Maintenance Trustee all the rights and powers necessary to permit the Cushing Asset Maintenance Trustee to monitor Respondents' compliance with the terms of this Order to Hold Separate and Maintain Assets and the Consent Agreement and the Decision and Order.
4. The Cushing Asset Maintenance Trustee shall serve for such time as is necessary to monitor Respondents' compliance with the provisions of Paragraph II.E of this Order.
5. The Cushing Asset Maintenance Trustee shall have full and complete access, subject to any legally recognized privilege of Respondents, to Respondents' personnel, books, records, documents, facilities and technical information relating to the ARCO Cushing Assets or to any other relevant information, as the Cushing Asset Maintenance Trustee may reasonably request, including, but not limited to, all documents and records kept in the normal course of business that relate to the ARCO Cushing Assets. Respondents shall cooperate with any reasonable request of the Cushing Asset Maintenance Trustee. Respondents shall take no action to interfere with or impede the Cushing Asset Maintenance Trustee's ability to monitor Respondents's compliance with this Order to Hold Separate and Maintain Assets and the Consent Agreement and the Decision and Order.
6. The Cushing Asset Maintenance Trustee shall serve, without bond or other security, at the expense of the Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Cushing Asset Maintenance Trustee shall have the authority to employ, at the expense of Respondents, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Cushing Asset Maintenance Trustee's duties and responsibilities.
7. Respondents shall indemnify the Cushing Asset Maintenance Trustee and hold the Cushing Asset Maintenance Trustee harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of the Cushing Asset Maintenance Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparations for, or defense of, any claim whether or not resulting in any liability, except to the extent that such liabilities, losses damages, claims, or expenses result from misfeasance, gross negligence, wilful or wanton acts, or bad faith by the Cushing Asset Maintenance Trustee.

8. If the Commission determines that the Cushing Asset Maintenance Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute trustee in the same manner as provided in Paragraph V.A. of this Order.
 9. The Commission may on its own initiative or at the request of the Cushing Asset Maintenance Trustee issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order to Hold Separate and Maintain Assets, the Consent Agreement and the Decision and Order.
 10. The Cushing Asset Maintenance Trustee shall evaluate information submitted to it by Respondents with respect to the efforts of Respondents to complete the divestiture. The Cushing Asset Maintenance Trustee shall report in writing to the Commission, concerning compliance by Respondents with the provisions of Paragraph V of this Order to Hold Separate and Maintain Assets, the Consent Agreement and Decision and Order, within twenty (20) days from the date of appointment and every thirty (30) days until the Respondents have complied with the provisions of Paragraph II.E of this Order. Such report shall include at least the following:
 - a. whether Respondents have given the Cushing Asset Maintenance Trustee reports and access to all information and records pursuant to Paragraph V.B.5 of this order;
 - b. whether, in the Cushing Asset Maintenance Trustee's opinion, Respondents are making a good faith effort to comply expeditiously with this Order to Hold Separate and Maintain Assets, the Consent Agreement and the Decision and Order;
 - c. whether Respondents have maintained the ARCO Cushing Assets as required by Paragraph II.E of this Order; and
 - d. any other information that may assist the Commission in determining whether Respondents are complying with the terms of this Order, the Consent Agreement and the Decision and Order.
- C. The Cushing Asset Maintenance Trustee may be the same person appointed as the Cushing Hold Separate Trustee pursuant to Paragraph VI of this Order to Hold Separate and Maintain Assets, as the Divestiture Trustee pursuant to Paragraph V.A. of the Decision and Order in this matter, and as any similar trustee for the Alaska Held Separate Businesses.

VI.

IT IS FURTHER ORDERED that:

- A. During the Hold Separate Period, Respondents shall hold the Cushing Held Separate Businesses as a separate and independent business except to the extent that Respondents must exercise direction and control over the Cushing Held Separate Businesses to assure compliance with this Order to Hold Separate and Maintain Assets, or with the Consent Agreement, and except as otherwise provided in this Order to Hold Separate and Maintain Assets, and shall vest the Cushing Held Separate Businesses with all powers and authorities necessary to conduct business. The purpose of this Paragraph is: (i) to preserve the Cushing Held Separate Businesses as viable, competitive, and ongoing businesses, independent of Respondents, until their complete divestiture is achieved; (ii) to assure that no Material Confidential Information is exchanged between Respondents and the Cushing Held Separate Businesses; and (iii) to prevent interim harm to competition pending divestiture and other relief.
- B. The Commission shall select a Cushing Hold Separate Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld, to satisfy the requirements of Paragraph VI of this Order and the Consent Agreement and the Decision and Order. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed trustee within ten (10) days after receipt of written 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.
- C. Respondents shall consent to the following procedures with regard to the Cushing Hold Separate Trustee:
1. The Cushing Hold Separate Trustee shall have the power and authority to monitor Respondents's compliance with the terms of this Order to Hold Separate and Maintain Assets and the Consent Agreement and the Decision and Order.
 2. Within ten (10) days after appointment of the Cushing Hold Separate Trustee, Respondent shall execute a trust agreement that, subject to the prior approval of the Commission, confers on the Cushing Hold Separate Trustee all the rights and powers necessary to permit the Cushing Hold Separate Trustee to monitor Respondent's compliance with the terms of this Order to Hold Separate and Maintain Assets and of any corresponding terms in the Consent Agreement and the Decision and Order.
 3. The Cushing Hold Separate Trustee shall serve until the termination of the Hold Separate Period.

4. The Cushing Hold Separate Trustee shall have full and complete access, subject to any legally recognizable privilege of Respondents, to Respondents's personnel, books, records, documents, facilities and technical information relating to the Cushing Held Separate Businesses or to any other relevant information, as the Cushing Hold Separate Trustee may reasonably request, including, but not limited to, all documents and records kept in the normal course of business that relate to the Cushing Held Separate Businesses. Respondents shall cooperate with any reasonable request of the Cushing Hold Separate Trustee. Respondents shall take no action to interfere with or impede the Cushing Hold Separate Trustee's ability to monitor Respondents's compliance with this Order to Hold Separate and Maintain Assets and the Consent Agreement and the Decision and Order.
5. The Cushing Hold Separate Trustee shall serve, without bond or other security, at the expense of the Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Cushing Hold Separate Trustee shall have the authority to employ, at the expense of Respondents, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Cushing Hold Separate Trustee's duties and responsibilities.
6. Respondents shall indemnify the Cushing Hold Separate Trustee and hold the Cushing Hold Separate Trustee harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of the Cushing Hold Separate Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparations for, or defense of, any claim whether or not resulting in any liability, except to the extent that such liabilities, losses damages, claims, or expenses result from misfeasance, gross negligence, wilful or wanton acts, or bad faith by the Cushing Hold Separate Trustee.
7. If the Commission determines that the Cushing Hold Separate Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute trustee in the same manner as provided in Paragraph VI of this Order.
8. The Commission may on its own initiative or at the request of the Cushing Hold Separate Trustee issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of Paragraph VI of this Order to Hold Separate and Maintain Assets, and of any corresponding terms of the Consent Agreement and the Decision and Order.
9. The Cushing Hold Separate Trustee shall report in writing to the Commission concerning compliance by Respondents with the applicable provisions of this

Order to Hold Separate and Maintain Assets, the Consent Agreement and the Decision and Order, within twenty (20) days from the date of appointment and every thirty (30) days until the Respondents have complied with the applicable provisions of this Order, the Consent Agreement and the Decision and Order. Such report shall include at least the following:

- a. whether Respondents have given the Cushing Hold Separate Trustee reports and access to all information and records pursuant to Paragraph VI.C.4 of this order;
 - b. whether Respondents have complied with the requirements of Paragraph VI of this Order; and
 - c. any other information that may assist the Commission in determining whether Respondents are complying with the applicable terms of this Order, the Consent Agreement and the Decision and Order.
- D. The Cushing Hold Separate Trustee may be the same person appointed as the Cushing Asset Maintenance Trustee pursuant to Paragraph V of this Order to Hold Separate and Maintain Assets, as the Divestiture Trustee pursuant to Paragraph V.A. of the Decision and Order in this matter, and as any similar trustee for the Alaska Held Separate Businesses.
- E. Respondents shall establish the following with regard to the Cushing Hold Separate Businesses:
1. The Cushing Held Separate Businesses shall be staffed with sufficient employees to maintain the viability and competitiveness of the Cushing Held Separate Businesses. Respondents shall, within ten (10) days of the start of the Hold Separate Period, appoint, subject to the approval of the Hold Separate Trustee, three (3) individuals from among the current employees of Cushing Held Separate Businesses working in the management, transportation, regulatory, marketing, and financial operations of the Cushing Held Separate Businesses to manage and maintain the Cushing Held Separate Businesses (“Cushing Management Team”). The Cushing Management Team, in its capacity as such, shall report directly and exclusively to the Cushing Hold Separate Trustee, and shall manage the Cushing Held Separate Businesses independently of the management of Respondents. The Cushing Management Team shall not be involved in any way in the other operations of the businesses of Respondents, other than being kept informed on all issues dealing with the Cushing Held Separate Businesses during the Hold Separate Period.
 2. Respondents shall not change the composition of the management of the Cushing

Held Separate Businesses except that the Cushing Management Team shall be permitted to remove management employees for cause subject to approval of the Cushing Hold Separate Trustee. Respondents shall not change the composition of the Cushing Management Team except the Cushing Hold Separate Trustee shall have the power to remove members of the Cushing Management Team for cause and to require Respondents to appoint replacement members to the Cushing Management Team in the same manner as provided in subparagraph VI.E.1 of this Order to Hold Separate and Maintain Assets.

3. The Cushing Hold Separate Trustee shall have responsibility, through the Cushing Management Team, for managing the Cushing Held Separate Businesses consistent with the terms of this Order to Hold Separate and Maintain Assets; for maintaining the independence of the Cushing Held Separate Businesses consistent with the terms of this Order to Hold Separate and Maintain Assets and the Consent Agreement; and for assuring Respondents' compliance with their obligations pursuant to this Order to Hold Separate and Maintain Assets.
4. Employees of the Cushing Held Separate Businesses shall include: (i) all personnel employed by the Cushing Held Separate Businesses as of the date the Commission accepts the Consent Agreement for public comment; and (ii) those persons hired from other sources. The Cushing Management Team, with the approval of the Cushing Hold Separate Trustee, shall have the authority to replace employees who have otherwise left their positions with the Cushing Held Separate Businesses since March 1, 2000. To the extent that employees of any of the Cushing Held Separate Businesses leave the Cushing Held Separate Businesses prior to the divestiture of the Cushing Held Separate Businesses, the Cushing Management Team, with the approval of the Cushing Hold Separate Trustee, may replace the departing employees of the Cushing Held Separate Businesses with persons who have similar experience and expertise.
5. Respondents shall, within ten (10) days of the start of the Hold Separate Period, cause the Cushing Hold Separate Trustee, each member of the Management Team, and each supervisory employee of the Cushing Held Separate Businesses to submit to the Commission a signed statement that the individual will maintain the confidentiality required by the terms and conditions of this Order to Hold Separate and Maintain Assets. These individuals must retain and maintain all Material Confidential Information relating to the Cushing Held separate business on a confidential basis and, except as is permitted by this Order to Hold Separate and Maintain Assets, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any of Respondents' businesses other than the Cushing Held Separate Businesses. These persons shall not be involved in any way in the management, sales, marketing, and financial operations

of the competing products of Respondents.

6. Respondents shall, within ten (10) days of the start of the Hold Separate Period, establish written procedures to be approved by the Cushing Hold Separate Trustee covering the management, maintenance, and independence of the Cushing Held Separate Businesses consistent with the provisions of this Order to Hold Separate and Maintain Assets.
7. Respondents shall, within ten (10) days of the start of the Hold Separate Period, circulate to employees of the Cushing Held Separate Businesses a notice of this Order to Hold Separate and Maintain Assets and Consent Agreement, in the form attached as Attachment B.
8. The Cushing Hold Separate Trustee, if one is appointed, and the Cushing Management Team shall serve, without bond or other security, at the cost and expense of Respondents, on reasonable and customary terms commensurate with the person's experience and responsibilities. Respondents shall indemnify the Cushing Hold Separate Trustee and the Cushing Management Team, and hold the Cushing Hold Separate Trustee and the Cushing Management Team harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Cushing Hold Separate Trustee's or the Cushing Management Team'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 losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Cushing Hold Separate Trustee or the Cushing Management Team.
9. Respondents shall provide the Cushing Held Separate Businesses with sufficient working capital to operate the Cushing Held Separate Businesses at least at current rates of operation, to meet all capital calls with respect to the Cushing Held Separate Businesses and to carry on, at least at their scheduled pace, all capital projects for the Cushing Held Separate Businesses that are ongoing or approved as of March 1, 2000. In addition, Respondents shall continue, at least at their scheduled pace, any additional expenditures for the Cushing Held Separate Businesses authorized prior to the date the Consent Agreement was signed by Respondents. During the period this Order to Hold Separate and Maintain Assets is effective, Respondents shall make available for use by the Cushing Held Separate Businesses funds sufficient to perform all necessary routine maintenance to, and replacements of, assets of the Cushing Held Separate Businesses. Respondents shall provide the Cushing Held Separate Businesses with such funds as are necessary to maintain the viability, competitiveness, and marketability of the Cushing Held Separate Businesses until the date the divestiture is completed,

provided the Cushing Held Separate Businesses may not assume any new long-term debt except as necessary to meet a competitive threat and as approved by the Cushing Hold Separate Trustee.

10. Respondents shall continue to provide the same support services to the Cushing Held Separate Businesses as are being provided to such assets by Respondents as of the date the Consent Agreement was signed by Respondents. Respondents may charge the Cushing Held Separate Businesses the same fees, if any, charged by Respondents for such support services as of the date the Consent Agreement was signed by Respondents. Respondents' personnel providing such support services shall retain and maintain all Material Confidential Information of the Cushing Held Separate Businesses on a confidential basis, and, except as is permitted by this Order to Hold Separate and Maintain Assets, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any person whose employment involves any of Respondents' other businesses. Such personnel shall also execute confidentiality agreements prohibiting the disclosure of any Material Confidential Information of the Cushing Held Separate Businesses.
11. Except as provided in this Order to Hold Separate and Maintain Assets, Respondents shall not employ or make offers of employment to employees of the Cushing Held Separate Businesses during the Hold Separate Period. The acquirer of the Cushing Held Separate Businesses shall have the option of offering employment to the Cushing Held Separate Businesses employees. After the Hold Separate Period, Respondents may offer employment to the Cushing Held Separate Businesses employees who have not been employed or whose employment has been terminated by the acquirer of the Cushing Held Separate Businesses. Respondents shall not interfere with the employment of employees of the Cushing Held Separate Businesses by the acquirer of the ARCO Cushing Assets; shall not offer any incentive to said employees to decline employment with the acquirer of the Cushing Held Separate Businesses or accept other employment with Respondents; and shall remove any impediments that may deter employees of the Cushing Held Separate Businesses from accepting employment with the acquirer of the ARCO Cushing Assets including, but not limited to, any non-compete or confidentiality provisions of employment or other contracts with the Cushing Held Separate Businesses that would affect the ability of employees of the Cushing Held Separate Businesses to be employed by the acquirer of the ARCO Cushing Assets.
12. Notwithstanding the above, Respondents may offer a bonus or severance to those Cushing Held Separate Businesses employees who continue their employment with the Cushing Held Separate Businesses until the date that the ARCO Cushing Assets are divested.

13. Respondents shall not exercise direction or control over, or influence directly or indirectly, the Cushing Held Separate Businesses, the Cushing Hold Separate Trustee, the Cushing Management Team, or any of its operations; provided, however, that Respondents may exercise only such direction and control over the Cushing Held Separate Businesses as are necessary to assure compliance with this Order to Hold Separate and Maintain Assets, the Consent Agreement, the Decision and Order, or with all applicable laws.
14. Except to the extent provided in subparagraphs VI.E.10, VI.E.13, VI.E.16, VI.E.17, Respondents shall not permit any non-Cushing Held Separate Businesses employees, officers, or directors to be involved in the operations of the Cushing Held Separate Businesses.
15. If the Cushing Hold Separate Trustee ceases to act or fails to act diligently and consistent with the purposes of this Order to Hold Separate and Maintain Assets, the Commission may appoint a substitute Cushing Hold Separate Trustee in the same manner as provided in Paragraph VI of this Order to Hold Separate and Maintain Assets.
16. Until the divestiture of the ARCO Cushing Assets is accomplished, Respondents shall ensure that Cushing Held Separate Businesses employees continue to be paid their salaries, all accrued bonuses, pensions and other accrued benefits to which such employees would otherwise have been entitled had they remained in the employment of ARCO during the Hold Separate Period.
17. Except as required by law and applicable regulatory authorities, and except to the extent that necessary information is exchanged in the course of consummating the Acquisition, defending investigations, defending or prosecuting litigation, obtaining legal advice, negotiating agreements to divest assets pursuant to the Consent Agreement, or complying with this Order to Hold Separate and Maintain Assets, the Consent Agreement or the Decision and Order, Respondents shall not receive or have access to, or use or continue to use, any Material Confidential Information, not in the public domain, about the Cushing Held Separate Businesses. Respondents may receive, on a regular basis, aggregate financial information relating to the Cushing Held Separate Businesses, but only insofar as is necessary to allow Respondents to prepare United States or foreign consolidated financial reports and tax returns. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in this subparagraph.
18. The Cushing Hold Separate Trustee shall report in writing to the Commission concerning the Cushing Hold Separate Trustee's efforts to accomplish the

provisions and purposes of this Order, the Consent Agreement and the Decision and Order. Included within that report shall be the Cushing Hold Separate Trustee's or the Cushing Management Team's assessment of the extent to which the Cushing Held Separate Businesses are meeting (or exceeding) their projected goals as are reflected in operating plans, budgets, projections or any other regularly prepared financial statements.

VII.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) days prior to any proposed change in the Respondents that may affect compliance obligations arising out of this Order, 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.

VIII.

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

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

IX.

IT IS FURTHER ORDERED that this Order to Hold Separate and Maintain Assets shall terminate on the earlier of:

- A. Three (3) business days after the Commission withdraws its acceptance of the Consent Agreement pursuant to the provisions of Commission Rule 2.34, 16

C.F.R. § 2.34; or

- B. (1) For the Alaska Held Separate Businesses, three (3) business days after the divestiture of the ARCO Alaska Assets pursuant to Paragraph II or V of the Consent Agreement and the Decision and Order, and (2) for the ARCO Cushing Assets, three (3) business days after the divestiture of the ARCO Cushing Assets pursuant to Paragraph III or Paragraph V of the Consent Agreement and the Decision and Order.

By the Commission.

Donald S. Clark
Secretary

SEAL
ISSUED: April 13, 2000

ATTACHMENT A

NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY

On April 13, 2000, BP-Amoco p.l.c. (“BP-Amoco”) and the Atlantic Richfield Company (“ARCO”), hereinafter referred to collectively as “BP/ARCO,” entered into an Agreement Containing Consent Orders (“Consent Agreement”) with the Federal Trade Commission (“FTC”) relating to the divestiture of certain assets. That Consent Agreement includes two orders. The Decision and Order requires divestiture of two packages of assets: one in Alaska and the other in Oklahoma and Texas. The Order to Hold Separate and Maintain Assets (“the Hold Separate Order”) requires those assets to be maintained and/or held separate pending their divestiture under the Decision and Order. In addition, on _____, 2000, BP-Amoco and ARCO entered into a Consent Decree (“Consent Decree”) with the States of California, Oregon and Washington (“the States”), which also requires the divestiture of the Alaska package of assets. This Consent Decree was approved by the U.S. District Court for the Northern District of California and was entered on _____, 2000. The States’ Consent Decree includes provisions that are comparable to the FTC’s Hold Separate Order.

Under the Decision and Order and the States Consent Decree, BP/ARCO are required to divest certain Alaska Assets to Phillips Petroleum Company within thirty days of the date BP-Amoco acquired ARCO. That divestiture, however, has not occurred, and certain requirements of the second order – the Hold Separate Order – and the comparable provisions of the States’ Consent Decree are now in place to hold certain ARCO Alaska assets separate pending divestiture to a buyer who must be approved by the FTC and the States. You are receiving this notice because you are an employee for an entity that is part of the Alaska assets and businesses that are now being held separate. These assets are called the “Alaska Held Separate Businesses” and are defined in the Hold Separate Order, Decision and Order, and the States’ Consent Decree and mean, among other things, ARCO Alaska, Inc, ARCO Transportation Alaska, Inc. (including any interests in Alyeska Pipeline Service Company and Prince William Sound Oil Spill Response Corp.), ARCO Marine, Inc., ARCO Marine Spill Response Company, Union Texas Petroleum Holdings, Inc., (“UTPH”) (excluding all assets of UTPH other than Union Texas Alaska, LLC), Union Texas Alaska, LLC, Kuparuk Pipeline Company (including any interests in Kuparuk Transportation Company and Kuparuk Transportation Capital Corporation), Cook Inlet Pipeline Company, Alpine Pipeline Company and Oliktok Pipeline Company.

The Alaska Held Separate Businesses must be managed and maintained as a separate, ongoing business, independent of all other businesses of BP/ARCO until such assets are divested. All competitive information relating to the Alaska Held Separate Businesses must be retained and maintained by the persons involved in the operation of those assets on a confidential basis, and such persons must not provide, discuss, exchange, circulate, or otherwise furnish any such information to or with any other person whose employment involves any other business of BP/ARCO. Similarly, persons involved in similar activities for BP/ARCO must not provide, discuss, exchange, circulate, or otherwise furnish any similar information to or with any other

person whose employment involves the Alaska Held Separate Businesses.

Any violation of the Decision and Order, Hold Separate Order, or the States' Consent Decree may subject BP/ARCO to civil penalties and other relief as provided by law. If you have questions regarding the confidentiality of information, the Decision and Order, the Hold Separate Order or the States' Consent Decree, you should contact _____ at ____ - ____ - ____.

ATTACHMENT B

NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY

On April 13, 2000, BP-Amoco p.l.c. (“BP-Amoco”) and the Atlantic Richfield Company (“ARCO”), hereinafter referred to collectively as “Respondents,” entered into an Agreement Containing Consent Orders (“Consent Agreement”) with the Federal Trade Commission (“FTC”) relating to the divestiture of certain assets. That Consent Agreement included two orders. The Decision and Order requires divestiture of two packages of assets: one in Alaska and the other in Oklahoma and Texas. The Order to Hold Separate and Maintain Assets (“the Hold Separate Order”) requires those assets to be maintained and/or held separate pending their divestiture under the Decision and Order.

Under the Decision and Order, Respondents are required to divest certain Oklahoma and Texas assets relating to the crude oil business to an acquirer within 120 days after they sign the Consent Agreement. While that divestiture is pending, the Hold Separate Order is now in place to hold separate the ARCO Pipe Line Company, which encompasses more assets than are required to be divested under the Decision and Order. Any buyer of the Oklahoma and Texas crude oil assets must be approved by the FTC. You are receiving this notice because you are an employee of the ARCO Pipe Line Company that is being held separate.

The ARCO Pipe Line Company must be managed and maintained as a separate, ongoing business, independent of all other businesses of the Respondents until the required assets are divested. All competitive information relating to the ARCO Pipe Line Company must be retained and maintained by the persons involved in the operation of those assets on a confidential basis, and such persons must not provide, discuss, exchange, circulate, or otherwise furnish any such information to or with any other person whose employment involves any other business of the Respondents. Similarly, persons involved in similar activities for the Respondents must not provide, discuss, exchange, circulate, or otherwise furnish any similar information to or with any other person whose employment involves the ARCO Pipe Line Company.

Any violation of the Decision and Order or Hold Separate Order may subject Respondents to civil penalties and other relief as provided by law. If you have questions regarding the confidentiality of information, the Decision and Order, or the Hold Separate Order, you should contact _____ at ____-____-____.