

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

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

_____	)	
In the Matter of	)	
	)	
<b>SHELL OIL COMPANY,</b>	)	
a corporation,	)	
	)	Docket No. C-4059
and	)	
	)	
<b>PENNZOIL-QUAKER STATE COMPANY,</b>	)	
a corporation.	)	
	)	
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**ORDER TO HOLD SEPARATE AND MAINTAIN ASSETS**

The Federal Trade Commission (“Commission”), having initiated an investigation of the proposed merger involving Respondent Shell Oil Company and Respondent Pennzoil-Quaker State Company, hereinafter referred to as “Respondents,” and Respondents having been furnished thereafter with a copy of a draft Complaint that the Bureau of Competition proposed to present 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 Respondents of all the jurisdictional facts as set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission’s Rules; and

The Commission, having thereafter considered the matter and having determined that it

had reason to believe that the Respondents have violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues this Order to Hold Separate and Maintain Assets (“Hold Separate Order”).

1. Respondent Shell Oil Company is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at One Shell Plaza, Houston, Texas 77002.

2. Respondent Pennzoil-Quaker State Company is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at Pennzoil Place, Houston, Texas 77252.

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.

## I

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

- A. “Atlas” means Atlas Processing Company, its officers, directors, employees, agents and representatives, predecessors, successors, and assigns; its joint ventures, (including, but not limited to, the Pennzoil Excel Paralubes Interest), subsidiaries, divisions, groups and affiliates controlled by Atlas; and the respective officers, directors, employees, agents, representatives, successors, and assigns of each.
- B. “Pennzoil” means Pennzoil-Quaker State Company, its officers, directors, employees, agents and representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries (including, but not limited to, Atlas), divisions, groups and affiliates controlled by Pennzoil; and the respective officers, directors, employees, agents, representatives, successors, and assigns of each.
- C. “Royal Dutch Petroleum” means the Royal Dutch Petroleum Company, its officers, directors, employees, agents and representatives, successors, and assigns; its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Royal Dutch Petroleum; and the respective officers, directors, employees,

agents, representatives, successors, and assigns of each.

- D. “Shell” means Shell Oil Company, its officers, directors, employees, agents and representatives, predecessors, successors, and assigns; its parents (including, but not limited to, Royal Dutch Petroleum Company), joint ventures, subsidiaries, divisions, groups and affiliates controlled by Shell (including, but not limited to, Shell ND Company); and the respective officers, directors, employees, agents, representatives, successors, and assigns of each.
- E. “Respondents” means Shell and Pennzoil, individually and collectively, and the Person resulting from the Merger.
- 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 engine oil, automatic transmission fluid, hydraulic fluids, or gear oils).
- G. “Commission” means the Federal Trade Commission.
- H. “Conoco” means Conoco Inc., a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 600 North Dairy Ashford, Houston, TX 77079, its officers, directors, employees, agents and representatives, successors, and assigns; its parents, joint ventures, subsidiaries, divisions, groups and affiliates controlled by Conoco, and the respective officers, directors, employees, agents, representatives, successors, and assigns of each.
- I. “Effective Date of Divestiture” means the date on which the applicable divestiture is consummated.
- J. “Excel Paralubes” means the joint venture formed by agreement dated August 2, 1994, between Atlas and Conoco, which produces Base Oil at a facility located in Westlake, LA, and which is operated by Conoco.
- K. “Existing Customer Supply Agreements” means all agreements in effect as of the date Respondents execute the Consent Agreement, between Pennzoil and/or Atlas and any Person other than Pennzoil or Atlas for Base Oil produced by Excel Paralubes.
- L. “Held Separate Joint Venture Interest” means the Pennzoil Excel Paralubes Interest and the Joint Venture Interest Employees.
- M. “Hold Separate Period” means the time period during which the Hold Separate Order is in effect, which shall begin no later than ten (10) days after the date the

Hold Separate Order becomes final and terminate pursuant to Paragraph V. hereof.

- N. "Joint Venture Interest Employees" means all personnel of Respondents whose primary responsibilities relate to the Held Separate Joint Venture Interest, including but not limited to those Persons listed in Confidential Appendix B, and all Persons who may be hired for the Held Separate Joint Venture Interest.
- O. "Material Confidential Information" means competitively sensitive or proprietary information not independently known to a Person from sources other than the Person to which the information pertains, and includes, but is not limited to, all customer lists, price lists, marketing methods, patents, technologies, processes, or other trade secrets. The Held Separate Joint Venture Interest shall be considered a Person separate from Respondents (as defined in this Hold Separate Order and the Decision and Order) for this purpose.
- P. "Merger" means the acquisition of Pennzoil by Shell through the proposed merger of Shell ND Company and Pennzoil as described in the Agreement and Plan of Merger dated as of March 25, 2002, by and among Shell Oil Company, Shell ND Company, and Pennzoil-Quaker State Company
- Q. "Pennzoil Excel Paralubes Interest" means all of Pennzoil's and Atlas's interests in Excel Paralubes, including their partnership interest and all assets, rights, and agreements related thereto, including, but not limited to:
1. All of Pennzoil's and Atlas's rights under all contracts and agreements between Pennzoil or Atlas and Excel Paralubes, including, but not limited to the May 12, 1995, "Lubricating Base Oil Sale and Purchase Agreement between Excel Paralubes and Atlas Processing Company," and amendments thereto;
  2. All of Pennzoil's and Atlas's rights under all contracts and agreements between Pennzoil or Atlas and Conoco relating to Excel Paralubes; and
  3. All Existing Customer Supply Agreements.
- R. "Person" means any individual, partnership, firm, trust, association, corporation, joint venture, unincorporated organization, or other business or governmental entity.

## II.

**IT IS FURTHER ORDERED** that:

- A. During the Hold Separate Period, Respondents shall hold the Held Separate Joint Venture Interest separate, apart, and independent as required by this Hold Separate Order and shall vest the Held Separate Joint Venture Interest with all rights, powers, and authority necessary to conduct its business; Respondents shall not exercise direction or control over, or influence directly or indirectly, the Held Separate Joint Venture Interest or any of its operations, or the Hold Separate Trustee, except to the extent that Respondents must exercise direction and control over the Held Separate Joint Venture Interest as is necessary to assure compliance with this Hold Separate Order, the Consent Agreement, and with all applicable laws, including, in consultation with the Hold Separate Trustee, continued oversight of the Held Separate Joint Venture Interest's compliance with policies and standards concerning the safety, health, and environmental aspects of its operations and the integrity of its financial controls; and Respondents shall have the right to defend any legal claims, investigations or enforcement actions threatened or brought against any Held Separate Joint Venture Interest.
- B. Until the Effective Date of Divestiture, Respondents shall take such actions as are necessary to maintain the viability and marketability of the Held Separate Joint Venture Interest to prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets, except for ordinary wear and tear.
- C. The purpose of this Hold Separate Order is to: (1) preserve the Held Separate Joint Venture Interest as a viable, competitive, and ongoing business independent of Respondents until the divestitures required by the Decision and Order are achieved; (2) assure that no Material Confidential Information is exchanged between Respondents and the Held Separate Joint Venture Interest, except in accordance with the provisions of this Hold Separate Order; (3) prevent interim harm to competition pending the relevant divestitures and other relief; and (4) help remedy any anticompetitive effects of the proposed Merger.
- D. Respondent shall hold the Held Separate Joint Venture Interest separate, apart, and independent on the following terms and conditions:
  - 1. Thomas H. Reilly shall serve as Hold Separate Trustee, pursuant to the agreement executed by the Hold Separate Trustee and Respondents and attached as Confidential Appendix A ("Trustee Agreement").
    - a. The Trustee Agreement shall require that, no later than five (5) days after this Hold Separate Order becomes final, Respondents transfer

to the Hold Separate Trustee all rights, powers, and authorities necessary to permit the Hold Separate Trustee to perform his/her duties and responsibilities, pursuant to this Hold Separate Order and consistent with the purposes of the Decision and Order.

- b. No later than five (5) days after this Hold Separate Order becomes final, Respondents shall, pursuant to the Trustee Agreement, transfer to the Hold Separate Trustee all rights, powers, and authorities necessary to permit the Hold Separate Trustee to perform his/her duties and responsibilities, pursuant to this Hold Separate Order and consistent with the purposes of the Decision and Order.
- c. The Hold Separate Trustee shall have the responsibility, consistent with the terms of this Hold Separate Order and the Decision and Order, for monitoring the organization of the Held Separate Joint Venture Interest; for serving on the Excel Paralubes management committee as Respondents' voting member; for managing the Held Separate Joint Venture Interest through the Manager; for maintaining the independence of the Held Separate Joint Venture Interest; and for monitoring Respondents' compliance with their obligations pursuant to this Hold Separate Order and the Decision and Order.
- d. The Hold Separate Trustee shall have full and complete access to all personnel, books, records, documents and facilities of the Held Separate Joint Venture Interest or to any other relevant information as the Hold Separate Trustee may reasonably request including, but not limited to, all documents and records kept by Respondents in the ordinary course of business that relate to the Held Separate Joint Venture Interest. Respondents shall develop such financial or other information as the Hold Separate Trustee may request and shall cooperate with the Hold Separate Trustee. Respondents shall take no action to interfere with or impede the Hold Separate Trustee's ability to monitor Respondents' compliance with this Hold Separate Order and the Consent Agreement or otherwise to perform his/her duties and responsibilities consistent with the terms of this Hold Separate Order.
- e. The Hold Separate Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Hold Separate Trustee's duties and

responsibilities.

- f. The Commission may require the Hold Separate Trustee to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with performance of the Hold Separate Trustee's duties.
  - g. Respondents may require the Hold Separate Trustee to sign a confidentiality agreement prohibiting the disclosure of any Material Confidential Information gained as a result of his or her role as Hold Separate Trustee to anyone other than the Commission.
  - h. Thirty (30) days after the Hold Separate Order becomes final, and every thirty (30) days thereafter until the Hold Separate Order terminates, the Hold Separate Trustee shall report in writing to the Commission concerning the efforts to accomplish the purposes of this Hold Separate Order. Included within that report shall be the Hold Separate Trustee's assessment of the extent to which the businesses comprising the Held Separate Joint Venture Interest are meeting (or exceeding) their projected goals as are reflected in operating plans, budgets, projections or any other regularly prepared financial statements.
  - i. If the Hold Separate Trustee ceases to act or fails to act diligently and consistent with the purposes of this Hold Separate Order, the Commission may appoint a substitute Hold Separate Trustee consistent with the terms of this paragraph, subject to the consent of Respondents, which consent shall not be unreasonably withheld. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of the substitute Hold Separate Trustee within five (5) days after notice by the staff of the Commission to Respondents of the identity of any substitute Hold Separate Trustee, Respondents shall be deemed to have consented to the selection of the proposed substitute trustee. Respondents and the substitute Hold Separate Trustee shall execute a Trustee Agreement, subject to the approval of the Commission, consistent with this paragraph.
2. No later than five (5) days after this Hold Separate Order becomes final, Respondents shall enter into a management agreement with, and transfer all rights, powers, and authorities necessary to manage and maintain the Held Separate Joint Venture Interest, to Daniel J. Bradley ("Manager").
- a. In the event that Daniel J. Bradley ceases to act as Manager, then Respondents shall select a substitute Manager, subject to the

approval of the Commission, and transfer to the substitute Manager all rights, powers and authorities necessary to permit the substitute Manager to perform his/her duties and responsibilities, pursuant to this Hold Separate Order.

- b. The Manager shall report directly and exclusively to the Hold Separate Trustee and shall manage the Held Separate Joint Venture Interest independently of the management of Respondents. The Manager shall not be involved, in any way, in the operations of the other businesses of Respondents during the term of this Hold Separate Order.
- c. The Manager shall have no financial interests affected by Respondents' revenues, profits or profit margins, except that the Manager's compensation for managing the Held Separate Joint Venture Interest may include economic incentives dependent on the financial performance of the Held Separate Joint Venture Interest if there are also sufficient incentives for the Manager to operate the Held Separate Joint Venture Interest at no less than current rates of operation (including, but not limited to, current rates of production and sales) and to achieve the objectives of this Hold Separate Order.
- d. The Manager shall make no material changes in the present operation of the Held Separate Joint Venture Interest except with the approval of the Hold Separate Trustee, in consultation with the Commission staff.
- e. The Manager shall have the authority, with the approval of the Hold Separate Trustee, to remove Joint Venture Interest Employees and replace them with others of similar experience or skills. If any person ceases to act or fails to act diligently and consistent with the purposes of this Hold Separate Order, the Manager, in consultation with the Hold Separate Trustee, may request Respondents to, and Respondents shall, appoint a substitute person, which person the Manager shall have the right to approve.
- f. In addition to those Joint Venture Interest Employees within the Held Separate Joint Venture Interest, the Manager may employ such Persons as are reasonably necessary to assist the Manager in managing the Held Separate Joint Venture Interest.
- g. The Hold Separate Trustee shall be permitted, in consultation with the Commission staff, to remove the Manager for cause. Within fifteen (15) days after such removal of the Manager, Respondents



shall appoint a replacement Manager, subject to the approval of the Commission, on the same terms and conditions as provided in Paragraph II.D.2 of this Hold Separate Order.

3. The Held Separate Joint Venture Interest shall be staffed with sufficient employees to maintain the viability and competitiveness of the Held Separate Joint Venture Interest. To the extent that any Joint Venture Interest Employees leave or have left the Held Separate Joint Venture Interest prior to the Effective Date of Divestiture, the Manager, with the approval of the Hold Separate Trustee, may replace departing or departed employees with persons who have similar experience and expertise or determine not to replace such departing or departed employees.
4. In connection with support services or products not included within the Held Separate Joint Venture Interest, Respondents shall continue to provide, or offer to provide, the same support services to the Held Separate Joint Venture Interest as are being provided to such business interest by Respondents as of the date the Consent Agreement is signed by Respondents. For services that Pennzoil previously provided to the Held Separate Joint Venture Interest, Respondents may charge the same fees, if any, charged by Respondents for such support services as of the date this Consent Agreement is signed by Respondents. For any other services or products that Respondents may provide to the Held Separate Joint Venture Interest, Respondents may charge no more than the same price they charge others for the same services or products. Respondents' personnel providing such services or products must retain and maintain all Material Confidential Information of the Held Separate Joint Venture Interest on a confidential basis, and, except as is permitted by this Hold Separate Order, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any person whose employment involves any of Respondents' businesses, other than the Held Separate Joint Venture Interest. Such personnel shall also execute confidentiality agreements prohibiting the disclosure of any Material Confidential Information of the Held Separate Joint Venture Interest.
  - a. Respondents shall offer to the Held Separate Joint Venture Interest any services and products that Respondents provide to their other businesses directly or through third party contracts, or that they have provided directly or through third party contracts to the businesses constituting the Held Separate Joint Venture Interest at any time since January 1, 2002. The Held Separate Joint Venture Interest may, at the option of the Manager with the approval of the Hold Separate Trustee, obtain such services and products from

Respondents. The services and products that Respondents shall offer the Held Separate Joint Venture Interest shall include, but shall not be limited to, the following:

- (1) Human resources administrative services, including but not limited to labor relations support, pension administration, and health benefits;
- (2) Environmental health and safety services, which develops corporate policies and insures compliance with federal and state regulations and corporate policies;
- (3) Preparation of tax returns;
- (4) Audit services;
- (5) Information systems, which constructs, maintains, and supports all computer systems;
- (6) Processing of accounts payable;
- (7) Technical support;
- (8) Finance and financial accounting services;
- (9) Procurement of supplies;
- (10) Procurement of goods and services utilized in the ordinary course of business by the Held Separate Joint Venture Interest; and
- (11) Legal services;

b. the Held Separate Joint Venture Interest shall have, at the option of the Manager with the approval of the Hold Separate Trustee, the ability to acquire services and products from third parties unaffiliated with Respondents.

5. Respondents shall cause the Hold Separate Trustee, the Manager, and each Joint Venture Interest Employee having access to Material Confidential Information to submit to the Commission a signed statement that the individual will maintain the confidentiality required by the terms and conditions of this Hold Separate Order. These individuals must retain and maintain all Material Confidential Information relating to the Held Separate Joint Venture Interest on a confidential basis and, except as is permitted by

this Hold Separate Order, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any of Respondents' businesses other than the Held Separate Joint Venture Interest. These persons shall not be involved in any way in the management, production, distribution, sale, marketing, or financial operations of the competing products of Respondents.

6. No later than ten (10) days after the date this Hold Separate Order becomes final, Respondents shall establish written procedures, subject to the approval of the Hold Separate Trustee, covering the management, maintenance, and independence of the Held Separate Joint Venture Interest consistent with the provisions of this Hold Separate Order.
7. No later than ten (10) days after the date this Hold Separate Order becomes final, Respondents shall circulate to employees of the Held Separate Joint Venture Interest and to Respondents' employees who are responsible for the refining and sale of Base Oil in the United States, a notice of this Hold Separate Order and the Consent Agreement.
8. The Hold Separate Trustee and the Manager shall serve, without bond or other security, at the cost and expense of Respondents, on reasonable and customary terms commensurate with the person's experience and responsibilities.
9. Respondents shall indemnify the Hold Separate Trustee and Manager and hold each harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Hold Separate Trustee's or the Manager's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of any claim, whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Hold Separate Trustee or the Manager.
10. Respondents shall provide the Held Separate Joint Venture Interest with sufficient financial resources:

- a. as are appropriate in the judgment of the Hold Separate Trustee to operate the Held Separate Joint Venture Interest as it is currently operated;
- b. to perform all maintenance to, and replacements of, the assets of the Held Separate Joint Venture Interest;
- c. to carry on existing and planned capital projects and business plans; and
- d. to maintain the viability, competitive vigor, and marketability of the Held Separate Joint Venture Interest.

Such financial resources to be provided to the Held Separate Joint Venture Interest shall include, but shall not be limited to, (i) general funds, (ii) capital, (iii) working capital, and (iv) reimbursement for any operating losses, capital losses, or other losses; provided, however, that, consistent with the purposes of the Decision and Order, the Manager may reduce in scale or pace any capital or research and development project, or substitute any capital or research and development project for another of the same cost.

11. Respondents shall not, during the Hold Separate Period, offer Joint Venture Interest Employees positions with Respondents. The acquirer approved by the Commission pursuant to the Decision and Order shall have the option of offering employment to any Joint Venture Interest Employees. Respondents shall not interfere with the employment, by the Commission-approved acquirer, of such employees; shall not offer any incentive to such employees to decline employment with the Commission-approved acquirer or to accept other employment with the Respondents; and shall remove any impediments that may deter such employees from accepting employment with the Commission-approved acquirer including, but not limited to, any non-compete or confidentiality provisions of employment or other contracts that would affect the ability of such employees to be employed by the Commission-approved acquirer, and the payment, or the transfer for the account of the employee, of all current and accrued bonuses, pensions and other current and accrued benefits to which such employees would otherwise have been entitled had they remained in the employment of the Respondents.
12. For a period of one (1) year commencing on the Effective Date of Divestiture, Respondents shall not employ or make offers of employment to Joint Venture Interest Employees who have accepted offers of

employment with the Commission-approved acquirer unless the individual has been terminated by the acquirer.

13. Notwithstanding the requirements of Paragraph II.D.11, Respondents shall offer a bonus or severance to Joint Venture Interest Employees that continue their employment with the Held Separate Joint Venture Interest until termination of the Hold Separate Period (in addition to any other bonus or severance to which the employees would otherwise be entitled).
14. Except for the Manager, Joint Venture Interest Employees, and support services employees involved in providing services to the Held Separate Joint Venture Interest pursuant to Paragraph II.D.4., and except to the extent provided in Paragraph II.A., Respondents shall not permit any other of its employees, officers, or directors to be involved in the operations of the Held Separate Joint Venture Interest.
15. Respondents shall assure that Joint Venture Interest Employees receive, during the Hold Separate Period, their salaries, all current and accrued bonuses, pensions and other current and accrued benefits to which those employees would otherwise have been entitled.
16. Respondents' employees (excluding support services employees involved in providing support to the Held Separate Joint Venture Interest pursuant to Paragraph II.D.4.) shall not receive, or have access to, or use or continue to use any Material Confidential Information of the Held Separate Joint Venture Interest not in the public domain except:
  - a. as required by law;
  - b. to the extent that necessary information is exchanged in the course of consummating the Merger;
  - c. in negotiating agreements to divest assets pursuant to the Consent Agreement and engaging in related due diligence;
  - d. in complying with this Hold Separate Order or the Consent Agreement;
  - e. in overseeing compliance with policies and standards concerning the safety, health and environmental aspects of the operations of the Held Separate Joint Venture Interest and the integrity of the Held Separate Joint Venture Interest's financial controls;

- f. in defending legal claims, investigations or enforcement actions threatened or brought against or related to the Held Separate Joint Venture Interest; or
- g. in obtaining legal advice.

Nor shall the Manager or Joint Venture Interest Employees receive or have access to, or use or continue to use, any Material Confidential Information not in the public domain about Respondents and relating to Respondents' businesses, except such information as is necessary to maintain and operate the Held Separate Joint Venture Interest. Respondents may receive aggregate financial and operational information relating to the Held Separate Joint Venture Interest only to the extent necessary to allow Respondents to prepare United States consolidated financial reports, tax returns, reports required by securities laws, and personnel reports. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in this subparagraph.

17. Respondents and the Held Separate Joint Venture Interest shall jointly implement, and at all times during the Hold Separate Period maintain in operation, a system, as approved by the Hold Separate Trustee, of access and data controls to prevent unauthorized access to or dissemination of Material Confidential Information of the Held Separate Joint Venture Interest, including, but not limited to, the opportunity by the Hold Separate Trustee, on terms and conditions agreed to with Respondents, to audit Respondents' networks and systems to verify compliance with this Hold Separate Order.

### **III.**

**IT IS FURTHER ORDERED** that Respondents shall notify the Commission at least thirty (30) days prior to any proposed change in either corporate Respondent 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 Hold Separate Order.

### **IV.**

**IT IS FURTHER ORDERED** that, for the purpose of determining or securing compliance with this Hold Separate Order, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondents made to their principal United States offices,

Respondents shall permit any duly authorized representative 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 any matters contained in this Hold Separate Order; 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 any such matters.

**V.**

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

- A. three (3) business days after the Commission withdraws its acceptance of the Consent Agreement pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34; or
- B. the day after the divestiture required by the Consent Agreement is completed.

By the Commission.

Donald S. Clark  
Secretary

SEAL  
ISSUED: September 27, 2002

**CONFIDENTIAL APPENDIX A**

**HOLD SEPARATE TRUSTEE AGREEMENT**

**[Redacted From Public Record Version]**



**CONFIDENTIAL APPENDIX B**

**JOINT VENTURE INTEREST EMPLOYEES**

**[Redacted From Public Record Version]**