

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

**COMMISSIONERS:**        **Joseph J. Simons, Chairman**  
                                  **Noah Joshua Phillips**  
                                  **Rohit Chopra**  
                                  **Rebecca Kelly Slaughter**  
                                  **Christine S. Wilson**

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In the Matter of	)	
	)	
	)	
<b>Arko Holdings Ltd.,</b>	)	
a corporation,	)	
	)	<b>Docket No. C-4726</b>
<b>GPM Southeast, LLC,</b>	)	
a limited liability company,	)	
	)	
<b>GPM Petroleum, LLC,</b>	)	
a limited liability company, and	)	
	)	
<b>Empire Petroleum Partners, LLC,</b>	)	
a limited liability company.	)	

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**ORDER TO MAINTAIN ASSETS**

The Federal Trade Commission (“Commission”) initiated an investigation of the proposed acquisition by GPM Southeast, LLC, and GPM Petroleum, LLC, indirectly controlled by Arko Holdings Ltd., of certain assets of Empire Petroleum Partners, LLC (each a “Respondent” and collectively “Respondents”). The Commission’s Bureau of Competition prepared and furnished to Respondents the Draft Complaint, which it proposed to present to the Commission for its consideration. If issued by the Commission, the Draft Complaint 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.

Respondents and the Bureau of Competition executed an Agreement Containing Consent Orders (“Consent Agreement”) containing (1) an admission by Respondents of all the jurisdictional facts set forth in the Draft Complaint, (2) 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 the Draft Complaint, or that the facts as alleged in the Draft Complaint, other than jurisdictional facts, are true, (3) waivers and other provisions as required by the Commission’s Rules, and (4) a proposed Decision and Order and Order to Maintain Assets.

The Commission considered the matter and determined that it had reason to believe that Respondent has violated the said Acts, and that a Complaint should issue stating its charges in that respect. The Commission accepted the Consent Agreement and placed it on the public record for a period of 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 issues its Complaint, makes the following jurisdictional findings and issues the following Order to Maintain Assets:

1. Respondent Arko Holdings Ltd. is a corporation organized, existing, and doing business under and by virtue of the laws of Israel with its executive offices and principal place of business located at 3 Hanechushet Street, Building B, 3<sup>rd</sup> Floor, Tel-Aviv 6971068, Israel, with its United States office for purposes of service of process by the Commission located at 8565 Magellan Parkway, Suite 400, Richmond, Virginia 23227.
2. Respondent GPM Southeast, LLC is a limited liability company organized, existing, and doing business under and by virtue of the laws of the State of Delaware with its executive offices and principal place of business located at 8565 Magellan Parkway, Suite 400, Richmond, Virginia 23227.
3. Respondent GPM Petroleum, LLC is a limited liability company organized, existing, and doing business under and by virtue of the laws of the State of Delaware with its executive offices and principal place of business located at 8565 Magellan Parkway, Suite 400, Richmond, Virginia 23227.
4. Respondent Empire Petroleum Partners, LLC is a limited liability company organized, existing, and doing business under and by virtue of the laws of the State of Delaware with its principal place of business located at 8350 North Central Expressway, M2185, Dallas, Texas 75206.
5. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondents and the proceeding is in the public interest.

## **ORDER**

### **I. Definitions**

**IT IS HEREBY ORDERED** that, as used in this Order to Maintain Assets, the following definitions and the definitions used in the Consent Agreement and the Decision and Order, which are incorporated herein by reference and made a part hereof, shall apply:

- A. “Arko” means Arko Holdings Ltd., its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Arko Holdings Ltd., including GPM Southeast and GPM Petroleum, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

- B. “GPM Southeast” means GPM Southeast, LLC, its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, divisions, groups, and affiliates controlled by GPM Southeast, LLC, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “GPM Petroleum” means GPM Petroleum, LLC, its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, divisions, groups, and affiliates controlled by GPM Petroleum, LLC, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- D. “Empire” means Empire Petroleum Partners, LLC, its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Empire Petroleum Partners, LLC and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- E. “Decision and Order” means the:
  - 1. Proposed Decision and Order contained in the Consent Agreement in this matter until the issuance and service of a final Decision and Order by the Commission; and
  - 2. Final Decision and Order issued by the Commission in this matter following the issuance and service of a final Decision and Order by the Commission.
- F. “Orders” means this Order to Maintain Assets and the Decision and Order.

## **II. Asset Maintenance**

**IT IS FURTHER ORDERED** that until Respondents fully transfer each Retail Fuel Business and related Retail Fuel Assets to each Acquirer, Respondents shall ensure that each Retail Fuel Business and related Retail Fuel Assets are operated and maintained in the ordinary course of business consistent with past practices. Included in these obligations, Respondents shall:

- A. Take all actions necessary to maintain the full economic viability, marketability, and competitiveness of the Retail Fuel Business and related Retail Fuel Assets, minimize the risk of any loss of their competitive potential, operate them in a manner consistent with applicable laws and regulations, and prevent their destruction, removal, wasting, deterioration, or impairment (other than as a result of ordinary wear and tear).
- B. Not sell, transfer, encumber, or otherwise impair the Retail Fuel Business and related Retail Fuel Assets, or terminate any of their operations, other than in the ordinary course of business consistent with past practice or as prescribed in the Orders.

- C. Make all payments required to be paid under any contract or lease when due, and pay all liabilities and satisfy all obligations associated with each Retail Fuel Business and related Retail Fuel Assets.
- D. Provide each Retail Fuel Business and related Retail Fuel Assets with sufficient working capital to operate at least at current rates of operation, to meet all capital calls, to perform routine or necessary maintenance, to repair or replace facilities and equipment, and to carry on, at least at their scheduled pace, all capital projects, business plans, promotional plans, capital expenditure plans, research and development plans, and commercial activities.
- E. Use best efforts to preserve the existing relationships and goodwill with suppliers, customers, employees, vendors, distributors, landlords, licensors, licensees, government entities, brokers, contractors, and others having business relations with each Retail Fuel Business and related Retail Fuel Assets.
- F. Maintain the working conditions, staffing levels, and a work force of equivalent size, training, and expertise associated with each Retail Fuel Business and related Retail Fuel Assets, including by:
  - 1. Filling vacancies that occur in the regular and ordinary course of business consistent with past practice; and
  - 2. Not transferring any employees from any Retail Fuel Business to another of Respondents' businesses.
- G. Maintain and preserve the Business Information of each Retail Fuel Business and related Retail Fuel Assets.
- H. Provide the resources necessary for each Retail Fuel Business and related Retail Fuel Assets to respond to competition, prevent diminution in sales, and maintain its competitive strength.
- I. Continue providing customary levels of support services to each Retail Fuel Business and related Retail Fuel Assets.
- J. Maintain all licenses, permits, approvals, authorizations, or certifications used in the operation of each Retail Fuel Business and related Retail Fuel Assets, and operate each Retail Fuel Business and related Retail Fuel Assets in accordance and in compliance with all regulatory obligations and requirements.
- K. Maintain the levels of production, quality, pricing, service, or customer support typically associated with each Retail Fuel Business and related Retail Fuel Assets.

*Provided, however,* that Respondents may take actions that the Acquirer has requested or agreed-to in writing and that has been approved in advance by Commission staff, in all cases to facilitate

the Acquirer's acquisition of the Retail Fuel Assets and related Retail Fuel Assets and consistent with the purposes of the Orders.

### III. Transitional Services

**IT IS FURTHER ORDERED** that:

- A. Until Respondents have transferred all Business Information included in the Retail Fuel Assets to the relevant Acquirer, Respondents shall ensure that the Business Information is maintained and updated in the ordinary course of business and shall provide the relevant Acquirer with access to that Business Information (wherever located and however stored) and to employees who possess the Business Information.
- B. At the option of an Acquirer, Respondents shall provide the Acquirer Transitional Services sufficient to (i) efficiently transfer the Retail Fuel Business to the Acquirer and (ii) allow the Acquirer to operate the acquired Retail Fuel Business and related Retail Fuel Assets in a manner that is equivalent in all material respects to the manner in which Respondents operated the Retail Fuel Assets and Retail Fuel Business prior to the Acquisition.
- C. Respondents shall provide Transitional Services:
  - 1. As set forth in a Divestiture Agreement, or as otherwise reasonably requested by the Acquirer (whether before or after the Divestiture Date);
  - 2. At the price set forth in the Divestiture Agreement, or if no price is set forth, at Direct Cost; and
  - 3. For a period sufficient to meet the requirements of this Paragraph, which shall be, at the option of each Acquirer, for up to 15 months after the Divestiture Date; *provided, however*, that within 15 days after a request by an Acquirer, Respondents shall file with the Commission a request for prior approval to extend the term for providing Transitional Services as the Acquirer requests in order to achieve the purposes of this Order.
- D. Respondents shall allow each Acquirer to terminate, in whole or part, any Transitional Services at any time upon commercially reasonable notice and without cost or penalty.
- E. Respondents shall not cease providing Transitional Services due to a breach by the Acquirer of a Divestiture Agreement, and shall not limit any damages (including indirect, special, and consequential damages) that the Acquirer would be entitled to receive in the event of Respondent's breach of any agreement relating to Transitional Services.

#### IV. Employees

**IT IS FURTHER ORDERED** that:

- A. Until one year after each respective Divestiture Date, Respondents shall cooperate with and assist each Acquirer of Retail Fuel Assets to evaluate independently and offer employment to any Retail Fuel Employee.
- B. Until one year after each respective Divestiture Date, Respondents shall:
  - 1. No later than 10 days after a request from an Acquirer, provide a list of all Retail Fuel Employees and provide Employee Information for each;
  - 2. No later than 10 days after a request from an Acquirer, provide an opportunity to privately interview any of the Retail Fuel Employees outside the presence or hearing of any employee or agent of any Respondent, and to make offers of employment to any of the Retail Fuel Employees;
  - 3. Remove any impediments within the control of Respondents that may deter Retail Fuel Employees from accepting employment with an Acquirer, including, but not limited to, removal of any non-compete or confidentiality provisions of employment or other contracts with Respondents that may affect the ability or incentive of those individuals to be employed by the Acquirer, and shall not make any counteroffer to an Retail Fuel Employee who receives an offer of employment from the Acquirer; *provided, however*, that nothing in this Order to Maintain Assets shall be construed to require Respondents to terminate the employment of any employee or prevent Respondents from continuing the employment of any employee;
  - 4. Continue to provide Retail Fuel Employees with compensation and benefits, including regularly scheduled raises and bonuses and the vesting of benefits;
  - 5. Provide reasonable financial incentives for Retail Fuel Employees to continue in their positions, and as may be necessary, to facilitate the employment of such Retail Fuel Employees by an Acquirer; and
  - 6. Not interfere, directly or indirectly, with the hiring or employing by an Acquirer of any Retail Fuel Employee, not offer any incentive to such employees to decline employment with an Acquirer, and not otherwise interfere with the recruitment of any Retail Fuel Employee by an Acquirer.
- C. Respondents shall not, for a period of one year following each Divestiture Date, directly or indirectly, solicit or otherwise attempt to induce any Person employed by an Acquirer to terminate his or her employment with the Acquirer; *provided, however*, Respondents may:

1. Hire any such Person whose employment has been terminated by the Acquirer;
2. Advertise for employees in newspapers, trade publications, or other media, or engage recruiters to conduct general employee search activities, in either case not targeted specifically at one or more Person employed by the Acquirer; or
3. Hire a Person who has applied for employment with Respondents, as long as such application was not solicited or induced in violation of this Paragraph.

## **V. Confidential Information**

**IT IS FURTHER ORDERED** that:

- A. Respondents shall not (i) disclose (including as to Respondents' employees) or (ii) use for any reason or purpose, any Confidential Information received or maintained by Respondents; *provided, however*, that Respondents may disclose or use such Confidential Information in the course of:
  1. Performing its obligations or as permitted under the Orders or any Divestiture Agreement; or
  2. Complying with financial, regulatory, or other reporting or legal obligations, obtaining legal advice, prosecuting or defending legal claims, investigations, or enforcing actions threatened or brought against the Retail Fuel Assets or any Retail Fuel Business or as required by law or regulation, including any applicable securities exchange rules or regulations.
- B. If disclosure or use of any Confidential Information is permitted to Respondents' employees or to any other Person under Paragraph V.A of this Order to Maintain Assets, Respondents shall limit such disclosure or use (i) only to the extent such information is required, (ii) only to those employees or Persons who require such information for the purposes permitted under Paragraph V.A, and (iii) only after such employees or Persons have signed an agreement to maintain the confidentiality of such information.
- C. Respondents shall enforce the terms of this Paragraph V as to its employees or any other Person, and take such action as is necessary to cause each of its employees and any other Person to comply with the terms of this Paragraph V, including implementation of access and data controls, training of its employees, and all other actions that Respondents would take to protect their own trade secrets and proprietary information.

## **VI. Additional Obligations**

**IT IS FURTHER ORDERED** Respondents shall:

- A. Obtain, no later than the Divestiture Date and at their sole expense, all Consents from Third Parties and all Governmental Authorizations that are necessary to effect the

complete transfer and divestiture of the Retail Fuel Assets to each Acquirer and for each Acquirer to operate any aspect of the relevant Retail Fuel Business;

*Provided, however, that:*

1. Respondents may satisfy the requirement to obtain all Consents from Third Parties by (i) certifying that the Acquirer has entered into equivalent agreements or arrangements directly with the relevant Third Party that are acceptable to the Commission, or has otherwise obtained all necessary Consents and waivers; or (ii) substituting equivalent assets or arrangements as specified in the respective Divestiture Agreement; and
  2. With respect to any Governmental Authorizations relating to the Retail Fuel Assets that are not transferable, Respondents shall, to the extent permitted under applicable law, allow each Acquirer to operate the Retail Fuel Assets under Respondents' Governmental Authorizations pending the Acquirer's receipt of its own Governmental Authorizations, and Respondents shall provide such assistance as each Acquirer may reasonably request in connection with its efforts to obtain such Governmental Authorizations;
- B. Assist each Acquirer to conduct a due diligence investigation of the Retail Fuel Assets and Retail Fuel Business the Acquirer seeks to purchase, including by providing sufficient and timely access to all information customarily provided as part of a due diligence process, and affording each Acquirer and its representatives (including prospective lenders and their representatives) full and free access, during regular business hours, to the personnel, assets, Contracts, Governmental Authorizations, Business Information, and other documents and data relating to the relevant Retail Fuel Business, with such rights of access to be exercised in a manner that does not unreasonably interfere with the operations of Respondents.

## **VII. Monitor**

**IT IS FURTHER ORDERED** that:

- A. At any time after the Respondents sign the Consent Agreement in this matter, the Commission may appoint a Monitor to assure that the Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by the Orders.
- B. The Commission shall select the Monitor, subject to the consent of Respondents, which consent shall not be unreasonably withheld. If Respondents have not opposed in writing, including the reasons for opposing, the selection of a proposed Monitor within 10 days after notice by staff of the Commission to Respondents of the identity of any proposed Monitor, the Respondents shall be deemed to have consented to the selection of the proposed Monitor.

- C. No later than 5 days after the Commission appoints the Monitor, Respondents shall:
1. Confer on the Monitor all rights, power, and authorities necessary to permit the Monitor to monitor Respondents' compliance with the terms of the Orders as set forth in Paragraph VII.D;
  2. Consent to the terms and conditions regarding such rights, powers, and authorities of the Monitor set forth in Paragraph VII.D; and
  3. Enter into an agreement with the Monitor that is approved by the Commission. If Respondents and the Monitor fail to sign an agreement within the allotted time, the Commission will approve, and Respondents shall agree to consent to, an agreement with terms and provisions typical of Commission monitor agreements and require that the Monitor's fees will be his or her standard and customary fees plus expenses reasonably incurred performing duties as the Monitor.
- D. The Monitor:
1. Shall have the authority to monitor Respondents' compliance with the obligations set forth in the Orders;
  2. Shall act in consultation with the Commission or its staff;
  3. Shall serve as an independent third party and not as an employee, agent, or fiduciary of Respondents or of the Commission;
  4. Shall serve at the expense of Respondents, without bond or other security;
  5. May 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 Monitor's duties and responsibilities;
  6. Shall enter into a confidentiality agreement related to Commission materials and information received in connection with the performance of the Monitor's duties and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants shall enter into such a confidentiality agreement;
  7. Shall notify Respondents and staff of the Commission, in writing, of any potential financial, professional, personal, or other conflicts of interest within 5 days should they arise;
  8. Shall report in writing to the Commission concerning Respondents' compliance with this Order: (i) 30 days after appointment and every 30 days thereafter until Respondents have completed all obligations required by Paragraphs II and IV of this Order; (ii) when Respondents have completed the obligations required by

Paragraphs II and IV of this Order; and (iii) at any other time requested by the staff of the Commission; and

9. Shall serve until 30 days after Respondents have satisfied all obligations under Paragraph II and IV of the Decision and Order, or until such other time as may be determined by the Commission or its staff.
- E. Respondents shall (i) provide the Monitor full and complete access to all information and facilities, and, as necessary, make such arrangements with third parties, to allow the Monitor to monitor Respondents' compliance with its obligations under the Orders; and (ii) cooperate with, and take no action to interfere with or impede the ability of, the Monitor to perform his/her duties pursuant to the Orders.
- F. Respondents shall indemnify and hold the Monitor harmless against losses, claims, damages, liabilities, and expenses (including attorneys' fees and out of pocket costs) that arise out of, or are connected with any claim concerning the Monitor's performance of the Monitor's duties under the Orders, whether or not such claim results in liability, *except*, to the extent that such losses, claims, damages, liabilities, or expenses result from the Monitor's gross negligence or willful misconduct.

For purposes of this Paragraph, the term "Monitor" shall include all persons retained by the Monitor pursuant to Paragraph VII.D of this Order to Maintain Assets.
- G. Respondent may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to enter into a customary confidentiality agreement, *provided, however*, that such agreement does not restrict the Monitor from providing any information to the Commission.
- H. Respondent shall not require nor compel the Monitor to disclose to Respondents the substance of communications with the Commission, including written reports submitted pursuant to Paragraph VII.D.8, or any Person with whom the Monitor communicates in the performance of his/her duties.
- I. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor and such substitute Monitor shall be afforded all rights, powers, and authorities and subject to all obligations of this Paragraph VII:
  1. The Commission shall select the substitute Monitor, subject to the consent of the Respondents, which consent shall not be unreasonably withheld. Respondents shall be deemed to have consented to the selection of the proposed substitute Monitor if, upon notice by staff of the Commission of the identity of the substitute Monitor, Respondents have not opposed, in writing, including the reasons for opposing the selection of the substitute Monitor within 10 days after such notice; and

2. No later than 5 days after the Commission appoints a substitute Monitor, Respondents shall enter into an agreement with the substitute Monitor that (i) contains substantially the same terms as the agreement with the Monitor first appointed and referenced in Paragraph VII.A, above; or (ii) is approved by the Commission and confers on the substitute Monitor the rights, powers, and authority of a Monitor under the Orders.
- J. The Commission may on its own initiative or at the request of the Monitor issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Orders.

### **VIII. Compliance Reports**

**IT IS FURTHER ORDERED** that:

- A. Respondents shall:
1. Notify Commission staff via email at [bccompliance@ftc.gov](mailto:bccompliance@ftc.gov) of the Acquisition Date no later than 5 days after the Acquisition Date; and
  2. Submit each complete Divestiture Agreement to the Commission at [ElectronicFilings@ftc.gov](mailto:ElectronicFilings@ftc.gov) and [bccompliance@ftc.gov](mailto:bccompliance@ftc.gov) no later than 30 days after each Divestiture Date.
- B. Each Respondent shall submit verified written reports (“compliance reports”) in accordance with the following:
1. Respondents shall submit compliance reports 30 days after this Order to Maintain Assets is issued and every 30 days thereafter until this Order to Maintain Assets terminates, and additional compliance reports as the Commission or its staff may request.
  2. Each compliance report shall contain sufficient information and documentation to enable the Commission to determine independently whether Respondents are in compliance with the Orders. Conclusory statements that the Respondents have complied with its obligations under the Orders are insufficient. Respondents shall include in its reports, among other information or documentation that may be necessary to demonstrate compliance, a full description of the measures Respondents have implemented or plan to implement to ensure that Respondents have complied or will comply with each paragraph of the Orders.
  3. Respondents shall retain all material written communications with each party identified in the compliance report and all non-privileged internal memoranda, reports, and recommendations concerning fulfilling Respondents’ obligations under the Orders and provide copies of these documents to Commission staff upon request.

4. Respondents shall verify each compliance report in the manner set forth in 28 U.S.C. § 1746 by the Chief Executive Officer or another officer or employee specifically authorized to perform this function. Respondents shall submit an original and 2 copies of each compliance report as required by Commission Rule 2.41(a), 16 C.F.R. § 2.41(a), including a paper original submitted to the Secretary of the Commission and electronic copies to the Secretary at ElectronicFilings@ftc.gov and to the Compliance Division at bccompliance@ftc.gov. In addition, Respondents shall provide a copy of each compliance report to the Monitor if the Commission has appointed one in this matter.

*Provided, however,* that, after the Decision and Order in this matter becomes final, the reports due under this Order to Maintain Assets may be consolidated with, and submitted to the Commission on the same timing as the reports required to be submitted by each Respondent pursuant the Decision and Order.

*Provided further, however,* that Respondent Empire's reporting obligations under this Paragraph VIII shall cease once it has completed its obligations under Paragraphs II and IV of the Decision and Order.

### **IX. Change in Respondents**

**IT IS FURTHER ORDERED** that Respondents Arko, GPM Southeast, and GPM Petroleum shall each notify the Commission at least 30 days prior to:

- A. Its proposed dissolution (i.e. the dissolution of Arko Holdings Ltd., GPM Southeast, LLC, or GPM Petroleum, LLC);
- B. Its proposed acquisition, merger or consolidation (i.e. the acquisition, merger or consolidation of Arko Holdings Ltd., GPM Southeast, LLC, or GPM Petroleum, LLC); or
- C. Any other change in Respondents Arko, GPM Southeast, or GPM Petroleum, including assignment and the creation, sale, or dissolution of subsidiaries, if such change may affect compliance obligations arising out of this Order.

### **X. Access**

**IT IS FURTHER ORDERED** that, for the purpose of determining or securing compliance with this Order to Maintain Assets, and subject to any legally recognized privilege, and upon written request and 5 days' notice to Respondents, Respondents shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. Access, during business office hours of the Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession, or under the control

of, the Respondents related to compliance with this Order to Maintain Assets, which copying services shall be provided by the Respondents at their expense; and

- B. To interview officers, directors, or employees of Respondents, who may have counsel present, regarding such matters.

### **XI. Purpose**

**IT IS FURTHER ORDERED** that the purpose of this Order to Maintain Assets is to: (1) maintain and preserve the Retail Fuel Business locations as viable, marketable, competitive, and ongoing businesses until the divestitures required by the Decision and Order are achieved; (2) ensure that Respondents obtain no Confidential Information relating to the Retail Fuel Business, except in accordance with the provisions of the Orders; (3) prevent interim harm to competition pending the divestitures and other relief; and (4) remedy any anticompetitive effects of the Acquisition.

### **XII. Term**

**IT IS FURTHER ORDERED** that this Order to Maintain Assets shall terminate the later of:

- A. Three 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. With respect to each Retail Fuel Business required to be divested pursuant to Paragraph II of the Decision and Order, the day after the Divestiture Date of the respective Retail Fuel Assets;

*Provided, however,* that if at the time such divestitures have been completed, the Decision and Order in this matter is not yet final, then this Order to Maintain Assets shall terminate 3 business days after the Decision and Order becomes final;

*Provided further, however,* that if the Commission, pursuant to Paragraph II of the Decision and Order, requires Respondents to rescind any of the divestitures in that Paragraph, then, upon rescission, the requirements of this Order to Maintain Assets shall again be in effect until the day after Respondents' (or a Divestiture Trustee's) completion of the divestiture of the assets required by the Decision and Order.

By the Commission, Commissioners Slaughter and Wilson not participating.

April J. Tabor  
Acting Secretary

ISSUED: August 25, 2020  
SEAL: