

**Attachments**

**to**

**Order to Hold Separate and Maintain Assets**

**[Public Record Version]**

## **ATTACHMENT A**

### **NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY**

#### **COLORADO ASSETS**

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

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

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

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

## **ATTACHMENT B**

### **NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY**

#### **PHILLIPS WOODS CROSS ASSETS**

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

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

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

The Phillips Woods Cross Assets must be managed and maintained as a separate, ongoing business, independent of all other businesses of the Respondents or ConocoPhillips, until the Phillips Woods Cross Assets are divested. All competitive information relating to the Phillips Woods Cross Assets must be retained and maintained by the persons involved in the operation of the Phillips Woods Cross Assets on a confidential basis, and such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other

**CONFIDENTIAL ATTACHMENT C**

**TRUSTEE AGREEMENT**

**[Redacted From Public Record Version]**

**CONFIDENTIAL ATTACHMENT D**

**EMPLOYEES**

**[Redacted From Public Record Version]**