In the matter of
ConocoPhillips Company

ASSURANCE OF VOLUNTARY COMPLIANCE

BACKGROUND

WHEREAS, the undersigned Attorneys General believe that underage access to tobacco products constitutes a serious and continuing threat to public health based upon the following:

- more than 80% of regular adult smokers began smoking as children;
- every day in the United States about 2,000 children begin smoking cigarettes, and one third of those children will one day die from a tobacco-related disease;
- studies show that the younger a person begins smoking, the more likely it is that he or she will be unable to quit in later life and will suffer a disease attributable to tobacco use;
- studies indicate that youth demonstrate signs of addiction after smoking only a few cigarettes;
- according to the United States Food & Drug Administration ("FDA"), on average among all U.S. retailers, one in every four attempts by a person 15 to 17 years old to purchase cigarettes over the counter results in a sale;
- an estimated 690 million packs of cigarettes are sold illegally to children each year nationwide, and 47% of youth who report buying cigarettes identify retail outlets that sell gasoline as their primary point of purchase, and another 27% identify convenience stores;
- more than 400,000 Americans die each year from diseases caused by tobacco use;

WHEREAS, ConocoPhillips Company (hereafter referred to as "ConocoPhillips") is proud of its tobacco marketing policies and programs, and believes them to be in full compliance with laws and regulations;

WHEREAS, ConocoPhillips nevertheless is committed to doing more to demonstrate its commitment to the health and welfare of our nation's youth, and to step forward voluntarily to lead additional efforts against youth access to tobacco;

THEREFORE, ConocoPhillips agrees to enter into the following Assurance of Voluntary Compliance on the terms set forth below.

AGREEMENT

1. This Assurance of Voluntary Compliance ("Assurance") is entered into by the Attorneys General of the States of Arizona, Arkansas, California, Colorado, Connecticut, Florida, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New York, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming (collectively "the

undersigned Attorneys General")[1] on behalf of their respective states, commonwealths, or jurisdictions (collectively "the States") and ConocoPhillips.

2. This Assurance follows an analysis of compliance check data collected by the FDA and by state authorities under the Synar Amendment, section 1926(b)(2) Public Health Service Act [42 USC 300x-26(b)(2)] 1992. Such data indicate that retail outlets operating under the Conoco or the Phillips 66 or 76 trademarks made tobacco sales to persons under the age of 18 in controlled compliance checks. The Attorneys General believe that such sales, and/or the corporate policies and practices that result in such sales, may violate the Consumer Protection statutes[2] and/or other laws of their respective states. ConocoPhillips believes that it sells tobacco products in full compliance with applicable laws and regulations.

3. ConocoPhillips is a Delaware corporation having its principal place of business in Texas. According to ConocoPhillips, approximately 10,000 retail outlets in 37 states sell branded motor fuel under the Conoco, Phillips 66, or 76 trademarks. ConocoPhillips, through its wholly owned subsidiary, Kayo Oil Company ("Kayo"), directly owns and operates approximately 330 of these retail outlets. The remaining outlets are owned or operated by third party independent businesses and entrepreneurs, who contract with ConocoPhillips or with a Marketer for permission to sell motor fuel under the Conoco, Phillips 66, or 76 trademarks. Independent wholesalers who contract directly with ConocoPhillips and resell motor fuel to independent dealers or to consumers at retail are referred to herein as "Marketers." Independent dealers or resellers who contract directly with ConocoPhillips and sell motor fuel to consumers at retail are referred to herein as "Direct Dealers." Independent dealers who are supplied by Marketers are referred to herein as "Marketer Supplied

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[1] For the states of Connecticut, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont, in which ConocoPhillips has no Conoco, Phillips 66, or 76 branded retail outlets as of the Date of Execution of this Assurance, the Assurance shall apply if and when ConocoPhillips brands, develops or acquires such outlets in such state. Of the jurisdictions listed in paragraph 1, with regard to Virginia, this document will be titled an "Agreement."

[2] A.R.S. § 44-1521 et seq. (AZ); Arkansas Code Annotated 4-88-101 et seq.; Cal. Bus. & Prof. Code § 17200 et seq. (CA); Colorado Consumer Protection Act, §§ 6-1-101, et seq., C.R.S. (2005); Conn. Gen. Stat. § 42-110a et seq. (2005) (CT); Fla. Stat. Ann. §501.201 et seq. (West) (FL); Haw. Rev. Stat. § 481A-1 et seq. (HI); Idaho Code Section 48-601 et seq; Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1 et seq.; Iowa Code § 714.16 (2005); K.S.A. 50-623, et seq. (KS); KRS 367.110-367.300 (KY); La. Rev. Stat. Ann. §51:1401 (West) (LA); 5 M.R.S.A. § 203-A, 5 M.R.S.A. § 210, 5 M.R.S.A. §§ 205-A-214 and 10 M.R.S.A. § 1211 (ME); Maryland Annotated Code, Commercial Law Article, §§13-101 et seq.; Massachusetts Consumer Protection Act, M.G.L. c. 93A; Michigan Consumer Protection Act, MCL 445.901 et seq.; Minn. Stat. §§ 325F.68-.69 (prevention of consumer fraud) and Minn. Stat. §§ 325D.43-48 (Uniform Deceptive Trade Practices Act) (MN); Miss. Code Ann. 75-24-1 et seq. (MS); Missouri Consumer Protection Act, §§ 407.010 through 407.030 RSMo. (2000); Mont. Code Ann. § 30-14-101 et seq. (MT); Neb.Rev.Stat. § 87-301 et seq. (Reissue 1999; Cum. Supp. 2004) (NE); Nevada Revised Statutes Chapter 598; NH Rev.Stat.Ann. 358-A (1995 Michie Butterworth, and Supp. 2005 West) (NH); N.J.S.A. 56:8-1 et seq. (NJ); New York Executive Law § 63(12) and General Business Law Article 22-A; 15 O. S. (2001) § 751 et seq. (OK); ORS 646.605, et seq. (OR); R.I. General Laws §§ 11-9-13, 11-9-13.1 through 11-9-13.16, and 11-9-14 (RI); S.C. Code Ann., § 39-5-10 et seq. (1976, as amended) (SC); S.D. Codified Laws Ann. Chapter 37-24 (SD); Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 et seq.; Tex. Bus. & Com. Code Ann. §17.41 et seq. (Vernon 2002 and Supp. 2005) (TX); Utah Code Ann. §§ 13-5-1 through 13-5-18 & 13-11-1 through 13-11-23; Vermont Consumer Fraud Act, 9 V.S.A. § 2451 et seq.; Virginia Consumer Protection Act, Va. Code § 59.1-196 et seq.; Wash. Rev. Code Ann. § 19.86.100 (WA); W. VA Code 46A-1-101 et seq. (WV); Wis. Stat. § 100.18(1) (WI); Wyo. Stat. § 40-12-101 et seq. (WY).

Dealers." ConocoPhillips also sells motor fuel through outlets operated by independent contractors on a commission basis, referred to herein as "Commission Agents." Third party independent businesses to which ConocoPhillips grants the right to use either the Phillips 66 or 76 trademarks pursuant to a Trademark License Agreement are referred to herein as "Trademark Licensees." ConocoPhillips maintains that it does not control whether or how these independent businesses and entrepreneurs choose to sell tobacco products.

4. ConocoPhillips has expressed its commitment to employing tobacco retailing practices that are designed to prevent the sale of tobacco products to minors. Without admitting liability for any acts, practices or policies described or referred to herein, ConocoPhillips agrees to enter into this Assurance and to abide by the provisions set forth herein in connection with its Conoco, Phillips 66, and 76 branded retailing activities in each signatory state. The undersigned Attorneys General, for their part, also agree to abide by the provisions set forth herein. The parties reserve the right to discuss the appropriateness of any or all of the provisions of this Assurance as they are implemented, having due regard for changes in laws and regulations, as well as changes in equipment, technology, or methodology of retail sales over time. Any modifications to these provisions shall be by prior written agreement of ConocoPhillips and the affected undersigned Attorneys General.

5. The undersigned Attorneys General, on behalf of their respective States, agree to release and hold harmless ConocoPhillips, Kayo, and their officers, employees, directors, successors, assigns, principals, and agents, from any and all causes of action that the Attorneys General may have under the laws referred to in footnote 2 herein, insofar as those causes concern tobacco sales occurring on or before the Date of Execution of this Assurance, as defined below. Nothing herein shall affect other remedies available to any state or local jurisdiction in connection with a past or future underage sale of tobacco at a particular retail location. Before seeking to enforce this Assurance, a signatory Attorney General shall contact ConocoPhillips to attempt to resolve the State's concerns.

6. This Assurance may be executed in counterparts. This Assurance shall not be effective or considered executed until December 15, 2005 (hereinafter "Date of Execution"), by which date the signature of ConocoPhillips and all of the Attorneys General of the States listed in Paragraph 1 shall have been affixed.

7. No provision of this Assurance is intended or shall be interpreted to authorize conduct in violation of applicable local, state or federal law, which law supersedes any and all terms of this Assurance in conflict with such law.

8. The tobacco retailing practices set forth herein relate to efforts to prevent persons under legal age from having access to and using tobacco. Although tobacco is not the only item to which youth access is restricted, the term "youth access" is used herein as a shorthand reference to age restrictions on tobacco only. The term "tobacco" is intended to include cigarettes of all kinds (including bidis), cigars, loose tobacco, chewing tobacco, and snuff, to the extent such substances are or in the future may be offered for sale at Conoco, Phillips 66, and 76 branded retail outlets.

I. *EMPLOYEE POLICIES FOR SALE OF TOBACCO PRODUCTS TO MINORS*

ConocoPhillips agrees to implement the following hiring and training policies relating to youth access to tobacco at all retail outlets it owns and operates under the Conoco, Phillips 66, and 76 brands:

A. *Employee Hiring*

1. ConocoPhillips shall not hire anyone under the legal age for purchasing tobacco in positions that may involve selling tobacco.

2. As part of the interview process, ConocoPhillips shall inform applicants for positions that may involve selling tobacco, or may involve supervising anyone who sells tobacco, of the importance of complying with laws relating to youth access. The information ConocoPhillips provides shall include references to company policies, legal consequences, and health concerns associated with youth access.

3. ConocoPhillips shall ask all applicants for positions as store managers about past violations of prohibitions on selling or supplying tobacco to minors by that person or anyone under that person's supervision, and ConocoPhillips in its discretion shall give appropriate consideration under the circumstances to such violations in making hiring decisions.

4. ConocoPhillips shall inform each new hire for a position that may involve the sale of tobacco, before he or she assumes any job responsibilities, that: (a) the employee's compliance with youth access laws and policies will be taken into account in connection with compensation, promotion and retention decisions; (b) ConocoPhillips monitors employee compliance with youth access laws and policies by checking security tapes periodically, by conducting compliance checks, and in other ways; and (c) failure to comply with youth access laws and policies may constitute grounds for termination. ConocoPhillips shall also provide the new hire this information in writing and shall require the employee to sign an acknowledgment that he/she has read and understands the information provided.

B. *Employee Training*

1. Before assuming any job duties that involve or may involve the sale of tobacco, a ConocoPhillips employee shall receive comprehensive training in the laws and company policies relating to tobacco.

2. Such training shall be performed by a person experienced in providing youth access training, or if conducted electronically shall be overseen by such person, and shall include, at a minimum, the following components:

    a. A review of applicable federal, state, and local laws relating to youth access;

    b. A review of all ConocoPhillips' policies relating to youth access;

c. A brief explanation of health-related reasons for the laws and ConocoPhillips' policies that restrict youth access, including the information set forth in the initial Whereas clause of this Assurance;

d. A review of the range of tobacco products, and, where applicable, smoking paraphernalia sold by ConocoPhillips, if any, to which ConocoPhillips' policies and/or youth access laws apply;

e. A review of the law and company policies and procedures relating to requiring identification, including: (i) the age that triggers the I.D. requirement; (ii) acceptable forms of I.D.; (iii) features of an I.D. that must be checked, with particular emphasis on the government-issued forms of identification most commonly possessed by adults in the market area; (iv) how to tell if an I.D. may have been altered or is being misused; and (v) what an employee is to do if an I.D. appears altered or misused;

f. An explanation of the fact that many illegal sales are made to minors who produce I.D.'s showing that they are in fact under the legal age, and the importance of devoting the time and effort needed to perform the necessary calculation to establish that a customer is of age;

g. A review of prescribed methods, practical techniques, or stock phrases (if any are employed) for handling the following recurring situations: (i) asking for I.D.; (ii) making the necessary age calculation; (iii) declining to make a sale based on concerns relating to whether the I.D. has been altered or is being misused; (iv) declining to make a sale for failure to have an I.D.; (v) recognizing a potential "third party" sale; (vi) declining to make a sale that appears to be a "third party" sale; (vii) declining to make a sale of smoking paraphernalia (if any are sold); (viii) resisting customer pressure and handling customer's abusive conduct; (ix) meeting special challenges associated with declining to sell tobacco to underage persons who are friends, acquaintances and/or peer group members; and (x) contacting the police when required by store policy to do so;

h. Actual practice of the methods, techniques, and stock phrases (if any are employed) to be used in the situations described in the preceding paragraph, in the form of role plays;

i. A written test to establish that the employee has fully acquired the knowledge required to perform in accordance with the laws and ConocoPhillips' policies relating to youth access. ConocoPhillips shall provide supplemental training to ensure that any weaknesses identified by such testing are remedied before tobacco responsibilities are assumed. The company shall retain written tests completed by each employee in accordance with its retention policies.

j. Instruction that an employee is not required to make a tobacco sale, and must decline to do so, if the circumstances reasonably suggest that doing so would

violate the laws or company policies regarding youth access, and notification that the videotapes are periodically reviewed to ascertain whether youth access policies are being violated.

3. ConocoPhillips shall provide all employees who have responsibilities relating to tobacco additional training periodically to ensure that they maintain the requisite knowledge, skill, and motivation. Such training shall occur no less frequently than annually and shall include a review of applicable youth access laws and ConocoPhillips' policies on youth access; an updated review of performance by the company and the particular outlet on compliance checks; and a discussion of specific compliance check performance goals and ways to attain those goals. ConocoPhillips shall require that each employee upon completion of such training sign an acknowledgment that he or she has read and understands the policy statements and other information provided.

4. In the event an employee sells tobacco products to minors in violation of state or local laws, or fails to pass a compliance check pursuant to Section III.B below, ConocoPhillips shall provide such employee with appropriate remedial attention as soon as practicable, and in any event within thirty (30) days of ConocoPhillips' receipt of notice of the triggering event.

II. *SUPPORT TOOLS*

ConocoPhillips agrees to use the following support tools relating to youth access to tobacco at all retail outlets it owns and operates under the Conoco, Phillips 66, and 76 brands:

A. To the extent practicable, ConocoPhillips agrees to program its existing cash registers and, as existing cash registers are replaced with programmable ones, agrees to program new or replacement cash registers, to: (i) lock when a tobacco product is scanned; (ii) prompt the employee to I.D. the customer; (iii) require the clerk to enter the birth date shown on the I.D. or, if it cannot be programmed in that manner, display the date on or before which the customer must have been born in order to make a legal tobacco purchase; and (iv) indicate whether the tobacco sale can proceed. The cash register operator, in his or her discretion, may override the lock if the customer is beyond the age at which I.D. must be produced under prevailing company policies.

B. ConocoPhillips agrees to post the statement "WE ID under 35" in the following locations: (i) a static cling sign attached to the front door, facing out; (ii) a 6" x 8" counter card, placed so as to be visible to customers; and (iii) 2" x 3" register toppers. Such statement shall also be posted on each tobacco product display and on the door by which employees leave the employee area. ConocoPhillips reserves the right to change the manner in which it communicates the above message to employees and customers through signage to the extent that the overall effectiveness in communicating the message is not significantly diminished.

C. Each employee with responsibility for selling tobacco shall be reminded each time he or she begins a shift of the importance of performing proper I.D. checks for tobacco purchases, through a sign-in sheet, a cash register prompt, or other means.

D. ConocoPhillips agrees periodically to monitor developments in technology relating to electronic age verification devices and systems and consider employing such devices and systems to the extent reasonable and practicable. This Assurance does not require or authorize ConocoPhillips to retain specific information identifying individual purchasers, nor does it require ConocoPhillips to use any particular device or system.

III. *SELF-MONITORING MEASURES*

ConocoPhillips agrees to implement the following self-monitoring measures relating to youth access to tobacco at all retail outlets it owns and operates under the Conoco, Phillips 66, and 76 brands:

A. *Supervision and Accountability of Employees*

1. ConocoPhillips agrees to instruct the on-site supervisor immediately upon assuming responsibility for supervising employees selling tobacco to monitor staff compliance with youth access laws and policies on an ongoing basis, and agrees to inform the supervisor that instances of compliance and noncompliance with youth access laws and policies on the part of those supervised will be given serious consideration in connection with that supervisor's periodic performance review and in connection with subsequent decisions relating to the supervisor's compensation, promotion, and retention.

2. Each store manager shall report all violations of federal, state, and local laws concerning the sale of tobacco products to minors occurring at the store to a designated person in the appropriate Business Unit as soon as practicable after receiving notice of the alleged violation, but in any event within five (5) business days of receiving such notice.

3. Each ConocoPhillips employee shall be informed that, to the extent that his or her job performance is reflected in the compliance or non-compliance of other employees or contractors with youth access laws and ConocoPhillips business practices, ConocoPhillips will give such compliance or non-compliance consideration in connection with his or her compensation, promotion, and retention (as applicable). This paragraph applies to all employees and contractors whose duties include hiring, retention, training, and/or supervision of employees or contractors with responsibilities relating to youth access.

B. *Compliance Checks/Mystery Shops*

ConocoPhillips agrees to arrange for an independent entity to perform at least one compliance check/mystery shop every six (6) months of each of its company owned and operated outlets that sell tobacco in the States whose Attorneys General are party to this Assurance. In the event that an outlet fails a compliance check, the independent entity shall conduct a second check ("re-check") of the outlet within sixty (60) days. The independent entity shall also conduct a re-check at each outlet that has received notice from a law enforcement agency of an alleged violation of law concerning the sale of tobacco products to minors that occurred after the Date of Execution of this Assurance. The independent entity will be instructed to perform the checks for the purpose of obtaining an

accurate and reliable indication of actual employee practices in connection with tobacco sales, rather than for the purpose of ensuring favorable results. The compliance checks will proceed as follows:

1. The independent entity will determine the schedule for performing the compliance checks, and will not inform ConocoPhillips in advance, directly or indirectly, when particular outlets are to be checked.

2. The compliance checks will be conducted using a person of legal age to buy tobacco who is within the age range requiring that he or she be asked to produce identification to test whether identification is requested as required by store policy. The check will determine whether the employee selling the tobacco product asked the purchaser to produce identification.

3. For purposes of retaining an independent entity to perform the compliance checks, ConocoPhillips agrees to evaluate the performance of the entity on the basis of the competency of the entity's performance in obtaining an accurate and reliable indication of actual employee practices in connection with the sale of tobacco, rather than on the basis of whether the results were favorable.

4. An employee failing a compliance check shall receive the remedial training provided for in paragraph I.B.4., above. An employee passing a compliance check shall be promptly informed of the success, and shall be provided a tangible reward, such as store- or company-wide recognition.

5. The undersigned Attorneys General agree not to institute legal proceedings under the laws referred to herein, insofar as those proceedings are based on any tobacco sales that are made during compliance checks conducted pursuant to this section.

6. In the event ConocoPhillips attains a compliance rate of 90% or higher for any six-month period, ConocoPhillips may reduce the number of compliance checks conducted in subsequent six-month periods by 25%. In the event ConocoPhillips attains a 90% rate for any two consecutive six-month periods, ConocoPhillips may cease conducting compliance checks.

C. *Videotapes*

In all Conoco, Phillips 66, and 76 branded company owned and operated outlets that have one or more security cameras designed and placed to videotape transactions at the cash register, ConocoPhillips agrees to adopt the following policies and procedures:

1. The security cameras will continuously videotape sales transactions at the cash register.

2. Supervisory personnel shall periodically review portions of the tapes to monitor compliance with youth access laws and policies on the part of each employee who sells tobacco.

3. Such reviews will be conducted in a manner that does not permit an employee to predict which shifts or transactions are likely to be reviewed.

4. As soon as practicable after a review is performed, the supervisor shall meet with the employee whose performance was reviewed for the purpose of informing him/her of the fact that a review was performed and discussing the employee's performance. Employees who performed well shall be commended. If the review discovers an apparent violation of youth access policies and if ConocoPhillips intends to retain the employee, ConocoPhillips will inform the employee of the consequences of the violation and any subsequent violations, will provide such employee appropriate remedial attention, and will inform the employee that he or she may be the subject of additional reviews in the future.

5. ConocoPhillips shall display a sign at or near the cash register informing customers that security cameras are used to detect underage attempts to buy tobacco.

D. *Youth Access Designee*

ConocoPhillips agrees to designate an appropriate employee to be responsible for taking the steps reasonably necessary to ensure compliance with youth access laws and monitoring implementation of this Assurance, including reviewing reports of violations of laws concerning the sale of tobacco products to minors.

IV. *VENDOR-ASSISTED SALES*

ConocoPhillips agrees to implement the following vendor-assisted sales practices relating to youth access to tobacco at all retail outlets it owns and operates under the Conoco, Phillips 66, and 76 brands:

A. ConocoPhillips agrees to display and store all tobacco in a format that does not permit a customer to take possession of them without requesting an employee's assistance in retrieving them from a restricted-access location.

B. ConocoPhillips agrees not to use vending machines to sell tobacco products at any retail outlets that it owns and operates under the Conoco, Phillips 66, and 76 brands.

V. *OTHER TOBACCO POLICIES*

A. *Written Employee Policies*

ConocoPhillips agrees to put into writing the employee policies regarding the sale of tobacco products that it adopts pursuant to this Assurance. ConocoPhillips agrees to include in such employee policies the following:

1. A policy requiring that no one under the legal age for purchasing tobacco be permitted to purchase smoking paraphernalia including lighters, matches, cigarette papers and pipes.

2. A policy that youth access to tobacco will be given comparable treatment to underage access to alcohol in employee training and discipline, except where differences in the law require differences in policy.

3. A policy against selling single cigarettes or other modes of packaging cigarettes in quantities less than twenty (i.e., so-called "kiddie packs").

4. A policy against distribution of free samples of tobacco products on store property.

5. A policy against the retail sale of non-tobacco products that are intended to look like cigarettes.

6. A policy requiring that an I.D. be checked in connection with tobacco purchases and tobacco paraphernalia purchases by persons under age 35.

7. Unless otherwise required by law, a policy that only the following forms of photo-I.D. are acceptable for purposes of establishing legal age to purchase tobacco: (a) a currently valid driver's license; (b) a currently valid state-issued photo identification card; or (c) other appropriate means of identification specifically allowed by particular state laws.

8. A policy against increasing youth demand for tobacco products through in-store advertising. In-store advertising shall be limited to brand names, logos, other trademarks, and pricing.

B. *Implementation*

ConocoPhillips voluntarily agrees to abide by this Assurance for implementation at all retail outlets it owns and operates under the Conoco, Phillips 66, and 76 brands. ConocoPhillips agrees to implement this Assurance at such outlets within one hundred and twenty (120) days following the Date of Execution of this Assurance. ConocoPhillips will provide to employees who sell tobacco at company operated outlets a copy of the tobacco policies adopted pursuant to this Assurance, within one hundred and twenty (120) days following the Date of Execution of such Assurance, or upon hiring if that occurs thereafter. ConocoPhillips will provide a copy of such policies to new employees as part of ConocoPhillips' training program for newly hired retail outlet employees. ConocoPhillips will also provide a copy of such policies to a person or persons designated by the Attorneys General within sixty (60) days of the Effective Date, and thereafter will provide, upon request, copies of any changes or modifications to such policies to such designee within thirty (30) days of the request.

C. *Retail Outlets Not Owned and Operated by ConocoPhillips*

The parties agree that the foregoing provisions of this Assurance apply to tobacco retailing policies, practices and procedures only at retail outlets owned and operated by ConocoPhillips under the Conoco, Phillips 66, and 76 brands. None of the foregoing provisions of this Assurance is intended to apply to Conoco, Phillips 66, or 76 branded retail outlets that are owned or operated by independent third parties, including Marketers, Direct Dealers, Marketer Supplied Dealers,

Commission Agents, and Trademark Licensees. ConocoPhillips maintains that it has no control over the tobacco retailing policies or practices of these third parties. Nothing in this Assurance is intended to alter or affect in any way the status of such third parties as independent contractors of ConocoPhillips, or the rights or obligations between ConocoPhillips and any of its Marketers, Direct Dealers, Marketer Supplied Dealers, Commission Agents, or Trademark Licensees, including but not limited to any contractual or lease or indemnity relationships.

Within one hundred and twenty (120) days following the Date of Execution of this Assurance, ConocoPhillips voluntarily agrees to take the following actions intended to reduce youth access to tobacco through Conoco, Phillips 66, and 76 branded retail outlets that are not owned and operated by ConocoPhillips:

1. Provide to each Conoco, Phillips 66, and 76 branded Marketer, Direct Dealer, Commission Agent, and Trademark Licensee written correspondence (which may be sent electronically) reminding them of the importance of preventing underage sales of tobacco products and the seriousness of complying with laws regarding youth access to tobacco, and noting the fact that failure to comply with such laws could constitute grounds for termination or non-renewal of their right to operate under the Conoco, Phillips 66, or 76 trademarks at the non-complying outlet. Thereafter, correspondence bearing the same message will be sent once per year to each such Marketer, Direct Dealer, Commission Agent, and Trademark Licensee. In the case of correspondence to a Marketer, such correspondence shall also request the Marketer to provide a copy of the correspondence to each Marketer Supplied Dealer supplied by such Marketer, and, beginning with the next revision of ConocoPhillips' current Branded Marketer Agreement and Branded Dealer Agreement, to confirm having done so.

2. Offer each Conoco, Phillips 66, and 76 branded Marketer, Direct Dealer, Commission Agent, or Trademark Licensee the opportunity to participate in ConocoPhillips' tobacco compliance program as described in Section III.B. above, provided that each Marketer, Direct Dealer, Commission Agent, or Trademark Licensee pays the reasonable cost of its participation. The undersigned Attorneys General agree to extend the provisions of Section III.B.5. to such Marketer, Direct Dealer, Commission Agent, or Trademark Licensee, and ConocoPhillips agrees not to use information from such compliance checks as the basis for discipline, termination, or non-renewal of a Marketer, Direct Dealer, Commission Agent, or Trademark Licensee's authorization to operate outlets under company trademarks.

3. In evaluating available legal options to discipline, terminate or non-renew a Marketer, Direct Dealer, Commission Agent, or Trademark Licensee's authorization to operate outlets under company trademarks, ConocoPhillips will give appropriate consideration under the circumstances in its discretion to tobacco violations, if any, by the Marketer, Direct Dealer, Commission Agent, or Trademark Licensee.

4. At the time a Marketer, Direct Dealer, Commission Agent, or Trademark Licensee enters into a written contract or contract renewal authorizing use of the Conoco, Phillips 66, or 76 trademark, ConocoPhillips agrees to the extent permitted by law,

including the PMPA, to incorporate provisions into such authorization agreements specifically requiring compliance with laws regarding youth access to tobacco, expressly providing that violation(s) of such laws could constitute grounds for termination or non-renewal of the trademark authorization agreement, and, beginning with the next revision of ConocoPhillips' current Branded Marketer Agreement and Branded Dealer Agreement, and renewal of a Trademark License Agreement, requiring that ConocoPhillips be notified within five (5) business days, in writing, of any notices of violation received from local, state, or federal authorities concerning the sale of tobacco to minors.

VI. *COSTS*

ConocoPhillips agrees voluntarily to pay, within sixty days of the Execution Date of this Assurance, the sum of $125,000.00, made payable to such accounts and addresses as the Attorneys General may direct. Such sum is to be divided by the States as they may agree, and is to be used by the individual States for attorneys fees or costs of investigation, or it shall be placed in or applied to consumer education, public protection, or local consumer aid funds, including for the implementation of programs designed to decrease possession and use of tobacco by minors, or for any other purpose authorized by state law at the sole discretion of each State's Attorney General or as required by law.

CONOCOPHILLIPS COMPANY

By: **C. C. REASOR**
President, U.S. Marketing

Dated: 12/13/2005

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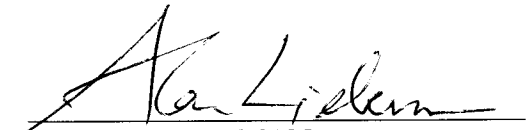
In the Matter of ConocoPhillips Company.

Dated: November 18, 2005

BILL LOCKYER
Attorney General of the State of California



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