

**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** )  
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 )  
**QUAKER CHEMICAL CORPORATION,** )  
 **a corporation;** )  
 )  
**GLOBAL HOUGHTON LTD.** )  
 **a corporation;** ) **Docket No. C-4681**  
 )  
**GULF HOUGHTON LUBRICANTS LTD.** )  
 **a corporation;** )  
 )  
**and** )  
 )  
**AMAS HOLDING SPF** )  
 **a private asset management company.** )

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**ORDER TO MAINTAIN ASSETS**

The Federal Trade Commission (“Commission”) initiated an investigation of (i) the proposed acquisition by Quaker Chemical Corporation of the voting securities of Global Houghton Ltd., and (ii) the proposed acquisition of newly issued shares of Quaker Chemical Corporation stock by AMAS Holding Spf, the ultimate parent entity of Global Houghton Ltd. and Gulf Houghton Lubricants Ltd. (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 (“Agreement Containing Consent Orders” or “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 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 this Order to Maintain Assets.

The Commission having thereafter considered the matter and having determined to accept the executed Consent Agreement and to place such Consent Agreement 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 hereby issues its Complaint, makes the following jurisdictional findings, and issues this Order to Maintain Assets:

1. Respondent Quaker Chemical Corporation is a corporation organized, existing, and doing business under and by virtue of the laws of the Commonwealth of Pennsylvania with its executive offices and principal place of business located at One Quaker Park, 901 E. Hector Street, Conshohocken, Pennsylvania 19428-2380.
2. Respondent Global Houghton Ltd. is a corporation organized, existing, and doing business under and by virtue of the laws of the Cayman Islands with its principal place of business located at Whitehall House, 238 North Church St., P.O. Box 1043, George Town Grand Cayman, Cayman Islands, KY1-1102, and its United States address for service of process of the Complaint, the Decision and Order, and the Order to Maintain Assets, as follows: Michael Baxter, Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, Pennsylvania 19103-2921.
3. Respondent Gulf Houghton Lubricants Ltd. is a corporation organized, existing, and doing business under and by virtue of the laws of the Cayman Islands with its executive offices and principal place of business located at Whitehall House, 238 North Church St., P.O. Box 1043, George Town Grand Cayman, Cayman Islands, KY1-1102, and its United States address for service of process of the Complaint, the Decision and Order, and the Order to Maintain Assets, as follows: Michael Baxter, Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, Pennsylvania 19103-2921.
4. Respondent AMAS Holding Spf is a *société de gestion de patrimoine familial*, organized, existing, and doing business under and by virtue of the laws of the Grand Duchy of Luxembourg, with its executive offices and principal place of business located at 412F,

Route d'Esch, L, 2086, Luxembourg City, Luxembourg, and its United States address for service of process of the Complaint, the Decision and Order, and the Order to Maintain Assets, as follows: Michael Baxter, Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, Pennsylvania 19103-2921.

5. The Commission has jurisdiction over the subject matter of this proceeding and over 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 proposed Decision and Order (and when made final and effective, the Decision and Order), which are incorporated herein by reference and made a part hereof, shall apply:

- A. “Quaker” means: Quaker Chemical Corporation; its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates, controlled by Quaker Chemical Corporation, and the respective directors, officers, general partners, employees, agents, representatives, successors, and assigns of each.
- B. “Houghton” means: Global Houghton Ltd.; its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, divisions, partnerships, groups, and affiliates, controlled by Global Houghton Ltd., and the respective directors, officers, general partners, employees, agents, representatives, successors, and assigns of each.
- C. “Gulf Houghton” means: Gulf Houghton Lubricants Ltd., its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, divisions, partnerships, groups, and affiliates, controlled by Gulf Houghton Lubricants Ltd., and the respective directors, officers, general partners, employees, agents, representatives, successors, and assigns of each.
- D. “AMAS” means: AMAS Holding Spf, its directors, officers, members authorized to act on behalf of AMAS Holding Spf or manage AMAS Holding Spf, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, divisions, partnerships, groups, and affiliates, controlled by AMAS Holding Spf, and the respective directors, officers, general partners, employees, agents, representatives, successors, and assigns of each.

- E. “Commission” means the Federal Trade Commission.
- F. “Respondents” means Quaker, Houghton, Gulf Houghton, and AMAS, individually and collectively.
- G. “Decision and Order” means the following:
  - 1. Proposed Decision and Order contained in the Consent Agreement in this matter until the issuance of a final and effective Decision and Order by the Commission; and
  - 2. Final Decision and Order following its issuance and service by the Commission in this matter.
- H. “Monitor” means any monitor appointed pursuant to Paragraph III of this Order to Maintain Assets or Paragraph IX of the Decision and Order.
- I. “Orders” means the Decision and Order and this Order to Maintain Assets.

**II.**  
**Asset Maintenance**

**IT IS FURTHER ORDERED** that from the date this Order to Maintain Assets becomes final and effective and until Respondents fully transfer and deliver all of the Divestiture Product Assets to an Acquirer in the manner as required by the Decision and Order:

- A. Respondents shall take such actions as are necessary to maintain the full economic viability, marketability, and competitiveness of the Divestiture Product Businesses, to minimize any risk of loss of competitive potential for such Divestiture Product Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the Divestiture Product Assets except for ordinary wear and tear. Respondents shall not sell, transfer, encumber, or otherwise impair the Divestiture Product Assets (other than in the manner prescribed in the Decision and Order), nor take any action that lessens the full economic viability, marketability, or competitiveness of the Divestiture Product Businesses.
- B. Respondents shall maintain the operations of the Divestiture Product Businesses in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance of the assets of such business and as consistent with standard operating procedures to ensure professionalism, safety, and quality of any product or service offered by the business, to maintain all related manufacturing technology, to maintain compliance with all applicable Laws, and to maintain any licenses or approvals with any Government Entity) and/or as may be necessary to preserve the full economic viability, marketability, and competitiveness of such Divestiture Product Businesses, and shall use their best efforts to preserve the existing relationships with the following: customers; suppliers; licensors; licensees; advertisers; vendors

and distributors; Government Entities; employees; and others having business relations with the Divestiture Product Businesses. Respondents' responsibilities shall include, but are not limited to, the following:

1. providing the Divestiture Product Businesses with sufficient working capital to operate at least at current rates of operation, to meet all capital calls with respect to such business and to carry on, at least at their scheduled pace, all capital projects, business plans, and promotional activities for the Divestiture Product Businesses;
  2. continuing, at least at their scheduled pace, any expenditures for the Divestiture Product Businesses authorized prior to the date the Consent Agreement was signed by the Respondents;
  3. providing such resources as may be necessary to respond to competition prior to the complete transfer and delivery of the Divestiture Product Assets to an Acquirer;
  4. providing such resources as may be necessary to maintain the competitive strength and positioning of the Divestiture Product Businesses;
  5. making available for use by the Divestiture Product Businesses funds sufficient to perform all routine maintenance and all other maintenance as may be necessary to, and all replacements of, the Divestiture Product Assets; and
  6. providing such support services to the Divestiture Product Businesses as were being provided to such Divestiture Product Businesses by Respondents as of the date the Consent Agreement was signed by Respondents.
- C. Respondents shall maintain a work force that is (i) at least as large (as measured in full time equivalents) as, and (ii) comparable in training, education, professionalism, and expertise to what has been associated with the Divestiture Product Businesses for the Divestiture Product Businesses' last fiscal year.
- D. Respondents shall:
1. not use, directly or indirectly, any Confidential Business Information other than as necessary to comply with the following:
    - a. the requirements of the Orders;
    - b. Respondents' obligations to the Acquirer under the terms of any related Divestiture Agreement; or
    - c. applicable Law;

2. not disclose or convey any such Confidential Business Information, directly or indirectly, to any Person *except*:
  - a. the Acquirer;
  - b. other Persons authorized by the Acquirer or staff of the Commission to receive such information;
  - c. the Commission; or
  - d. the Monitor; and

*except to the extent necessary to comply with applicable Law;*
3. not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information to the employees associated with the business that is being retained, owned, or controlled by the Respondents, other than those employees directly involved in providing Contract Manufacturing or Transition Services to the Acquirer or who are engaged in the transfer and delivery of the Manufacturing Technology to the Acquirer and only for the purposes of providing such products, assistance, and information to the Acquirer;
4. institute procedures and requirements to ensure that the employees providing Contract Manufacturing or Transition Services to the Acquirer or who are engaged in the transfer and delivery of the Manufacturing Technology to the Acquirer:
  - a. do not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information in contravention of the Orders; and
  - b. do not solicit, access or use any Confidential Business Information that they are prohibited from receiving for any reason or purpose; and
5. take all actions necessary and appropriate to prevent access to, and the disclosure or use of, the Confidential Business Information by or to any Person(s) not authorized to access, receive, and/or use such information pursuant to the terms of the Orders or the Divestiture Agreements, including:
  - a. establishing and maintaining appropriate firewalls, confidentiality protections, internal practices, training, communications, protocols, and system and network controls and restrictions;
  - b. to the extent practicable, maintaining Confidential Business Information separate from other data or information of the Respondents; and
  - c. ensuring by other reasonable and appropriate means that Confidential Business

Information is not shared with Respondents' personnel engaged in the provision of the same or substantially the same type of Divestiture Product Businesses.

### **III. Monitor**

#### **IT IS FURTHER ORDERED** that:

- A. James B. Mynaug shall serve as the Monitor to observe and report on Respondents' compliance with all of Respondents' obligations as required by the Orders and the Divestiture Agreements.
- B. Not later than one (1) day after the Acquisition Date, Respondents shall confer on the Monitor all rights, powers, and authorities necessary to monitor each Respondent's compliance with the terms of the Orders.
- C. Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:
  - 1. The Monitor shall have the power and authority to monitor each Respondent's compliance with the divestiture and asset maintenance obligations and related requirements of the Orders, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of the Orders and in consultation with the Commission;
  - 2. The Monitor shall act in consultation with the Commission or its staff, and shall serve as an independent third party and not as an employee or agent of the Respondents or of the Commission; and
  - 3. The Monitor shall serve until Respondents complete the following in a manner required by the Decision and Order:
    - a. the transfer and delivery of all of the Divestiture Product Assets to the Acquirer;
    - b. the transfer and delivery of all of the Manufacturing Technology to the Acquirer;
    - c. the transfer and delivery of all Confidential Business Information to the Acquirer; and
    - d. the provision of all Transition Services to the Acquirer.

- D. Subject to any demonstrated legally recognized privilege, the Monitor shall have full and complete access to each Respondent's personnel, books, documents, records kept in the ordinary course of business, facilities, and technical information, and such other relevant information as the Monitor may reasonably request, related to that Respondent's compliance with its obligations under the Orders.
- E. Each Respondent shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor that Respondent's compliance with the Orders.
- F. The Monitor shall serve, without bond or other security, at the expense of Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have authority to employ, at the expense of Respondents, such consultants (including information technology experts), accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities.
- G. Respondents shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Monitor.
- H. Respondents shall report to the Monitor in accordance with the requirements of the Orders and as otherwise provided in any agreement approved by the Commission. The Monitor shall evaluate the reports submitted to the Monitor by a Respondent, and any reports submitted by the Acquirer with respect to the performance of a Respondent's obligations under the Orders. Within thirty (30) days after the date this Order to Maintain Assets is issued and every thirty (30) days thereafter, and at such other times as may be requested by staff of the Commission, the Monitor shall report in writing to the Commission concerning performance by the Respondents of the Respondents' obligations under the Orders. After the Decision and Order becomes final, the Monitor shall report to the Commission as described in Paragraph IX.H of the Decision and Order.
- I. Respondents may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *provided, however*, that such agreement shall not restrict the Monitor from providing any information to the Commission.
- J. The Commission, among other things, may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Monitor's duties.



- K. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor in the following manner:
1. the Commission shall select the substitute Monitor, subject to the consent of Respondent Quaker, which consent shall not be unreasonably withheld;
  2. if Respondent Quaker has not opposed, in writing, including the reasons for opposing, the selection of a proposed Monitor within ten (10) days after notice by the staff of the Commission to Respondent Quaker of the identity of any proposed Monitor, Respondents shall be deemed to have consented to the selection of the proposed Monitor;
  3. not later than ten (10) days after the Commission's appointment of the substitute Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on that Monitor all the rights, powers, and authorities necessary to permit that Monitor to monitor each Respondent's compliance with the Orders in a manner consistent with the purposes of the Orders.
- L. 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.
- M. The Monitor appointed pursuant to this Order to Maintain Assets may be the same Person appointed as the Monitor pursuant to the Decision and Order.
- N. The Monitor appointed pursuant to this Order to Maintain Assets may be the same Person appointed as a Divestiture Trustee pursuant to the relevant provisions of the Decision and Order.

#### **IV. Compliance Reports**

**IT IS FURTHER ORDERED** that:

- A. Within thirty (30) days after the date this Order to Maintain Assets is issued by the Commission, and every ninety (90) days thereafter until Respondents have fully complied with this Order to Maintain Assets, Respondents shall submit to the Commission a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with the Orders ("Compliance Reports").
- B. Each Compliance Report shall contain sufficient information and documentation to enable the Commission independently to determine whether Respondents are in compliance with the Orders. Conclusory statements that Respondents have complied with their obligations under the

Orders are insufficient. Respondents shall include in their Compliance Reports, among other things that are required from time to time, a full description of the efforts being made to comply with the Orders, including:

1. a detailed description of all substantive contacts, negotiations, or recommendations related to (i) the transfer and delivery of all of the Divestiture Product Assets to the Acquirer, (ii) the transfer and delivery of all of the Manufacturing Technology to the Acquirer, (iii) the transfer and delivery of all Confidential Business Information to the Acquirer; (iv) the provision of Transition Services to the Acquirer; and
  2. a detailed description of the timing for the completion of such obligations.
- C. Respondents shall verify each Compliance Report in the manner set forth in 28 U.S.C. § 1746 by the Chief Executive Officer or other 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](mailto:ElectronicFilings@ftc.gov) and to the Compliance Division at [bccompliance@ftc.gov](mailto:bccompliance@ftc.gov). In addition, Respondents shall provide a copy of each Compliance Report to the Monitor.
- D. After the Decision and Order in this matter becomes final and effective, the reports due under this Order to Maintain Assets may be consolidated with, and submitted to the Commission on the same timing as, the Compliance Reports required to be submitted by Respondents pursuant to the Decision and Order.

**V.**  
**Change in Respondents**

**IT IS FURTHER ORDERED** that Respondents shall notify the Commission at least thirty (30) days prior to:

- A. any proposed dissolution of: Quaker Chemical Corporation; Global Houghton Ltd.; Gulf Houghton Lubricants Ltd.; or AMAS Holding Spf;
- B. any proposed acquisition, merger, or consolidation of: Quaker Chemical Corporation; Global Houghton Ltd.; Gulf Houghton Lubricants Ltd.; or AMAS Holding Spf; or
- C. any other change in a Respondent including assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of the Orders.

**VI.**  
**Access**

**IT IS FURTHER ORDERED** that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days' notice to a Respondent made to its principal place of business as identified in the Orders, registered office of its United States subsidiary, or its headquarters address, the notified Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. access, during business office hours of that Respondent and in the presence of counsel, to all facilities and access to inspect and copy all business and other records and all documentary material and electronically stored information as defined in Commission Rules 2.7(a)(1) and (2), 16 C.F.R. § 2.7(a)(1) and (2), in the possession or under the control of that Respondent related to compliance with this Order, which copying services shall be provided by that Respondent at the request of the authorized representative(s) of the Commission and at the expense of that Respondent; and
- B. to interview officers, directors, or employees of that Respondent, who may have counsel present, regarding such matters.

**VII.**  
**Purpose**

**IT IS FURTHER ORDERED** that the purpose of this Order to Maintain Assets is to maintain the full economic viability, marketability and competitiveness of the Divestiture Product Businesses through its full transfer and delivery to an Acquirer; to minimize any risk of loss of competitive potential for the Divestiture Product Businesses; and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the Divestiture Product Assets except for ordinary wear and tear.

**VIII.**  
**Term**

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

- A. three (3) 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 all of the Divestiture Product Assets and Manufacturing Technology have been transferred to and are in the physical possession of the Acquirer, as required by and described in the Decision and Order; or

C. the day the Commission otherwise directs that this Order to Maintain Assets is terminated.

By the Commission,

April J. Tabor  
Acting Secretary

SEAL

ISSUED: July 23, 2019