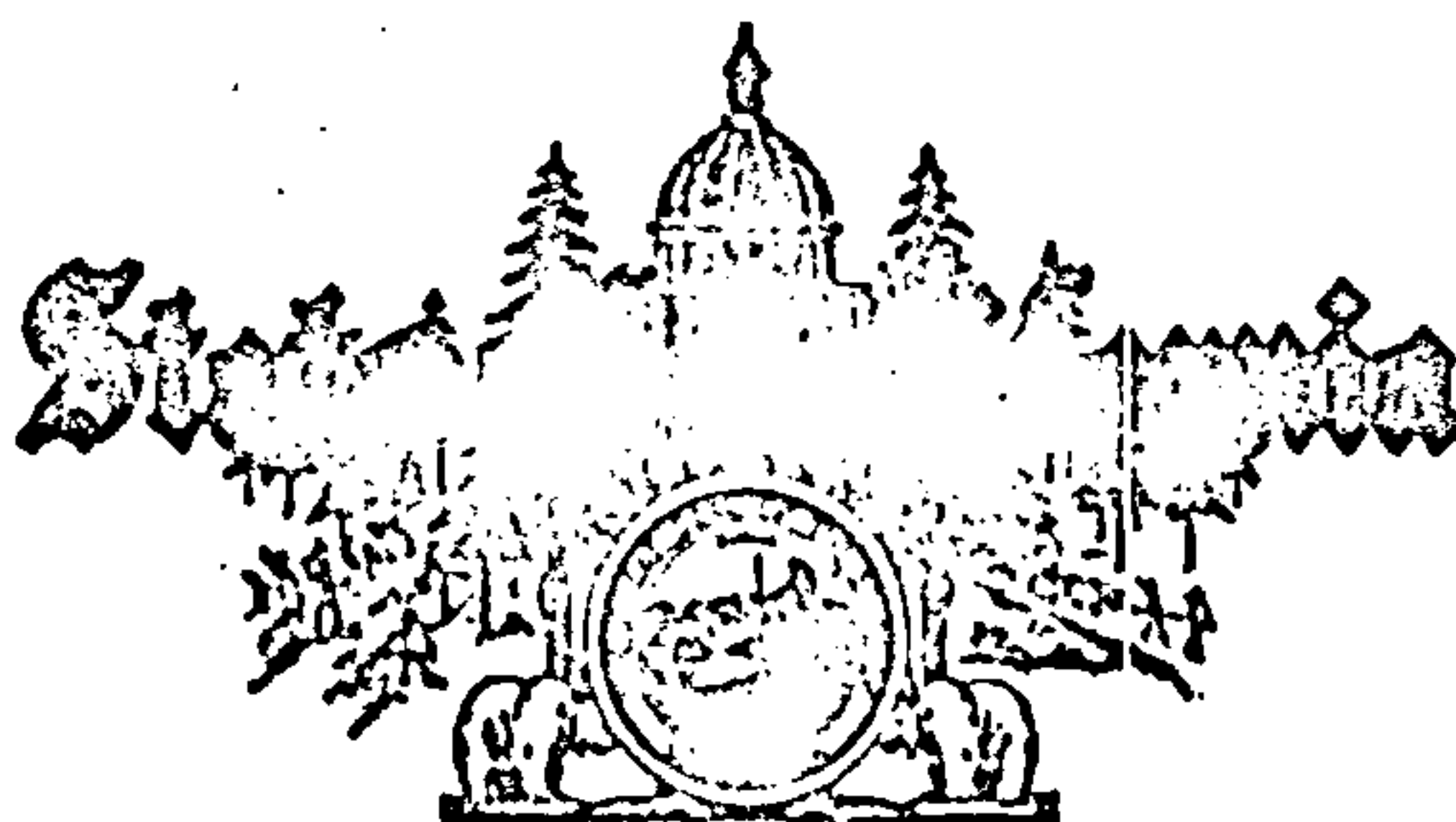


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FRANK M. JORDAN  
SECRETARY OF STATE



Office of the  
Secretary of State

SACRAMENTO

I, FRANK M. JORDAN, Secretary of State of the State of California, hereby certify:

That UNION OIL COMPANY OF CALIFORNIA, a California corporation in good standing in the State of California, did on the 16th day of July, 1965, duly file in this office an Agreement of Merger between UNION OIL COMPANY OF CALIFORNIA, a California corporation referred to therein as "Union", and "The Pure Oil Company", an Ohio corporation, referred to therein as "Pure", dated the 29th day of April, 1965, and that the said Agreement of Merger was executed on behalf of Union Oil Company of California by Fred L. Hartley and E. W. Cairns, respectively President and Assistant Secretary of said corporation and on behalf of The Pure Oil Company by Robert L. Milligan and J. W. Spence, respectively President and Secretary of said corporation.

That the records of the office of the Secretary of State of the State of California reflect that all fees have been paid for the filing of the Agreement of Merger.

That the aforementioned Agreement of Merger provides, among other things, the following:

"ARTICLE I

"1.1 Union shall and hereby does merge into itself Pure, and Pure shall be and hereby is merged into Union in accordance with the applicable statutes of the States of California and Ohio. Union shall be the Surviving Corporation and shall be governed by the laws of the State of California.

"1.2 The name of the Surviving Corporation shall be Union Oil Company of California. . . . ."

"ARTICLE III

"3.1 Upon the effective date of the merger provided for in this Agreement, the separate existence of Pure, except to the extent, if any, continued by statute, shall cease, and all rights, privileges, powers, immunities and franchises of each of the Constituent Corporations, both of a public and private nature, and all property, real, personal and mixed, and all debts due on

whatever account, as well for stock subscriptions as all other choses or things in action, and all and every other interest of or belonging to or due to either of the Constituent Corporations, including, without limitation, all rights, privileges and powers as lessor under any existing leases, shall be taken and deemed to be transferred to and shall be vested in the Surviving Corporation without further act or deed, and all such rights, privileges, powers, immunities and franchises, property, debts, choses or things in action, and all and every other interest of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real or other property, or interest therein, whether vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any properties each of the Constituent Corporations shall be preserved unimpaired but limited in lien to the property affected by such liens immediately prior to the effective date of the merger, and each Constituent Corporation may be deemed to continue in existence in order to preserve the same, and all debts, liabilities, restrictions and duties of the respective Constituent Corporations, including, without limitation, all obligations, liabilities and duties as lessee under any existing lease, shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, restrictions and duties had been incurred or contracted by it. Except as herein otherwise specifically set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of Union shall continue unaffected and unimpaired by the Merger.

"3.2 The Constituent Corporations hereby agree, respectively, that from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, they will execute and deliver or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to vest or perfect in or confirm to, the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this ARTICLE III of this Agreement and otherwise to carry out the intent and purpose of this Agreement.

"3.3 The 'effective date of the merger' shall be (and such phrase as used herein shall mean) the time at which this Agreement is filed by Union in the office of the Secretary of State of the State of California. Such filing shall be made as soon as practicable after the requisite approval by the stockholders of the Constituent Corporations at meetings to be called and held as provided for in ARTICLE VII hereof and after the filing of this Agreement in the office of the Secretary of State of the State of Ohio, and upon satisfaction or waiver of the conditions set forth herein to the obligations of the Constituent Corporations."

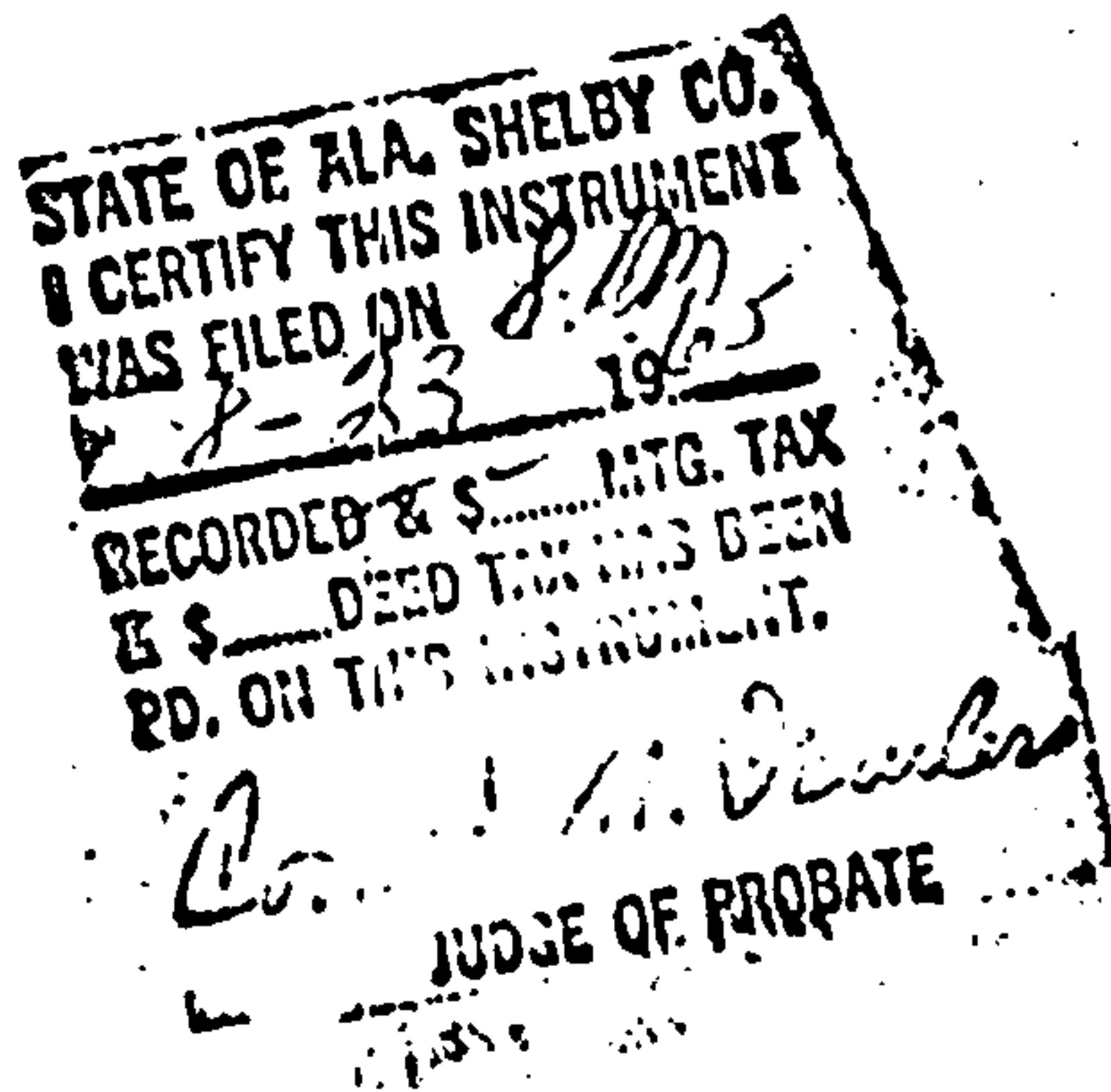
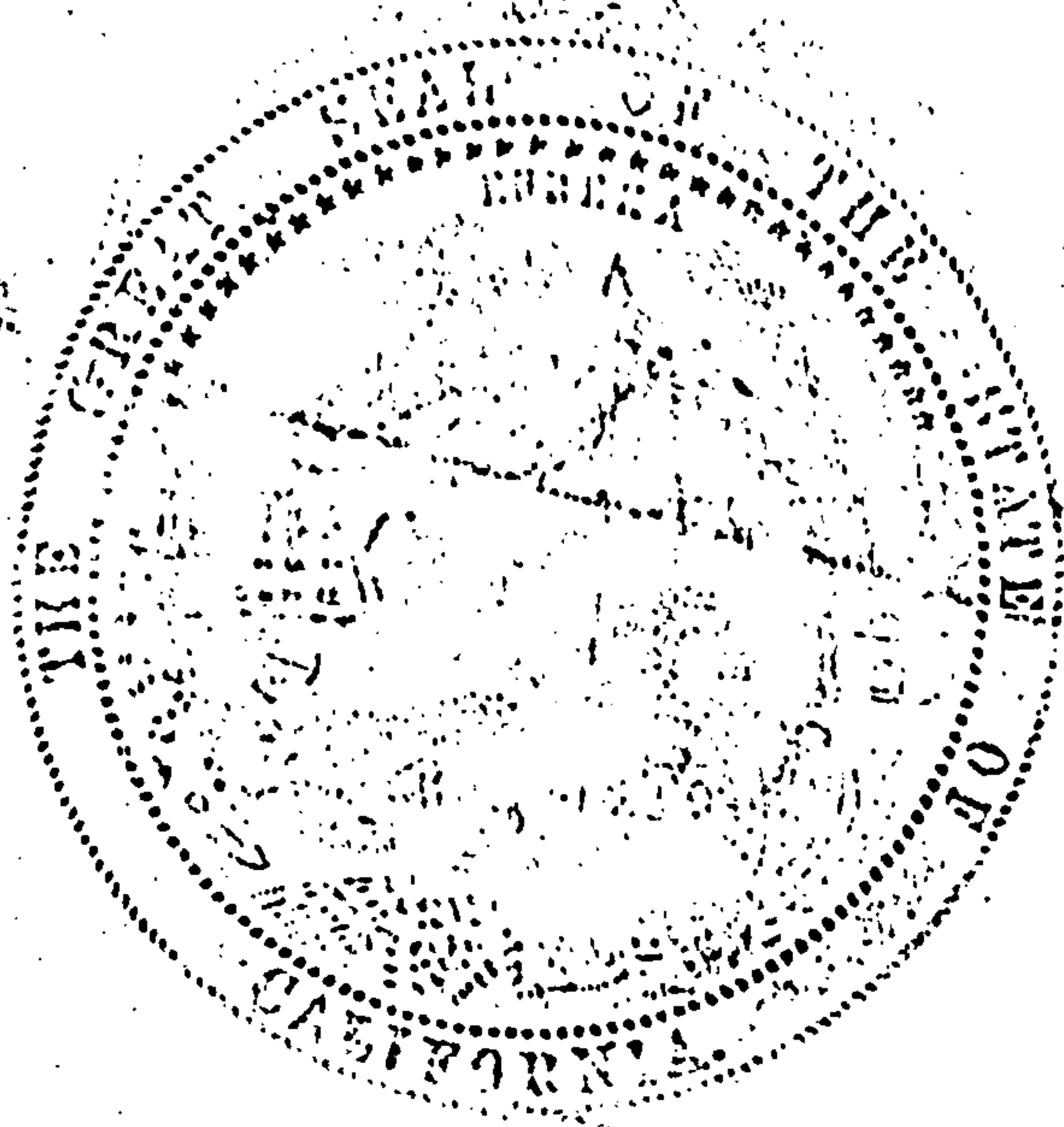


That Union Oil Company of California, as the surviving corporation of the merger between itself and The Pure Oil Company, is in good standing as such surviving corporation in accordance with the laws of the State of California as reflected by the records in the office of the Secretary of State of the State of California.

IN WITNESS WHEREOF, I hereunto set  
my hand and affix the Great Seal  
of the State of California this  
23rd day of July, 1965

*Frank M. Jordan*  
FRANK M. JORDAN  
Secretary of State

By \_\_\_\_\_  
Walter C. Stutler  
Assistant Secretary of State



BOOK 237 PAGE 121