

account to either of them, including choses in action, shall be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed. All outstanding rights of Sun (NJ) in and to any patents, trademarks, applications for patents or trademarks, copyrights, licenses under any patents or trademarks of other parties, proprietary information and trade secrets, or any similar industrial property shall be taken and deemed to be transferred and assigned to Sun of Penna. without further act or deed. The Surviving Corporation shall thenceforth be responsible for all the liabilities and obligations of the Constituent Corporations, but the liabilities of the Constituent Corporations, or of their stockholders, directors or officers shall not be affected, nor shall the rights of the creditors thereof or of any persons dealing with either of the Constituent Corporations, or any liens upon the property of either Constituent Corporation, be impaired by such merger, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if such merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in its place. The Surviving Corporation shall not be reason of the merger acquire authority to engage in any business or exercise any right which a corporation may not be formed under the Pennsylvania Business Corporation Law to engage in or exercise.

1.09 Sun (NJ) hereby agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deed or 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 evidence the transfer, vesting or devolution of any property, right, privilege or franchise or 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 I and otherwise to carry out the intent and purposes hereof.

1.10 Subject to the terms and conditions herein provided, this Plan of Merger shall be certified, executed, acknowledged and filed (together with any other instruments required to be filed) in the Office of the Secretary of the State of New Jersey and in the Office of the Secretary of the Commonwealth of Pennsylvania, all in accordance with the New Jersey Business Corporation Act and the Pennsylvania Business Corporation Law as soon as practicable after the satisfaction or waiver (to the extent waiver is permitted by law) of all those conditions set forth in Article VI of the Agreement and Plan of Reorganization dated August 20, 1971 by and among Sun (NJ), Sun Oil Company (Pa), a Pennsylvania corporation, (hereinafter sometimes referred to as "Sun (Pa)"), Sun Oil Company (Delaware), a Delaware corporation, and Sun of Penna. (hereinafter sometimes referred to as the "Agreement and Plan of Reorganization"). The merger of Sun (NJ) into Sun of Penna. shall be effective as of the close of business on the date of the completion of the filing of the Plan of Merger (together with any other instruments required to be filed) in the Offices of the Secretary of State of New Jersey and of the Secretary of the Commonwealth of Pennsylvania, and such date shall be, and is herein sometimes referred to as, the "Effective Date of the Merger".

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