

DISTRIBUTION AGREEMENT

This Distribution Agreement, dated as of October 7, 1988 is entered into by and between Sun Exploration and Production Company, a Delaware corporation and managing general partner of Sun Energy Partners, L. P., and certain other Subsidiary or Affiliate limited partnerships and Sun Company, Inc., a Pennsylvania corporation and owner of all the issued and outstanding common stock of SEPC, on behalf of itself and its Subsidiary or Affiliate companies (except SEPC).

WHEREAS, SEPC is presently a wholly owned subsidiary of Sun; and

WHEREAS, the Board of Directors of Sun has determined that it is in the best interests of the shareholders of Sun to distribute all of the outstanding shares of SEPC's Common Stock issued to Sun to the holders of Sun Common Stock;

WHEREAS, in preparation for the Distribution, all the issued and outstanding stock of Sun Equity, Inc., a wholly owned subsidiary of Sun and special general partner in the Partnership, will be contributed to the paid-in capital of SEPC;

WHEREAS, by special meeting duly called, Sun's shareholders have voted to approve said Distribution; and

WHEREAS, Sun and SEPC desire to record their respective rights, duties, obligations and agreements in connection with said Distribution;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 General. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

(a) Affiliate: As defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended, as such Rule is in effect on the date hereof.

(b) Ancillary Agreements: All of the agreements, instruments, understandings, or other arrangements entered into in connection with the transactions contemplated hereby, as attached hereto as Exhibits I through VIII, including, without limitation, the agreements described in Article IV of this Agreement.

(c) SEPC: SEPC acting on behalf of itself, and, unless the context otherwise requires, its Subsidiaries and Affiliates or limited partnerships of which it serves as managing general partner, as of the Distribution Date.

(d) SEPC Businesses: The assets, businesses and operations of SEPC heretofore, currently or hereafter held, managed or conducted in association with or relative to the exploration, production, processing or transportation of crude oil, natural gas or associated hydrocarbons. SEPC Businesses shall also include, without limitation, all businesses previously discontinued and all businesses, assets or operations held, managed, or operated by, or operationally related to, any of such businesses (including those businesses listed on Appendix A to this Agreement). SEPC Businesses shall not include the Sun Businesses.

(e) SEPC Common Stock: The common stock, par value \$1.00 per share, of SEPC.

(f) SEPC Business Liabilities: All liabilities arising out of, in connection with, or relating principally to any of the SEPC Businesses or any businesses, assets or operations owned, managed or operated by SEPC prior to the formation of the Partnership. SEPC Business Liabilities shall not include (i) any liability for environmental or other matters not related to the exploration, production, processing or transportation of crude oil or natural gas or associated hydrocarbons and (ii) any liability arising out of, in connection with, or relating principally to, the marketing operations of Sun Gas Liquids, Inc. in connection with the marketing of LPG products produced from the Sun Refining and Marketing Company refineries in Toledo, Ohio, Marcus Hook, Pennsylvania and Tulsa, Oklahoma.

(g) Sun Policies: All insurance policies or binders held by, on behalf of, or providing coverage for, Sun (which coverage included Sun's subsidiaries and SEPC) or any director, officer or other employee thereof.

(h) Insurance Proceeds: Those monies (i) received by an insured from an insurance carrier or (ii) paid by an insurance carrier on behalf of the insured.

(i) Distribution: The distribution by dividend to holders of Sun Common Stock of the outstanding shares of SEPC Common Stock owned by Sun immediately before the Distribution Date.

(j) Distribution Date: The date determined by the Board of Directors or Chief Executive Officer of Sun as of which the Distribution will be made.

(k) Sun: Sun and, unless the context otherwise requires, any entity (other than SEPC) which is a Subsidiary or other Affiliate.

(l) Sun Businesses: The assets, businesses and operations of Sun heretofore, currently or hereafter held, managed or conducted, including without limitation, all businesses previously discontinued and all businesses, assets or operations held, managed, operated by, or operationally related to, any of such businesses (including those businesses listed on Appendix B to this Agreement). Sun Businesses shall not include the SEPC Businesses.

(m) Sun Common Stock: The common stock, par value \$1.00 per share, of Sun.

(n) Sun Business Liabilities: All liabilities of Sun, including all liabilities arising out of, in connection with or relating principally to, any of the Sun Businesses.

(o) Partnership: Sun Energy Partners, L.P., which for purposes of this Agreement shall act through SEPC, its managing general partner.

(p) Sun Equity: Sun Equity, Inc., special general partner for the Partnership which for purposes of this Agreement shall act through SEPC, its sole shareholder.

(q) Subsidiary: An entity more than 50% of the equity interest of which is directly or indirectly owned, beneficially or of record, by Sun or SEPC, as the case may be.

ARTICLE II CERTAIN DISTRIBUTION RELATED TRANSACTIONS

Section 2.01 Intercompany Accounts.

(a) Prior to the Distribution Date, SEPC shall obtain \$1 billion of financing from independent third party sources and shall remit the proceeds of such financings to Sun in settlement of certain intercompany receivables and payables outstanding between SEPC and Sun as of the Distribution Date.

(b) Subject to the satisfaction by SEPC of its obligations under Section 2.01(a), all intercompany receivables and payables (other than accounts, if any, relating to intercompany contractual or other obligations, including trade receivables and payables which pertain to ongoing trade relationships in the ordinary course of business between Sun and SEPC and which are contemplated to survive the Distribution Date, including, without limitation, obligations pursuant to this Agreement and the Ancillary Agreements) in existence as of the Distribution Date between SEPC (which for purposes of this Section shall include Sun Equity, the Partnership and each of its various operating partnerships) and Sun shall be eliminated, as of the Distribution Date, by netting intercompany receivable accounts against intercompany payable accounts, and closing the net amount to the equity account of SEPC in constructive exchange for additional SEPC stock as a contribution to paid-in capital by Sun as part of the plan of reorganization.

(c) Subject to satisfaction by SEPC of its obligations under Section 2.01(a), as of the Distribution Date, Sun will calculate and make a capital contribution to SEPC in constructive exchange for SEPC stock as part of the plan of reorganization so that, on or about the Distribution Date, SEPC will receive (i) \$55 million in cash from Sun plus (ii) the return of net cash generated by SEPC from July 1, 1988, through October 31, 1988, (estimated to be approximately \$95 million). Net cash generated by SEPC from July 1, 1988 through October 31, 1988, is defined to be "net funds flow prior to equity activities" as determined under Sun's internal management reporting, but excluding the impact of financings described in 2.01(a) and the recapitalization transactions related to the Distribution. In the event that such contribution by Sun is made to SEPC after the Distribution Date, Sun shall include any additional capital contribution to SEPC equal to interest at the 30-day LIBID rate.

Section 2.02 Home Equity Reimbursements. As of the Distribution Date, SEPC shall reimburse Sun for all equity, fees or other funds advanced by Sun prior to the Distribution Date to certain SEPC employees, their agents or P.H.H. Home Equity Corporation ("Home Equity"), Sun's corporate relocation agent under its Employee Moving and Relocation Program ("Program") and pursuant to the agreement dated January 1, 1986 by and between Sun and Home Equity, with regard to any real property owned by SEPC employees which remains in inventory under the Program as of the Distribution Date. SEPC further agrees that all real property owned by SEPC employees or placed into inventory under the Program prior to the Distribution Date will, as of the Distribution Date, become the continuing responsibility and liability of SEPC.

ARTICLE III SATISFACTION OF LIABILITIES

Section 3.01 Sun Liabilities. Except as otherwise provided herein or in the Benefits Agreement, effective as of and after the Distribution Date, as between Sun and SEPC, Sun shall be responsible for the Sun Business Liabilities and for such undertakings which Sun has entered into, in connection with the Distribution. Sun agrees to indemnify and hold SEPC harmless from any damages, claims, liabilities, losses, costs or expenses, including reasonable attorneys' fees, interest and penalties incurred by SEPC in connection with all Sun Liabilities as defined in this section.

Section 3.02 SEPC Liabilities. Except as otherwise provided herein or in the Benefits Agreement, effective as of and after the Distribution Date, as between SEPC and Sun, SEPC shall be responsible for the SEPC Business Liabilities and for such undertakings which SEPC has entered into, in connection with the Distribution. SEPC shall be further responsible for all damages, claims and liabilities relating to or arising out of any action taken, whether before or after the Distribution, with respect to the ownership, operation or administration of the Partnership, (including its continued status as a partnership for

federal, state or local tax purposes), the treatment of Sun Equity and the administration or operation of the Partnership's various subsidiary operating partnerships for which SEPC has served as managing general partner. SEPC agrees to indemnify and hold Sun harmless from any damages, claims, liabilities, losses, costs or expenses, including reasonable attorneys' fees, interest and penalties incurred by Sun in connection with all SEPC Liabilities as defined in this section.

Section 3.03 Insurance Proceeds. Insurance Proceeds received by either party with respect to any liability covered by this Agreement (including any Ancillary Agreements hereto) shall be paid over promptly to the party responsible for discharging such liability hereunder.

Section 3.04 Hold Harmless - Third Parties

(a) Indemnification by SEPC. SEPC shall obtain for the benefit of any third party a release from any obligations and liabilities to such third party relating to the SEPC Businesses, and shall indemnify, defend and hold Sun harmless from and against all liabilities relating to the SEPC Businesses with respect to which Sun has provided indemnification to any third party. And in no event shall Sun be held liable for any consequential damages, including lost profits, loss of use of facilities or injury to goodwill of SEPC which shall arise incident to the Distribution or the performance of any obligation or service hereunder.

(b) Indemnification by Sun. Sun shall obtain for the benefit of any third party a release from any obligations and liabilities to such third party relating to the Sun Businesses, and shall indemnify, defend and hold SEPC harmless from and against all liabilities relating to the Sun Businesses with respect to which SEPC has provided indemnification to any third party. And in no event shall SEPC be held liable for any consequential damages, including lost profits, loss of use of facilities or injury to goodwill of Sun which shall arise incident to the Distribution or the performance of any obligation or service hereunder.

ARTICLE IV
ANCILLARY AGREEMENTS

Section 4.01 Services and Consultation Agreements. Prior to the Distribution Date, SEPC and Sun have entered into several agreements (attached hereto as Exhibits I through IV and incorporated herein by reference) pursuant to which Sun or SEPC will provide to the other and/or its Subsidiaries or Affiliates various services after the Distribution Date that may be reasonably necessary for the conduct of the SEPC Businesses and the Sun Businesses.

Section 4.02 Tax Sharing Agreement. Prior to the Distribution Date, Sun and SEPC have entered into a tax sharing agreement (attached hereto as Exhibit V and incorporated herein by reference) which will provide for allocation of federal, state, local and foreign income tax liabilities and credits for years prior to 1988 and for January 1, 1988 through the Distribution Date.

Section 4.03 Benefits Agreement. Prior to the Distribution Date, Sun and SEPC have entered into a benefits agreement (attached hereto as Exhibit VI and incorporated herein by reference) providing for allocation of liabilities under the Sun employee benefit plans and providing for certain other employee compensation and benefit matters.

Section 4.04 Intellectual Property Agreement. Prior to the Distribution Date, Sun and SEPC have entered into an intellectual property agreement (attached hereto as Exhibit VII and incorporated herein by reference) providing for the disposition of intellectual property and use of Sun trademarks.

Section 4.05 Insurance Agreement. Prior to the Distribution Date, Sun and SEPC shall have entered into an insurance agreement (attached hereto as Exhibit VIII and incorporated herein by reference) providing for allocation of liabilities under the Sun insurance program and providing for certain other terms and conditions relating to continued insurance coverage, insurance administration and provision of certain services after the Distribution Date.

ARTICLE V
ACCESS TO INFORMATION

Section 5.01 Provision of Corporate Records.

(a) Transfer by Sun. Sun shall arrange as soon as practicable following the Distribution Date for transportation to SEPC (at SEPC's expense) of existing corporate records in Sun's possession relating exclusively to the SEPC Businesses, including any original corporate minute books, stock ledgers and certificates and corporate seals of SEPC (including its Subsidiaries and Affiliates), and all agreements, litigation files and filings with government agencies relating to the SEPC Businesses. Sun shall also provide to SEPC, unless already in the possession of SEPC, copies of all Sun Policies under which SEPC (or its Subsidiary and/or Affiliate) is a named insured, and except as otherwise provided in the Intellectual Property Agreement, any lists of trademarks, patents (design and mechanical) and copyrights relating to the SEPC Businesses.

(b) Transfer by SEPC. SEPC shall arrange as soon as practicable following the Distribution Date for the transportation to Sun (at Sun's expense) of existing corporate records in SEPC's possession relating to the Sun Businesses including all agreements, litigation files and filings with government agencies relating to the Sun Businesses.

Section 5.02 Access to Information. From and after the Distribution Date, Sun shall afford to SEPC and its authorized accountants, counsel and other designated representatives reasonable access (including using reasonable efforts to give access to persons or firms possessing information) and duplicating rights during normal business hours to all records, books, contracts, instruments, computer

data and other data and information (collectively, "Information") within Sun's possession or control relating exclusively to the SEPC Businesses, insofar as such access is reasonably required by SEPC; and SEPC shall afford to Sun and its authorized accountants, counsel and other designated representatives reasonable access (including using reasonable efforts to give access to persons or firms possessing information) and duplicating rights during normal business hours to Information within SEPC's possession or control relating exclusively to the Sun Businesses insofar as such access is reasonably required by Sun. Information may be requested under this Article V for, without limitation, audit, accounting, claims, litigation and tax purposes, as well as for purposes of fulfilling disclosure and reporting obligations and for performing this Agreement and the transactions contemplated hereby.

Section 5.03 Production of Witnesses. At all times from and after the Distribution Date, each of SEPC and Sun shall use reasonable efforts to make available to the other upon written request, its and its Subsidiaries' or Affiliates' current and former officers, directors, employees and agents as witnesses to the extent that such persons may reasonably be required in connection with any legal, administrative or other proceedings in which the requesting party may from time to time be involved; and SEPC specifically agrees to use its best efforts to continue to cause Billy D. Watts, Chief Pilot, to be available to Sun as a consultant and/or witness in certain pending litigation and any appeals filed incident thereto.

Section 5.04 Reimbursement. Except to the extent otherwise contemplated by any Ancillary Agreement, a party providing Information to the other party under this Article V shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such out-of-pocket expenses relating to duplication, copying, supplies, disbursements and other expenses as may be actually and reasonably incurred in providing such Information.

Section 5.05 Retention of Records. Except as otherwise required by any applicable statute or regulation or as agreed herein, each of SEPC and Sun shall retain following the Distribution Date all Information relating to the other; provided, however, such information may be destroyed or otherwise disposed of if prior to such destruction or disposal, (a) the party proposing to destroy or otherwise dispose of such Information shall provide reasonable, and in no case less than ninety (90) days prior written notice to the other, specifying the category or type of Information proposed to be destroyed or disposed of, and (b) if a recipient of such notice shall request orally or in writing prior to the scheduled date for such destruction or disposal that any of the Information proposed to be destroyed or disposed of be delivered to such requesting party, the party proposing the destruction or disposal shall promptly arrange for the delivery of such of the Information as was requested at the expense of the party requesting such Information.

Section 5.06 Confidentiality. Each of Sun and SEPC shall hold, and shall cause its consultants, agents, advisors, successors and assigns

to hold, in strictest confidence all Information concerning the other in its access or possession or which has been furnished by the other or the other's representatives pursuant to this Agreement and its Ancillary Agreements (except to the extent that such Information has been (a) placed in the public domain through no fault of such party, or (b) lawfully acquired from other sources by such party), and each party shall not duplicate, release or disclose such Information to any other person, except its auditors, attorneys, financial advisors, bankers, other consultants and advisors or persons with whom such party has a valid existing business obligation to provide such Information, unless compelled to disclose by judicial or administrative process or, as advised by its counsel, by other requirements of law.

ARTICLE VI

BONDS; GUARANTIES; LETTERS OF CREDIT; COMFORT LETTERS; NOTES

Section 6.01 Certain Transfer and/or Indemnification Commitments.

(a) Sun Obligation. Prior to the Distribution Date, Sun shall use its best efforts to deliver to SEPC copies of all outstanding performance and surety bonds, letters of credit obligations, guarantees, comfort letters and certain note obligations listed on Appendix C-1 to this Agreement (collectively, the "Obligations") issued by or in the name of Sun and relating to the SEPC Businesses. SEPC shall use its best efforts to obtain and have issued replacements for the Obligations, each of which shall be substantially similar to that being so replaced, and to obtain any amendments, notations, releases, waivers, consents or approvals necessary to release Sun thereunder; provided, however, that SEPC shall not be obligated to obtain and have issued a replacement for any Obligation to the extent that the costs payable by SEPC to obtain such a replacement would be materially greater than the costs incurred by SEPC pursuant to the last sentence of this paragraph (a). SEPC and the Partnership shall be responsible for, and shall indemnify, defend and hold Sun harmless from and against any liability associated with the Obligations, including any liabilities arising out of acts or omissions attributable to SEPC with respect thereto subsequent to the Distribution Date until such Obligations have been replaced and all obligations of Sun thereunder have been released.

(b) SEPC Notes. Similarly, with respect to those note obligations ("Notes") listed on Appendix C-2, which have been issued by or in the name of SEPC and relate to the Sun Businesses, Sun shall use its best efforts to obtain and have issued replacements for the Notes, each of which shall be substantially similar to that being so replaced, and to obtain any amendments, notations, releases, waivers, consents or approvals necessary to release SEPC thereunder; provided, however, that Sun shall not be obligated to obtain and have issued a replacement for any Notes to the extent that the costs payable by Sun to obtain such a replacement would be materially greater than the costs incurred by Sun pursuant to the last sentence of this paragraph (b). Sun shall be responsible for, and shall indemnify, defend and hold SEPC harmless from

and against any liability associated with the Notes, including any liabilities arising out of acts or omissions attributable to Sun with respect thereto subsequent to the Distribution Date until such Notes are replaced and all obligations of SEPC thereunder have been released.

ARTICLE VII
COVENANTS

Section 7.01 Contracts. All contractual obligations concerning the SEPC Businesses shall remain the continuing responsibility of SEPC and SEPC shall indemnify, defend and hold Sun harmless from and against any damages, claims or liabilities arising out of acts or omissions attributable to SEPC with respect to the performance of any obligations arising under said contracts.

Section 7.02 Upon Consolidation or Merger. SEPC hereby covenants and agrees that in the event of any consolidation or merger of SEPC with or into any other corporation or corporations, or any consolidation or merger involving a change of control in which SEPC is the continuing corporation, or any sale or conveyance of all or substantially all of the property of SEPC to another, any such merger, consolidation, sale or conveyance shall be conditioned upon the guarantee by the successor corporation (or other person), or the controlling person if SEPC is the continuing corporation, of any agreements by SEPC of which Sun is the guarantor so that such successor corporation (or other person), or the controlling person if SEPC is the continuing corporation, shall be jointly and severally liable as a guarantor of such agreements of SEPC.

Section 7.03 (a) Partnership Interest. For a period of two years from the Distribution Date, SEPC, as managing general partner of the Partnership, shall not authorize or otherwise undertake the sale, redemption, purchase (excluding purchases under the Partnership's currently announced unit repurchase program and any extensions thereof), or tender for any publicly held limited partnership interests issued by the Partnership without the advance written consent of Sun. Such consent will not be withheld if Sun obtains either a supplemental ruling from the Internal Revenue Service or an opinion from tax counsel, satisfactory to Sun, to the effect that the sale, redemption, purchase or tender for publicly held partnership interests issued by the Partnership will not adversely affect the tax-free Distribution. At SEPC's request, Sun shall seek such a ruling from the Internal Revenue Service as expeditiously as practicable with the full participation of SEPC provided there is a reasonable basis for the rulings requested.

(b) Change in Business. SEPC agrees that for a period of two years following the Distribution Date, it will continue to conduct its pre-Distribution business (including the business of Sun Gas Liquids, Inc.) as an active trade or business within the meaning of Section 355 of the Internal Revenue Code and the regulations promulgated thereunder. In the event SEPC desires to restructure its business in a manner that might affect the continuation of its pre-Distribution active trade or business, then it must receive the advance written consent of Sun. Such consent

shall not be withheld if Sun either obtains a supplemental private letter ruling from the Internal Revenue Service or a satisfactory opinion of counsel that such restructuring does not adversely affect the tax-free status of the Distribution. At SEPC's request, Sun shall seek such a ruling from the Internal Revenue Service as expeditiously as practicable with the full participation of SEPC provided there is a reasonable basis for the rulings requested.

(c) Breach by SEPC. Notwithstanding any provision(s) to the contrary in the Tax Sharing Agreement, Exhibit V hereto, SEPC shall be liable to Sun for any loss, liability, cost or expense, including reasonable attorneys' fees and interest and penalties, incurred by Sun as the result of any breach by SEPC of its obligations under this Section 7.03.

Section 7.04 Guaranty Fees. SEPC agrees to continue as guarantor of certain of Sun's currently outstanding indebtedness after the Distribution, and Sun agrees to pay SEPC an annual guaranty fee for SEPC's continuation as guarantor in the amount of one quarter of one percent on the outstanding indebtedness.

Section 7.05. Preparation of Financial and Operating Information.

SEPC shall complete and submit to Sun such financial and operating information which may be required by Sun in order to meet its monthly, quarterly and year end financial reporting obligations including, but not limited to:

- (a) all currently required submissions including those under the Corporate Financial Reporting System (CFRS) for the reporting periods ended August 31, September 30 and October 31, 1988 and for all subsequent months (or partial months) up to the Distribution Date;
- (b) all quarterly reporting requirements for the quarter ended September 30, 1988 and for all subsequent quarters (or partial quarters) up to the Distribution Date with such reporting requirements to include, but not be limited to:
 - (i) Domestic Oil and Gas Income Statement, including production volumes;
 - (ii) Quarterly Income Fluctuation (QIF) analysis for the Domestic Oil and Gas Operating Group and Sun E&P Corporate Headquarters;
 - (iii) Quarterly Reporting Package (QRP) for the Domestic Oil and Gas Operating Group and Sun E&P Corporate Headquarters; and
 - (iv) financial and operating statistics to be included in Sun's Quarterly Report for the third and fourth quarters of 1988.

- (c) all information necessary to prepare Sun's 1988 Annual Report and Form 10-K relating to the partial year up to the Distribution Date including, but not limited to:
 - (i) information requested in the Year-End Disclosure Requirements Letter; and
 - (ii) preparation of a first draft (and subsequent revisions) of the Business and Properties discussion of Sun's domestic exploration and production business for 1988 up to the Distribution Date.
- (d) all information necessary to complete the Form EIA-28 for the 1988 reporting year as required by the U.S. Department of Energy.

ARTICLE VIII
TRANSFERS OF PROPERTY

Section 8.01 Airplane.

(a) Prior to the Distribution Date, Sun shall take all appropriate steps necessary to transfer, for fair market value, the title and ownership of the Aircraft and any accessories or equipment related thereto or used therefor (including but not limited to its log books and maintenance manuals) as described below, to SEPC:

Aircraft:

Make and Model: Falcon 20 F Jet
 Serial No.:453
 Registration No.:N265
 Engine Type: General Electric CF700-2D2
 Engine Serial Nos.:304550, 304553

(b) SEPC and Sun further agree that any pilot or maintenance services provided with respect to said Aircraft and its related accessories and equipment prior to the Distribution shall be the responsibility of SEPC on and subsequent to the Distribution Date.

Section 8.02 (a) Common Stock of Sun Gas Terminals and Storage (PA), Inc. Prior to the Distribution Date, SEPC shall cause its wholly owned subsidiary, Sun Gas Liquids, Inc. to transfer to Sun Refining and Marketing Company, a wholly owned subsidiary of Sun, one hundred percent (100%) of the outstanding shares of common stock of Sun Gas Terminals and Storage (PA), Inc. issued to Sun Gas Liquids, Inc. in exchange for payment of the fair market value for such shares.

(b) Propane Contracts/Litigation. Promptly after the transfer as discussed at paragraph (a) of this section, SEPC shall cause the assignment and transfer to Sun Refining and Marketing Company of certain Sun Gas Liquids, Inc. contracts and litigation which relate to the sale of propane from the Sun Refining and Marketing Company refineries located at Toledo, OH, Tulsa, OK and Marcus Hook, PA.

ARTICLE IX
MISCELLANEOUS

Section 9.01 Complete Agreement; Construction. This Agreement, including the Ancillary Agreements and other agreements and documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. Except as otherwise expressly provided in this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of any Ancillary Agreement, the provisions of the Ancillary Agreement shall control.

Section 9.02 Survival of Agreements. All covenants and agreements of the parties contained in this Agreement shall survive the Distribution Date.

Section 9.03 Expenses. Except as otherwise set forth in this Agreement or any Ancillary Agreement, Sun and SEPC shall each bear its own costs and expenses arising prior to the Distribution Date (whether or not then payable) in connection with the preparation, execution, delivery and implementation of this Agreement and with the consummation of the Distribution or the other transactions contemplated by this Agreement. Such costs and expenses shall include, without limitation, printing costs and other expenses related to the preparation, printing and distribution of any information statement to be sent to the holders of Sun Common Stock in connection with the Distribution.

Section 9.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of laws thereof.

Section 9.05 Notices. All notices and other communications hereunder shall be in writing and shall be delivered by hand or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address or party as shall be specified by like notice) and such notice shall be deemed given on the date received:

To Sun:

Sun Company, Inc.
100 Matsonford Road
Radnor, PA 19087
Attention: General Counsel

To SEPC:

Sun Exploration and Production Company
P. O. Box 2880
Dallas, TX 75221
Attention: Vice President, Finance and
Vice President and General Counsel

Section 9.06 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto.

Section 9.07 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 9.08 Termination. This Agreement may be terminated and the Distribution abandoned at any time prior to the Distribution Date by and in the sole discretion of the Sun Board of Directors without the approval of SEPC's or Sun's stockholders. In the event of such termination, no party shall have any liabilities of any kind to any other party.

Section 9.09 Performance. The parties hereto shall cause to be performed, and hereby guarantee the performance of, all actions, agreements and obligations set forth herein to be performed by any Affiliate or Subsidiary of such party.

Section 9.10 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective Subsidiaries and Affiliates and shall not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 9.11 Titles and Headings. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning of interpretation of this Agreement.

Section 9.12 Legal Enforceability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision or remedies otherwise available to any party hereto. Without prejudice to any rights or remedies otherwise available to any party hereto, each party hereto acknowledges that damages would be an inadequate remedy for any breach of the provisions of this Agreement and agrees that the obligations of the parties hereunder shall be specifically enforceable.

Section 9.13 Cooperation and Further Assurances. Each of Sun and SEPC shall (and each shall cause its respective Affiliates to) cooperate with the other to fulfill the intent of the parties as set forth in this Agreement and the Ancillary Agreements. After the Distribution Date, Sun

and SEPC shall each cooperate with the other to determine whether any assets held by Sun or SEPC immediately after the Distribution Date are related primarily to the businesses of the other, in which event Sun or SEPC, as the case may be, shall upon mutual agreement, transfer such assets to the other with costs for such transfer to be borne by the recipient. Each of SEPC and Sun shall (and each shall cause its respective Subsidiaries or Affiliates to) execute and deliver such further instruments of conveyance, transfer and assignment and shall take such other actions as the other party may reasonably request in order to effectuate the purposes of this Agreement and the Ancillary Agreements and to carry out the terms hereof and thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

Witness:

Witness:

E. C. Gerner
E. C. Gerner
Assistant Corporate Secretary

SUN EXPLORATION AND
PRODUCTION COMPANY

By: [Signature]
Its: Vice President, Finance

SUN COMPANY, INC.

By: [Signature]
Its: John P. Neafsey
Executive Vice President

SEPC BUSINESSES

APPENDIX A

<u>COMPANY NAME</u>	<u>ACTIVE/DEFUNCT</u>
DUNIGAN TOOL AND SUPPLY COMPANY, INC.	D
SUN CALVERT COMPANY	D
SUN E&P INVESTMENT COMPANY	D
SUN EXPLORATION AND PRODUCTION COMPANY	A
SUN EXPLORATION COMPANY, A DIV. OF SUN EXPLORATION AND PRODUCTION CO.	D
SUN EXPLORATION DIVISION, SUN EXPLORATION AND PRODUCTION COMPANY	D
SUN GAS COMPANY, A DIVISION OF SUN EXPLORATION AND PRODUCTION	D
SUN GAS DIVISION, SUN EXPLORATION AND PRODUCTION COMPANY	D
SUN OIL COMPANY (DELAWARE)	D
SUN PRODUCTION COMPANY, A DIVISION OF SUN EXPLORATION AND PRODUCTION	D
SUN PRODUCTION DIVISION, SUN EXPLORATION AND PRODUCTION COMPANY	D
SUN TEXAS COMPANY, A DIVISION OF SUN OIL COMPANY (DELAWARE)	D
SUN WEST OIL COMPANY	D
SUNMARK EXPLORATION COMPANY, A DIVISION OF SUN OIL COMPANY (DELAWARE)	D
SUNRAY OIL CORPORATION	D

EXETER OIL COMPANY, LTD.	D
HOG CREEK OIL CORPORATION	D
JARESA GAS GATHERING COMPANY	D
LLAVES-GAVILAN COMPANY	A
HLC270A/EDD	

MARBLE FALLS GAS CO.	D
NABORS-SUN DRILLING AND OPERATING COMPANY, INC.	D
PLANTERS FERTILIZER COMPANY, INC.	D
RADEP PIPELINE COMPANY	A
SUN COGENERATION COMPANY	A
SUN CRUDE MARKETING & TRANSPORTATION, INC.	A
SUN CRUDE TRADING & TRANSPORTATION, INC.	D
SUN GAS GATHERING COMPANY, INC.	D
SUN GAS TERMINALS AND STORAGE, INC.	D
SUN GAS TRANSMISSION COMPANY, INC.	A
SUN NITROGEN PRODUCTS, INC.	D
SUN OFFSHORE GATHERING COMPANY	A

CANYON REEF CARRIERS, INC. (16.32%)	A
EAST TEXAS SALT WATER DISPOSAL COMPANY (4.8%)	A
MESBIC FINANCIAL CORPORATION OF DALLAS (1.6%)	A
VAN SALT WATER DISPOSAL COMPANY (3.8%)	A

CASTLE VALLEY COMPANY	A
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SUN ENERGY PARTNERS, L.P.	A
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RADEP PIPELINE LIMITED PARTNERSHIP	A
SUN COGENERATION LIMITED PARTNERSHIP	A
SUN CRUDE MARKETING & TRANSPORTATION LIMITED PARTNERSHIP	A
SUN CRUDE TRADING & TRANSPORTATION LIMITED PARTNERSHIP	D
SUN EXPLORATION AND PRODUCTION COMPANY OF PENNSYLVANIA, INC.	A

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SUN_MD0001602

SUN GAS LIQUIDS, INC.	A
SUN GAS TRANSMISSION LIMITED PARTNERSHIP	A
SUN LLAVES-GAVILAN LIMITED PARTNERSHIP	A
SUN OFFSHORE GATHERING LIMITED PARTNERSHIP	A
SUN OPERATING LIMITED PARTNERSHIP	A
SUN PENNSYLVANIA LIMITED PARTNERSHIP	A

SUN EQUITY, INC.	A
SUNOCO OPERATIONS, INC.	D
SUN TEXAS COMPANY	A

SUN COMPANY, INC. BUSINESSES

COMPANY NAME:

Adamantech, Inc.
-Alliance Enterprise Corporation
Ardprop, Inc.
Ardvest, Inc.
British Sun Oil Company Limited
Can-Am Barge Company, Inc. (Name Saver Company)
Caribe Sun Oil Company (Name Saver Company)
Coatings Divestiture Corporation
COS Corporation
Distributors Divestiture Corporation
Dubai Sun Oil Company
Elk River Resources, Inc.
Environmental Services of New Jersey, Inc.
Helios Assurance Company Limited
Helios Capital Corporation
--Beneco Leasing One, Inc.
--Beneco Leasing Two, Inc.
--Beneco Leasing Three, Inc.
--Beneco Leasing Four, Inc.
--Beneco Leasing Five, Inc.
--Beneco Leasing Six, Inc.
--Sunoco Leasing, Inc.
----Heleasco One, Inc.
----Heleasco Two, Inc.
----Heleasco Three, Inc.
----Heleasco Four, Inc.
----Heleasco Five, Inc.
----Heleasco Six, Inc.
----Heleasco Seven, Inc.
----Heleasco Eight, Inc.
----Heleasco Nine, Inc.
----Heleasco Ten, Inc.
----Heleasco Eleven, Inc.
----Heleasco Twelve, Inc.
----Heleasco Thirteen, Inc.
----Heleasco Fourteen, Inc.
----Heleasco Fifteen, Inc.
----Heleasco Sixteen, Inc.

COMPANY NAME:

- Heleasco Seventeen, Inc.
- Heleasco Eighteen, Inc.
- Heleasco Nineteen, Inc.
- Heleasco Twenty, Inc.
- Heleasco Twenty-One, Inc.
- Heleasco Twenty-Two, Inc.
- Heleasco Twenty-Three, Inc.
- Heleasco Twenty-Four, Inc.
- Heleasco Twenty-Five, Inc.
- Heleasco Twenty-Six, Inc.
- Heleasco Twenty-Seven, Inc.
- Heleasco Twenty-Eight, Inc.
- Heleasco Twenty-Nine, Inc.
- Heleasco Thirty, Inc.
- Heleasco Thirty-One, Inc.
- Heleasco Thirty-Two, Inc.
- Heleasco Thirty-Three, Inc.
- Heleasco Thirty-Four, Inc.
- Heleasco Thirty-Five, Inc.
- Heleasco Thirty-Six, Inc.
- Heleasco Thirty-Seven, Inc.
- Heleasco Thirty-Eight, Inc.
- Helios Capital Corporation
- Helios Investment Corporation
- Helios Service Company
- Kee Leasing Company
- Sun Leasing Company
- 650 Leasing Company
- 652 Leasing Company
- 653 Leasing Company
- 666 Leasing Company
- 667 Leasing Company
- 670 Leasing Company

Iranian Sun Oil Company

Kelly Company

Libyan Sun Oil Company

- Marine Investment Company of Delaware
- Alaska Bulk Carriers, Inc.
- Aston Shipping Company
- Delaware Sun Shipping, Inc.
- Delaware Valley Marine Agency & Repair, Inc.
- Eastern Sun Barge Company
- Eastern Sun Shipping, Inc.
- Florida Barge Company
- Millcreek Leasing Corporation
- New Jersey Sun Shipping, Inc.
- New York Sun Shipping Co., Inc.

COMPANY NAME:

--Northern Sun Shipping Co., Inc.
----Sarnia Shipping Company, Inc.
----Welland Shipping Company, Inc.
--Pennsylvania Sun Shipping, Inc.
--Philadelphia Sun Shipping Co., Inc.
--PWS, Inc.
--Sun Barge Company
--Sun Transport, Inc.
--Texas Sun Shipping, Inc.
--Tropic Sun Shipping Co., Inc.
--Western Sun Shipping, Inc.

Mascot Petroleum Company, Inc.

Matsonford Finance Company, Inc.

Middle East Sun Oil Company

Mohawk Valley Oil, Inc.

Montour Auto Service Co.

North Sea Sun Oil Company, Ltd.

Petrosun Limited

Premier Petroleum Company (Name Saver Company)

Prestige Lubricants, Inc.

Radnor Corporation

--Eleven Penn Center Corporation
--Jensen Beach Development Corporation
--Langford Farms Country Club, Inc.
--Morgan's Run Corporation
--Olney Oaks Land Development Corporation
--Radnor Beverage Corporation
--Radnor Development Corporation
--Radnor Homes, Inc.
--Radnor of Hutchinson Island Corporation
--Radnor/Aire Corporation
--Radnor/Airport Center Corporation
--Radnor/Alexandria Corporation
--Radnor/Anderson Corporation
--Radnor/Annapolis Corporation
--Radnor/Aragon Corporation
--Radnor/Argyle Corporation
--Radnor/Arlington Corporation
--Radnor/Aston Corporation
--Radnor/Aston #1 Corporation
--Radnor/Ballston Corporation

COMPANY NAME:

--Radnor/Barclay Corporation
--Radnor/Birmingham Corporation
--Radnor/Bloomfield Hills Corporation
--Radnor/Bloomfield-Woodward Corporation
--Radnor/Bluegrass Corporation
--Radnor/Bowie Corporation
--Radnor/Brentwood Corporation
--Radnor/Brown Street Corporation
--Radnor/Brownsboro Corporation
--Radnor/Carlsbad Corporation
--Radnor/Castleton Corporation
--Radnor/Centre Corporation
--Radnor/Charlotte Corporation
--Radnor/Cherry Tree Corporation
--Radnor/College Park I Corporation
--Radnor/Collier Corporation
--Radnor/Cooper City Corporation
--Radnor/Cornerstone Court Corporation
--Radnor/Corona Corporation
--Radnor/Corpus, Inc.
--Radnor/Credit Corporation
--Radnor/Dallas 1 Corporation
--Radnor/Dearborn Heights Corporation
--Radnor/Dulles Corporation
--#1 Radnor/Dulles Corporation
--#2 Radnor/Dulles Corporation
--#3 Radnor/Dulles Corporation
--Radnor/Dutton Mill Corporation
--Radnor/East Peoria Corporation
--Radnor/Edgewater, Inc.
--#1 Radnor/Ellipse Corporation
--Radnor/Encore Collection Corporation
--Radnor/Fairland Corporation
--Radnor/Fontana Commerce Center Corporation
--Radnor/Franklin Corporation
--Radnor/Frederick Corporation
--Radnor/Fulton Industrial Corporation
--Radnor/Gasparilla Corporation
--Radnor/Georgia Corporation
--Radnor/Grand Oaks Corporation
--Radnor/Grand Rapids Corporation
--Radnor/Green Meadows Corporation
--Radnor/Greenway Corporation
--Radnor/Hampton Corporation
--Radnor/Hidden Lagoon Corporation
--Radnor/Highview Corporation
--Radnor/Hunters Pointe Corporation
--Radnor/Hurstbourne Corporation
--Radnor/I-95 Industrial Park Corporation
--Radnor/Indianapolis Corporation
--Radnor/Investment Corporation

COMPANY NAME:

--Radnor/Island Corporation
--Radnor/Jacksonville Corporation
--Radnor/Juno Corporation
--Radnor/Jupiter Beach Corporation
--Radnor/Jupiter Corporation
--Radnor/Jupiter Inlet Corporation
--Radnor/Kearny Mesa Corporation
--Radnor/La Jolla Centre Corporation
--Radnor/La Jolla Corporation
--Radnor/Laguna Corporation
--Radnor/Laguna Hills Corporation
--Radnor/Lakeside Corporation
--Radnor/Lantana Corporation
--Radnor/Leesburg Corporation
--Radnor/Lehigh Corporation
--Radnor/Lemon Grove Corporation
--Radnor/Lexington Corporation
--Radnor/Lexon Corporation
--Radnor/Loudoun Corporation
--Radnor/Main St. Corporation
--Radnor/Mandarin Corporation
--Radnor/Matsonford Corporation
--Radnor/Michigan Corporation
--Radnor/Murrieta Corporation
--Radnor/Naples Corporation
--Radnor/Nashville Corporation
--Radnor/Northmark Corporation
--Radnor/Northridge Corporation
--Radnor/Northwood Corporation
--Radnor/Oakland Corporation
--Radnor/Oceana Corporation
--Radnor/Oceana South Corporation
--Radnor/Old Hickory Corporation
--Radnor/Orange Corporation
--Radnor/Orange Crest Corporation
--Radnor/Orange Grove Corporation
--Radnor/Orange Hills Corporation
--Radnor/Pacific Corporate Center Corporation
--Radnor/Paragon Corporation
--Radnor/Parke East Corporation
--Radnor/Pavilion Corporation
--Radnor/Peachtree Point Corporation
--Radnor/Peachtree-Dunwoody Corporation
--Radnor/Pennell Corporation
--Radnor/Perimeter Park Corporation
--Radnor/Phillips Industrial Park Corporation
--Radnor/Pier 5 Corporation
--Radnor/Plantation Corporation
----Indian River Plantation Realty, Inc.
----Plantation Management Company

COMPANY NAME:

--Radnor/Plymouth Corporation
--I Radnor/Plymouth Corporation
--III Radnor/Plymouth Corporation
--IV Radnor/Plymouth Corporation
--Radnor/Portsmouth Corporation
--Radnor/Quarrybrook Corporation
--Radnor/Raleigh #1 Corporation
--Radnor/Raleigh #2 Corporation
--Radnor/Raleigh #3 Corporation
--Radnor/Rancho California Corporation
--Radnor/Ridge Corporation
--Radnor/Rocky Point Corporation
--Radnor/Route 28 Corporation
--Radnor/Route 100 Corporation
--Radnor/Royal Atlanta Corporation
--Radnor/Royal Atlanta #2 Corporation
--Radnor/Sandalwood Corporation
--Radnor/Sarasota Corporation
--Radnor/Secor Corporation
--Radnor/Service Corporation
--Radnor/Shoreline, Inc.
--Radnor/Siesta Key Corporation
--Radnor/Southeast Corporation
--Radnor/Spring Valley Corporation
--Radnor/St. Lucie Corporation
--Radnor/Sugarland Corporation
--Radnor/Sully Corporation
--Radnor/Sun Village Construction Corporation
--Radnor/Sun Village Corporation
--Radnor/Tempe Corporation
--Radnor/The Orchards Corporation
--Radnor/Tinicum Corporation
--Radnor/Upland Corporation
--Radnor/Uwchlan Corporation
--Radnor/Valencia Corporation
--Radnor/Valley Wood Corporation
--Radnor/Vanguard Corporation
--Radnor/Victorville Corporation
--Radnor/Viewpointe Corporation
--Radnor/Villa Trinidad Corporation
--Radnor/Vista Mar Corporation
--Radnor/West Palm Beach Corporation
--Radnor/West Palm Beach No. 2 Corporation
--Radnor/Westgate Corporation
--Radnor/Weston Corporation
--Radnor/Willoughby Corporation
--Radnor/Yorba Linda-I Corporation
--Riverview Terrace Corporation
--Striker, Inc.
--TPQ Systems, Inc.

COMPANY NAME:

Sol De Colombia Oil Company

Stop-N-Go Foods, Inc.
--Buckeye Marketers, Inc.
----Big Top Market, Inc.
--Diversified Retailers, Inc.
--J.M.J. Enterprises, Inc.
--King Kwik Minit Market Inc.
----Drive-In Groceries, Inc.
----Kwik Sav, Inc.
--Sioux Foods, Inc.
----Casual Food Stores, Inc.
--Stop-N-Go Foods of Dayton, Inc.
--Stop-N-Go of Ohio, Inc.
--Stop-N-Go of Southern Minnesota, Inc.
--Stop-N-Go, Inc.
----Hoosier Stop-N-Go, Inc.
--Super-Go Marketers, Inc.
--Tri-State Stop-N-Go, Inc.

Sun Alternate Energy Corporation

Sun Angola Oil Company

Sun Atlantic Refining and Marketing Company

Sun Australian Oil Company, Inc.

Sun Brunei Oil Company

Sun Canada, Inc.

Sun Capital Corporation

Sun Coal, Inc.
--EAS Coal Company
--Elk River Minerals Corporation
--Jewell Resources Corporation
----Cumberland Collieries, Inc.
----Dominion Coal Corporation
----Jewell Coal and Coke Company, Inc.
----Jewell Smokeless Coal Corporation
--Oakwood Red Ash Coal Corporation
--Oneida Coal Company, Inc.
--Prestonia Coal Company
--Ray Coal Company, Inc.
----E. A. Whitaker Trucking Company
----Whitaker Coal Corporation
-----Hellard & Whitaker Engineering Company, Inc.
--Sage Point Coal Company
----Soldier Creek Coal Company

COMPANY NAME:

--Greenleaf Trucking Company
--Shamrock Coal Company, Incorporated
--Sunedco Coal Co.
----Bighorn Ranch, Inc.
----Cordero Mining Co.
--Vansant Coal Corporation
--Whitaker Coal Sales, Inc.
--Wolf Creek Coal Company

Sun Colombia Oil Company

Sun Company, Inc. (Name Saver Company)

Sun Eastern Exploration Company

Sun Egypt Oil Company

Sun Europe Oil Company
--Sun France Oil Company SNC

Sun Exchange, Inc.

Sun Executive Services Company

Sun Far East Oil Company

Sun French Oil Company

Sun Gabon Oil Company
Sun Gas Terminals and Storage (PA.), Inc.
Sun Hispanic Oil Company

Sun Indonesia Oil Company

Sun International Finance Corporation

Sun International Limited
--Sun Hydroponics Limited
--Sun Oil International Limited

Sun Investment Company

Sun Irish Oil Company

Sun Italy Oil Company

Sun Malaysia Petroleum Company

Sun Noordzee Oil Company

COMPANY NAME:

Sun Norsk Oil Company
--Scandinavian Sun Oil Company A/S
Sun Ocean Ventures, Inc.
Sun Oil Algeria Inc.
Sun Oil Britain Limited
Sun Oil Company (Name Saver Company)
Sun Oil Company North Africa, Ltd.
Sun Oil Company (U.K.) Ltd.
Sun Oil Export Company
Sun Oil International, Inc.
Sun Oil Trading Company
Sun Orient Exploration Company
Sun Overseas Petroleum, Inc.
Sun Petrochemicals, Inc. (Name Saver Company)
Sun Petroleum Products Company, Inc. (Name Saver Company)
Sun Philippine Oil Company
Sun Pipe Line Company of Delaware
--Mid-Continent Pipe Line Company
--Sun Oil Line Company of Michigan
--Sun Pipe Line Company
----Gulf Coast Marine Fueling, Inc.
----Sun Marine Terminals Company
--Sun Pipe Line Services Co.
--Sun Terminals, Inc. of Louisiana
Sun Refining and Marketing Company
--Corpus Christi Refining, Inc. (Name Saver Company)
--Duncan Refining Company, Inc. (Name Saver Company)
--Hemisphere Oil Company, Inc.
--Mid-State Oil Company
--Puerto Rico Sun Oil Company
----Puerto Rico Sun Realty Company, Inc.
--Sun Far East Trading, Inc.
--Sun FSC, Inc.

COMPANY NAME:

--Sun International (Puerto Rico), Inc.
--Sun Oil Far East, Inc.
--Sun R&M Investment Company
--Yabucoa Sun Oil Company, Inc.

Sun Services Corporation

Sun Shale Oil Company

Sun Ship, Inc.
--Lesley Corporation
--660 Leasing Company
--663 Leasing Company
--TTT, Inc.

Sun Sudan Oil Company, Inc.

Sun Support Services, Inc.
--Sun Support Venezuela, Inc.

Sun Tech, Inc. (Name Saver Company)

Sun Thailand Oil Company

Sun Ventures, Inc.
--Sun Ventures, Inc.

Sun Vietnam Oil Company

Sun Worldwide Services, Inc.

Sun-Del Services, Inc.

Suncor Inc.
--156970 Canada Limited
--Albersun Pipeline Ltd.
--Athabasca Realty Company Limited
--Baron Petroleum Inc.
--Gow Fuels Inc.
--Maywell Properties Ltd.
--Quimet-Gobeille Inc.
--SMS Petroleum Ltd.
--Sun Oil Company of Canada Limited
--Sunoco Home Comfort Inc.
--Sunoco Inc.
----Chemsun Inc.
----Fair Wind Shipping Inc.
----Muskoka Oil Company Limited
----Sunchem Inc.
----Sunchem (U.K.) Limited
----Sunchem Shipping Inc.
--333817 Alberta Ltd.

COMPANY NAME:

Suncrest Industries, Inc.
Sunmark Industries, Inc. (Name Saver Company)
Sunmark North Sea Oil Company Ltd. (Name Saver Company)
Sunoco Energy Development Co.
Sunoco Limited
Sunoco Overseas, Inc.
--Lugrasa, S.A.
Sunoco Science and Technological Services, Inc.
(Name Saver Company)
Sunray DX Oil Company (Name Saver Company)
Sunray Iranian Oil Company, Inc.
Sunray Nigeria, Inc.
--Sunray Nigeria Oil Company Unlimited
Sunray Venezuela Oil Company, Inc.
Suntide Refining Company
The Claymont Investment Company
--Parachem, Inc.
--Riverway, Inc.
--Sunoco Credit Corporation
The Sun Securities Corporation
Triad Carriers, Inc.
--BBQ, Inc.
--Carrier Systems, Inc.
--Carrier Systems Motor Freight, Inc.
--SCI Investments, Inc.
Venezuelan Sun Oil Company
Vivrelle, Inc.

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SUN COMPANY, INC. - DEFUNCT COMPANIES

Subsidiaries, Affiliates, Investments, Partnerships

COMPANY NAME

A-D ACQUISITION CO., INC.
ADMIRAL PAINT COMPANY, INC.
ADVANCED COMPUTER TECHNIQUES CORP.
AIR VECTORS CARIBBEAN CORP. *
AIR-DRAULICS CO.
ALBERSUN OIL AND GAS LTD.
ALBERSUN PIPELINE LTD.
ALECTRIC-PHILIPS CORP.
ALGERIAN SUN OIL COMPANY
ALLEGHENY POWER
AMC CORPORATION
AMERICAN ELECTRIC COMPANY
AMSA MAGNETICS LTD.
ANACOMP, INC.
ANALOGIC CORPORATION
ANALYTICS INCORPORATED
ANCHOR RED ASH COAL CORPORATION
ANDERSON JACOBSON, INC.
APET PIPE LINE LIMITED
APET PRODUCTS PIPE LINE LIMITED
APPALACHIAN POWER
APPLIED DATA RESEARCH, INC.
APPLIED DEVICES CORPORATION
APPLIED DIGITAL DATA SYSTEMS, INC.
APPLIED FINANCIAL SYSTEMS, INC. (CA)
APPLIED FINANCIAL SYSTEMS, INC. (DE)
AQUAPRAWNS, INC.
AQUARIUS PRODUCTIONS, INC.
ARABIAN SUN OIL COMPANY
ARBUCKLE PIPE LINE COMPANY

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COMPANY NAME

ARGENTINE SUN OIL COMPANY
ARROYO SPECIALITY PRODUCTS COMPANY
ASTROSYSTEMS, INC.
AT&T
ATLANTIC SUN SHIPPING COMPANY, INC.
ATLAS SCREW & SPECIALTY CO., INC. (DE)
ATLAS SCREW & SPECIALTY CO., INC. (NJ)
ATLAS SCREW & SPECIALTY, INC. (FL)
AUDIO MAGNETICS CORP. (ASIA PACIFIC) SALES LIMITED
AUDIO MAGNETICS CORPORATION
AUDIO MAGNETICS CORPORATION DE MEXICO S.A.
AUDIO MAGNETICS CORPORATION (FAR EAST) LIMITED
AUDIO MAGNETICS CORPORATION OF CANADA LIMITED
AUDIO MAGNETICS CORPORATION OF INDIANA
AUDIO MAGNETICS FRANCE S.A.R.L.
AUDIO MAGNETICS INCORPORATED (U.K.) LTD.
AUDIO MAGNETICS INTERNATIONAL, INC.
AUDIO MAGNETICS LIMITED
AUDIO MAGNETICS S.A. (GENEVA)
AUDIOMAGNETICA MATERIAL PARA GRAVACOES LIMITADA
AUSTRALIAN SUN OIL COMPANY, LTD.
AUTOMATIC DATA PROCESSING, INC.
AYDIN CORPORATION
B & M TRANSPORTATION COMPANY
B & N CARTAGE CO.
BALBOA SUN SHIPPING COMPANY, INC.
BARRINGER OIL COMPANY
BECTION, DICKINSON AND COMPANY
BELLE FOURCHE LAND COMPANY
BLACKWELDER OIL COMPANY
BORINQUEN SHIPPING COMPANY
BRADFORD NATIONAL CORPORATION
BRYAN OIL COMPANY
BUCK YOUNG OIL COMPANY, INCORPORATED
BURMA SUN OIL COMPANY

COMPANY NAME

BUSINESS DEVELOPMENT CORPORATION OF NORTH CAROLINA
BUSINESS DEVELOPMENT CORPORATION OF SOUTH CAROLINA
C.M. PRODUCTS COMPANY, INC.
CALIFORNIA MICROWAVE, INC.
CALVERT GEOTHERMAL RESOURCES, INC.
CALVERT IRAN, INC.
CAPE FEAR INDUSTRIES
CARBOLINE AMERICAN, INC.
CARBOLINE COATINGS, LTD.
CARBOLINE COMPANY (MO)
CARBOLINE COMPANY (DE)
CARBOLINE DUBAI CORPORATION
CARBOLINE EASTERN EUROPE CORPORATION
CARBOLINE EUROPE
CARBOLINE EXPORT CORPORATION
CARBOLINE FAR EAST CORPORATION
CARBOLINE GMBH
CARBOLINE HOLLAND B.V.
CARBOLINE IBERICA, S.A.
CARBOLINE INTERNATIONAL CORPORATION (MO)
CARBOLINE INTERNATIONAL CORPORATION (DE)
CARBOLINE MARINE, LTD.
CARBOLINE S.A. DE C.V.
CARBOLINE WORLD-WIDE CORPORATION
CARBOLINE-FERRO POWDER COATINGS COMPANY
CARDINAL SERVICE STATIONS, INC.
CAROLINA CONSOLIDATORS, INC.
CAROLINA POWER & LIGHT
CATALACTICS CORPORATION (DE)
CATALACTICS CORPORATION (DE)
CENTRAL STATES EXPRESS, INC.
CHANCELLOR STOCK TRANSFER CORPORATION
CHRISTY CHRYSLER PLYMOUTH, INC.
CLEVELAND ELECTRIC ILLUMINATION
CLOVER COAL COMPANY, INC.

COMPANY NAME

CM NAME CHANGE, INC.
COASTAL UTILITIES CONSTRUCTION, INC.
COCHRAN-DEAN CO.
COLEMAN AMERICAN COMPANIES, INC.
COLORADO CHEMICAL, INC.
COMMUNICATIONS INDUSTRIES, INC.
COMPASS PETROLEUM, LIMITED
COMPUSCAN, INC.
COMPUSERV NETWORK, INC.
COMPUTER COMMUNICATIONS, INC.
COMPUTER CONSOLES, INC.
COMPUTER HORIZONS CORP.
COMPUTER NETWORK CORP.
COMPUTER PRODUCTS, INC.
COMPUTER SCIENCES CORP.
COMPUTER TASK GROUP, INC.
COMPUTER USAGE CO., INC.
COMSHARE, INC.
COMTECH TELECOMMUNICATIONS CORP.
CORDERO MINING CO. (DE)
CORPORATE SECURITIES TRUST
CORPUS CHRISTI REFINING, INC. (TX)
CSI ONE, INC.
CSI TWO, INC.
CSI EIGHT, INC.
CULLINANE CORPORATION
CUMBERLAND COLLIERIES, INC. (TN)
DATA DIMENSIONS, INC.
DATAPOINT CORPORATION
DATATAB, INC.
DE LANGE'S OLIEHANDEL B.V.
DELUXOL OLIE MAATSCHAPPIJ B.V.
DETROIT EDISON
DORMAN PRODUCTS, INC. (DE)
DORMAN PRODUCTS, INC. (OH)
DOWNEY ACQUISITION, INC.

COMPANY NAME

DOWNEY GLASS CO. INCORPORATED
DUKE POWER
EASTERN LIGHT MARINE CO.
ECOLOGICAL SHIPPING CORPORATION
ECUADOR SUN OIL COMPANY
EGAN OIL PURCHASING CORPORATION
EL TAINO OPERATIONS, INC.
ELECTRONIC DATA SYSTEMS CORP.
ELF CORPORATION
ELF II CORPORATION
ENEXCO, INC.
ENVIRONMENTAL WASTE, INC.
ESS CONSTRUCTORS, INC.
FAST FARE, INC.
FAST FARE MARKETS OF N.C., INC.
FAST FARE MARKETS OF S.C., INC.
FAST ZIP, INC.
FEDERAL PIPE AND STEEL CORPORATION
FINANCIAL INDEPENDENTS, INC.
FLYNN GLASS CORPORATION
FOURLEAF COAL COMPANY, INC.
FOURTH NETWORK COMPANY
FRANKLIN SHIPPING COMPANY
FREEDOM COAL COMPANY, INC.
GENERAL DATACOMM INDUSTRIES, INC.
GENERAL INDUSTRIAL SUPPLY CORP.
GENERAL TELEPHONE - CAL.
GOLDSBORO INDUSTRIES, INC.
GREAT CANADIAN OIL SANDS LIMITED
GREENLEAF EQUIPMENT COMPANY (TN)
GREENLEAF EQUIPMENT COMPANY (DE)
GREENWOOD LAND & MINING COMPANY
GTS VENTURE CORPORATION
GULF COAST MARINE AGENTS, INC.
GULF COAST MARINE FUELING, INC. (DE)

COMPANY NAME

H. H. PALMER, INC.
HANNAH SHIPPING, INC.
HARDING GLASS INDUSTRIES, INC.
HARRIS CORPORATION
HEMISPHERE OIL COMPANY, INC. (PR)
HERR GAS & OIL CO.
HGI ACQUISITION CORP.
HICKORY GROVE DEVELOPMENT CORP.
HILLMAN FASTENER CORPORATION (OH)
HILLMAN FASTENER CORPORATION (DE)
HORRY TELEPHONE COOPERATIVE, INC.
HOTCHKISS OIL COMPANY, INCORPORATED
HOUSTON LIQUIDATION COMPANY
HP INTERNATIONAL, INC.
INDEPENDENT BANK COMPUTER CORPORATION
INSYTE CORP.
INTERNATIONAL BIOMEDICAL INSTRUMENTS, INC.
INTERNATIONAL FUEL CORPORATION
INVESTMENT DATA CORPORATION
IPS COMPUTER MARKETING CORP.
IRANIAN OFFSHORE PETROLEUM COMPANY
ITEL CORP.
J. N. FAUVER (CANADA) LIMITED
J.N. FAUVER CO., INC. (MI)
J. N. FAUVER CO., INC. (DE)
J-C, INC. (NC)
J-C, INC. (DE)
JAPAN CARBOLINE COMPANY
JEWELL SUPPLY COMPANY
JONES TRUCK LINES, INC.
K-P ELECTRICAL SUPPLY COMPANY
K-P MARKETS OF MICHIGAN, INC.
KAR PRODUCTS, INC. (DE)
KAR PRODUCTS, INC. (DE)
KAR PRODUCTS, INC. (PA)

COMPANY NAME

KEANE ASSOCIATES, INC.
KEATHLEY-PATTERSON ELECTRIC CO., INC.
KENCO PETROLEUM MARKETERS INCORPORATED
KENTUCKY RESOURCES CORPORATION
KENYA SUN OIL COMPANY
KEYDATA CORP.
KING COMMUTER, INC.
KING FOOD STORES INC.
KINGLAND ENERGY MARKETING CO.
KWIK-PIK REALTY, INC.
LANSING OIL COMPANY
LANSING-LEWIS COMPANY
LES HUILES DE TERREBONNE LTEE
LIBERIA REFINING COMPANY
LICENSE ROYALTY CORPORATION
LINDSEY OIL COMPANY, INC.
LOGICON, INC.
LONG BRANCH EQUIPMENT COMPANY
LOU TOWING COMPANY
LUCKY STAR EQUIPMENT COMPANY
LUMBERTON DEVELOPMENT CO.
M S FOOD STORES, INC.
MACHAEL OIL CO.
MAGNASANDS LIMITED
MALI SUN OIL COMPANY
MARITIMA ALTAIR, C.A.
MAROC SUN OIL COMPANY
MEDITEL, INC.
MEDITERRANEAN SUN OIL COMPANY, S.P.A.
MEDITERRANEAN SUN SHIPPING COMPANY, INC.
METROMONEY SERVICES, INC.
METROPOLITAN COMPUTER CENTER, INC.
MID-STATE OIL COMPANY (NC)
MILNE TRUCK LINES, INC.
MINI-COMPUTER SYSTEMS, INC.

COMPANY NAME

MINNISINK OIL COMPANY, INC.
MODERN OIL COMPANY (NC)
MODERN OIL COMPANY (DE)
MOHAWK VALLEY OIL, INC. (NY)
MR. ZIP, INC.
NATIONAL CSS, INC.
NATIONAL DATA CORP.
NEWTON GROVE DEVELOPMENT CORP.
NIAGRA MOHAWK PURCHASE
NIGER SUN OIL COMPANY
NINTH AND DETROIT BUILDING CORPORATION
NMF, INC. (NC)
NMF, INC. (NC)
NORTH AFRICAN SUN OIL COMPANY
NORTHBROOK CORPORATION
NOVA, AN ALBERTA CORPORATION
NUESTRO PUBLICATIONS, INC.
OCCI DOMICILE CHANGE, INC.
OHIO EDISON
OMAN SUN OIL COMPANY
ON-LINE SYSTEMS, INC.
104274 CANADA INC.
ONEDIA COAL COMPANY, INC. (TN)
OSAGE COMPANY
OSBORN SUPPLY, INC.
PAKISTAN SUN OIL COMPANY
PATRIOT CARRIERS, INC.
PEMBALTA GAS SYSTEM NO. 3 LTD.
PEMBALTA GAS SYSTEM NO. 4 LTD.
PENN SHIPPING COMPANY
PENNSYLVANIA POWER & LIGHT
PENRIL CORP.
PENTAGON INDUSTRIES
PERRY COUNTY COAL CORPORATION
PETROLEUM TERMINALS, INCORPORATED

COMPANY NAME

PETROMECH SDN. BHD.
PHILADELPHIA ELECTRIC
PHILIPS & COMPANY, COLUMBIA, MISSOURI
PIEDMONT TERMINAL CO.
PILOT FREIGHT CARRIERS, INC.
PIONEER CARRIERS, INC.
PLANNING RESEARCH CORP.
PLANTRONICS, INC.
PLASTICS DEVELOPMENT CORPORATION OF AMERICA
PLYMOUTH COAL COMPANY, INC.
PORTUGAL SUN OIL COMPANY
PRIME COMPUTER, INC.
PROCESS SYSTEMS, INC.
PROGRAMMING & SYSTEMS, INC.
PUBLIC SAVINGS LIFE INSURANCE CO.
PUBLIC SERVICE ELECTRIC AND GAS
QUALITY OIL CO.
QUICK SHOP FOODS, INC.
QUIK WAY FOOD STORES, INC.
QUIK WAY OF CAROLINA, INC.
QUOTRON SYSTEMS, INC.
RANDOR/ALTAMONTE SPRINGS, INC.
RADNOR/CAPITOL CORPORATION
RADNOR/CLEARWATER CORPORATION
RADNOR/DIXIE CORPORATION
RADNOR/EASTOWN CORPORATION
RADNOR/ENGLEWOOD CORPORATION
RADNOR/GREENHOUSE CORPORATION
RADNOR HOSPITALITY SERVICES, INC.
RADNOR/KANSAS CITY CORPORATION
RADNOR/MIDLAND CORPORATION
RADNOR/MIDWEST CORPORATION
RADNOR/MISHAWAKA CORPORATION
RADNOR/NATIONAL SQUARE CORPORATION
RADNOR/NEWTOWN CORPORATION

COMPANY NAME

II RADNOR/PLYMOUTH CORPORATION
RADNOR/SANDS CORPORATION
RADNOR/ST. JOHNS CORPORATION
RADNOR/VISTA CORPORATION
RADNOR/WACKERLY CORPORATION
RAPIDATA, INC. NEW YORK
RAUB SUPPLY COMPANY
REAMCO, INC.
REYNOLDS & REYNOLDS CO.
RICH OIL SALES INCORPORATED
ROBERTS MOTOR EXPRESS, INC.
ROTO-SWING, INC.
SAPROCHIM
SARES, INC.
SAV KWIK, INC. (OH)
SAV KWIK, INC. (KY)
SCHEDULED TRUCKWAYS, INC.
SCIENTIFIC COMPUTER, INC.
SCIENTIFIC-ATLANTA, INC.
SCOTT EQUIPMENT COMPANY
SDC OIL COMPANY
SDI INVESTMENT COMPANY
SHAMROCK COAL COMPANY, INCORPORATED (TN)
SHAMROCK RESOURCES CORPORATION (TN)
SHAMROCK RESOURCES CORPORATION (DE)
SHARED MEDICAL SYSTEMS CORPORATION
668 LEASING COMPANY
669 LEASING COMPANY
673 LEASING COMPANY
675 LEASING COMPANY
SJT - CAMBRIDGE REALTY CORP.
SJT - MASPETH REALTY CORP.
SJT REAL ESTATE HOLDING CO., INC.
SNACS-R-US, INC.
SOLARTECH LIMITED

COMPANY NAME

SOLGAS, INC.
SOUND SHIPPING, INC.
SOUTH CAROLINA ELECTRIC AND GAS
SOUTHERN COMPANY
SPECIAL-T-METALS CO., INC.
SPECTOR INDUSTRIES, INC.
SPERRY-SUN, INC.
SPERRY-SUN DO BRAZIL-SERVICOS TECNICOS LTDA.
SPERRY-SUN INTERNATIONAL, INC.
SPERRY-SUN OF CANADA, LTD.
SSC INVESTMENTS, INC.
ST. JOHNSBURY TRUCKING COMPANY OF VIRGINIA, INC.
ST. JOHNSBURY TRUCKING COMPANY, INC.
STANDARD TRUCKING COMPANY (DE)
STAR CARBOLINE A/S
STAR FREIGHT, INC.
STEAMEX RENTALS, INC.
STI INVESTMENTS, INC.
STOP-N-GO OF APPLETON, INC.
STOP-N-GO OF GREEN BAY, INC.
STOP-N-GO OF NEENAH, INC.
STOP-N-GO OF WAUSAU, INC.
STOP-N-GO OF WINNEBAGO, INC.
STOP-N-GO OF WISCONSIN, INC.
STOP-N-GO OF WISCONSIN RAPIDS, INC.
SUN ACQUISITION CORP.
SUN BOLIVIAN OIL COMPANY
SUN BULK CARRIERS, INC.
SUN CARRIERS, INC. (DE)
SUN CARRIERS EXPRESS, INC.
SUN CARRIERS SYSTEMS, INC.
SUN COAL EAST, INC. (DE)
SUN COMPANY INFORMATION SYSTEMS, INC.
SUN COOLANT CONTROL, INC.
SUN DEUTSCHE OIL COMPANY

COMPANY NAME

SUN DISC, INC.
SUN DISTRIBUTORS, INC.
SUN ENTERPRISES GROUP
SUN EXPLORATIONS OF QUEBEC LTD.
SUN GEOTHERMAL COMPANY
SUN INDUSTRIAL DEVELOPMENT COMPANY
SUN INFORMATION SERVICES COMPANY
SUN INFORMATION SERVICES CORPORATION
SUN INFORMATION SERVICES OF KENTUCKY, INC.
SUN INTERNATIONAL, INC.
SUN KAR PRODUCTS, INC.
SUN MARINE TERMINALS, INC.
SUN OIL COMPANY (PA)
SUN OIL COMPANY (BELGIUM) N.V.
SUN OIL COMPANY LIMITED
SUN OIL COMPANY (NEDERLAND) B.V.
SUN OIL DE PENUELAS, INC.
SUN OIL GMBH
SUN OIL POWER SERVICES COMPANY
SUN OVERSEAS CAPITAL B.V.
SUN OVERSEAS CAPITAL N.V.
SUN OVERSEAS FINANCE N.V.
SUN OVERSEAS SERVICES, INC.
SUN OVERSEAS TRANSPORT, LTD.
SUN PERUVIAN OIL COMPANY
SUN PETROCHEMICALS, INC. (DE)
SUN PETROLEUM PRODUCTS COMPANY (A DIVISION)
SUN SCHIFFFAHRTS-UND BETEILIGUNGSGESELLSCHAFT MBH
SUN SERVICES CORPORATION (PA)
SUN TECH, INC. (PA)
SUN TERMINALS, INC.
SUN TERMINALS, INC. OF NEW JERSEY
SUN UNIBRAZE, INC.
SUN ZIPPY, INC.
SUN/CGI #1, INC.

COMPANY NAME

SUN/CGI #2, INC.
SUNCLEX, LTD.
SUNCOAL, INC. (DE)
SUNCOR SUPPLY LIMITED
SUNDATA CORPORATION
SUNEXPORT
SUNMARK INDONESIA, INC.
SUNMARK INDUSTRIES (A DIVISION)
SUNOCO A.G.
SUNOCO DE CHILE LTDA.
SUNOCO DISC, INC.
SUNOCO INTERNATIONAL LIMITED
SUNOCO OVERSEAS LIMITED
SUNOCO PETROCHEMICALS LIMITED
SUNOCO TERMINALS OF BALTIMORE, INC.
SUNOLIN CHEMICAL COMPANY
SUNRAY DX CANADA OIL COMPANY
SUNRAY DX LIBERIA OIL COMPANY
SUNRAY DX NORTHERN OIL CO., INC.
SUNRAY DX WESTERN OIL CO. LTD.
SUNTIDE REFINING COMPANY (DE)
SUNTIDE REFINING COMPANY (TX)
SWEETWATER COAL DEVELOPMENT CO.
TARANAKI BLAST SERVICES, LTD.
TELESCIENCES, INC.
TENNESSEE NUCLEAR SPECIALITIES, INC.
TENNESSEE RESOURCES CORPORATION
TERMINAL CITY TRANSPORT, INC.
TEXOMA PIPE LINE COMPANY
THE BRENTWOOD CHEMICAL COMPANY
THE MORAN PAINT COMPANY
THE SUN NOTE CORPORATION
THE WEILAND COMPUTER GROUP, INCORPORATED (IL)
THE WEILAND COMPUTER GROUP, INCORPORATED (DE)
THILL OIL COMPANY, INC.

COMPANY NAME

TINY TOTE, INCORPORATED
TOLEDO REFINING INC. (OH)
TOLEDO REFINING, INC. (DE)
TOTEM OCEAN TRAILER EXPRESS, INC.
TOTEM RESOURCES CORPORATION
TRAVELERS OIL COMPANY, INC.
TRETOL LTD.
TRUCKING MERGER AND REORGANIZATION INC.
TULSA REFINING, INC. (OK)
TULSA REFINING, INC. (DE)
TYMSHARE, INC.
UNITED PETROLEUM TRANSPORTS, INC.
UNITED TELECOMMUNICATIONS, INC.
UNIVERSAL AUDIO, INC.
URS CORP.
UTAH RESOURCES CORPORATION
UTICA BULK TERMINAL, INC.
UTICA OIL HEATING CORP. (NY)
VCM GROUP, INC.
VESSEY CHEMICALS PTY., LTD.
VIDEOSUN, INC.
VIKING OIL LIMITED
VILLAGER FOOD STORES, INC.
VIRGINIA ELECTRIC POWER
W. M. MANAGEMENT, INC.
WALTER NORRIS CORPORATION
WEST VIRGINIA RESOURCES CORPORATION
WHITAKER RESOURCES CORPORATION
WHOLESALE ICE, INC.
WILCREST CORPORATION
WILKERSON OIL CO., INC.
WINTER ACQUISITION CORP.
WISCONSIN POWER & LIGHT
WISCONSIN PROTECTIVE COATING CORP.
WYLY CORP.

COMPANY NAME

WYOMING RESOURCES CORPORATION
YABUCOA SUN OIL COMPANY, INC. (PR)
YORK TRANSPORTATION COMPANY, INC.
YOUR PARTY STORES, INC.
ZELCO, INC.
ZIP FARE, INC.
ZIPPY ACQUISITION CORP.
ZIPPY MART, INC.
ZIPPY MART OF ALABAMA, INC.
ZIPPY MART OF GEORGIA, INC.
ZIPPY MART OF SOUTH CAROLINA, INC.
ZIPPY MART PROPERTIES, INC.

JAF:sly

APPENDIX C-1

Platform Harvest Notes to Daewoo due April 1, 1995 (a series of promissory notes that were assigned to the Export-Import Bank of Korea).

<u>Note</u>	<u>Principal</u>	<u>Due Date</u>
3/16	\$295,066.98	11/1/88
4/16	295,066.98	5/1/89
5/16	295,066.98	11/1/89
6/16	295,066.98	5/1/90
7/16	295,066.98	11/1/90
8/16	295,066.98	5/1/91
9/16	295,066.98	11/1/91
10/16	295,066.98	5/1/92
11/16	295,066.98	11/1/92
12/16	295,066.98	5/1/93
13/16	295,066.98	11/1/93
14/16	295,066.98	5/1/94
15/16	295,066.98	11/1/94
16/16	295,066.98	4/1/95
	<u>\$4,130,937.72</u>	

Platform Harvest Notes to Hyundai due June 1, 1995 (a series of promissory notes that were assigned to the Export-Import Bank of Korea).

3/6	\$179,610.28	1/1/89
4/6	179,610.28	7/1/89
5/6	179,610.28	1/1/90
6/6	179,610.28	7/1/90
3/16	44,902.57	1/1/89
4/16	44,902.57	7/1/89
5/16	44,902.57	1/1/90
6/16	44,902.57	7/1/90
7/16	224,512.85	1/1/91
8/16	224,512.85	7/1/91
9/16	224,512.85	1/1/92
10/16	224,512.85	7/1/92
11/16	224,512.85	1/1/93
12/16	224,512.85	7/1/93
13/16	224,512.85	1/1/94
14/16	224,512.85	7/1/94
15/16	224,512.85	1/1/95
16/16	224,512.85	6/1/95
	<u>\$3,143,179.90</u>	

APPENDIX C-2

<u>Note</u>	<u>Principal</u>	<u>Due Date</u>
Oedekoven/Raitt	\$288,000.00	4/22/98