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5 ConocoPhillips Company

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8 STATE WATER RESOURCES CONTROL BOARD
9 STATE OF CALIFORNIA

Lathrop & Gage LLP
2345 Grand Boulevard, Suite 2200
Kansas City, Missouri 64108-2618

10
11 In the Matter of
12 CONOCOPHILLIPS COMPANY,
13 Petitioner,
14
15 For the Review of San Francisco Bay
Regional Water Quality Control Board
Responsible Party Determination and
16 Requirement for Technical Report Pursuant
to California Water Code Section 13267,
17 Former Regal No. 120 Gas Station, located
at 3875 Telegraph Avenue, Oakland,
18 Alameda County (File No. 01-3577)

Petition No.

**PETITION FOR REVIEW AND
RESCISSION OF REGIONAL BOARD
ACTION**

19
20 Pursuant to California Water Code § 13320 and Title 23 of the California Code of
21 Regulations §§ 2050 *et seq.*, Petitioner ConocoPhillips Company (“ConocoPhillips”), by and
22 through counsel, hereby petitions the State Water Resources Control Board (“State Board”) for
23 review and recession of a directive issued by the Regional Water Quality Control Board, San
24 Francisco Bay Region (“Regional Board”), dated June 17, 2011. The directive improperly
25 identifies ConocoPhillips as an additional responsible party for petroleum releases at the Regal
26 No. 120 Gasoline Station formerly operated by Wickland Oil Company (“Wickland”) at 3875
27 Telegraph Avenue, Oakland, California (the “Site”), and requires that ConocoPhillips join
28 Wickland in the preparation and submission of a technical evaluation of interim remedial actions.

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1 As discussed more fully below, the Regional Board inappropriately identified
2 ConocoPhillips as a responsible party at Wickland's request based on incomplete information
3 Wickland submitted without ConocoPhillips' prior knowledge. Wickland asserts that an alleged
4 predecessor of ConocoPhillips operated a gasoline station at the Site from 1961 to 1971, but
5 completely overlooks various service station dealer leases showing that independent third parties
6 operated the station for most, if not all, of that period. Wickland itself acquired the leasehold of
7 the Site in 1971 on an "as is" basis and assumed liabilities for operations under the lease.
8 Wickland apparently absorbed the assets and business of the former Regal Stations, Inc. in 1971
9 and continued gas station operations at the Site under the Regal Stations name. Accordingly,
10 Wickland bears sole responsibility for any release of petroleum from the tanks it operated and, by
11 its own account, ultimately removed from the Site in 1984.

12 The Alameda County Health Care Services Agency, Department of Environmental Health
13 (the "ADEH"), rejected similar requests from Wickland to identify ConocoPhillips as a
14 responsible party for this Site in 2007, before the ADEH transferred oversight of the matter to the
15 Regional Board as a matter of administrative convenience two years ago. The ADEH correctly
16 concluded that there was no documentation of any unauthorized release of petroleum at or
17 adjacent to the Site associated with historical operations of any alleged predecessor of
18 ConocoPhillips or other parties Wickland sought to implicate. Quite simply, Wickland's claims
19 against ConocoPhillips remain as invalid today as they were in 2007.

20 Wickland never contacted ConocoPhillips nor sought any input from ConocoPhillips
21 regarding its claims before the Regional Board issued the June 17 directive. The Regional Board
22 informally contacted ConocoPhillips about this matter on May 27, 2011, but did not provide
23 ConocoPhillips with copies of all the backup documents needed to evaluate Wickland's claim
24 until after June 20, 2011. ConocoPhillips therefore respectfully requests a hearing in this matter
25 and the opportunity to present evidence not previously considered by, or made available to, the
26 Regional Board.

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I. PETITIONER

The name and address of Petitioner is:

ConocoPhillips Company
Attn: Paul I. Hamada, Senior Counsel
600 North Dairy Ashford
Houston, Texas 77079-1175

Conoco Phillips may be contacted through its outside legal counsel:

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II. ACTION OF THE REGIONAL BOARD TO BE REVIEWED AND RESCINDED

ConocoPhillips requests that the State Board review and rescind the Regional Board's directive dated June 17, 2011, as it applies to ConocoPhillips. The directive improperly identifies ConocoPhillips as a responsible party and requires the submission of a technical report containing an interim remedial actions (IRMs) evaluation and proposal to address migration of pollutants in groundwater and soil vapor at the Site. A copy of the Regional Board's directive is attached as Exhibit 1 hereto, along with a letter Wickland submitted to the Regional Board, without notice to ConocoPhillips, more than six months earlier. The Regional Board's directive includes Wickland's letter as an attachment and simply adopts Wickland's position by reference.

This Petition is a protective filing. Pursuant to Title 23 of the California Code of Regulations § 2050.5(d), ConocoPhillips requests that the State Board hold this Petition in abeyance until further notice.

III. DATE OF THE REGIONAL BOARD ACTION

The Regional Board issued its directive to ConocoPhillips, at Wickland's request, by letter dated June 17, 2011.

1 **IV. STATEMENT OF REASONS WHY THE REGIONAL BOARD'S**
2 **ACTION WAS IMPROPER**

3 The State Board should review and rescind the Regional Board's June 17 directive as it
4 relates to ConocoPhillips because the Regional Board based its determination that ConocoPhillips
5 is an "additional responsible party" on inaccurate or incomplete information submitted by
6 Wickland's counsel in a letter dated December 10, 2010. The Regional Board's action in issuing
7 a final directive that simply adopted the arguments in that letter more than six months later was
8 arbitrary, capricious, and contrary to law and policy.

9 **A. Background**

10 The ADEH originally identified Wickland as the primary responsible party for this Site in
11 2005, based on Wickland's operation of a gasoline station on the northern portion of the property
12 from 1971 until 1984. On July 9, 2007, Wickland requested that ADEH name ConocoPhillips
13 and several others as responsible parties based on prior operations or releases from other sites.
14 The ADEH denied Wickland's request on the grounds that there was no documentation of an
15 unauthorized release of petroleum associated with any of the parties Wickland listed, including
16 ConocoPhillips.

17 On August 14, 2007, Wickland again attempted to convince ADEH to designate
18 ConocoPhillips and others as responsible parties. Once again, the agency declined to do so,
19 noting that existing data did not demonstrate that "unauthorized releases occurred from sources in
20 addition to the service station operated by Wickland Oil Corporation from 1971 until 1984."

21 In a letter dated October 21, 2009, ADEH notified Wickland and the then-current owners
22 of the property that regulatory oversight for the Site was being transferred to the Regional Board.
23 The letter explained that consolidation of regulatory oversight was appropriate because
24 groundwater contamination from the Site had migrated to the parking lot of the nearby
25 MacArthur Bay Area Rapid Transit ("BART") station that was under Regional Board review.

26 On November 18, 2010, the Regional Board directed Wickland to perform a technical
27 investigation of the extent to which petroleum contamination from Wickland's former service
28 station operations at the Site continued to migrate off-site to the adjacent BART parking area. On

1 December 10, 2010, Wickland's outside counsel submitted a letter to the Regional Board making
2 the same arguments the ADEH had previously rejected with respect to ConocoPhillips.
3 Wickland's counsel did not send ConocoPhillips a copy of that letter or otherwise advise
4 ConocoPhillips of Wickland's allegations.

5 On February 28, 2011, Wickland submitted the required technical report regarding off-site
6 migration of contaminants. Based on that report, the Regional Board determined that an
7 evaluation of interim remedial actions is necessary to address migration of contaminants to the
8 BART property. Apparently to appease Wickland, the Regional Board issued the letter dated
9 June 17, 2011, directing both Wickland and ConocoPhillips to undertake that investigation. With
10 respect to ConocoPhillips, the Regional Board's directive merely refers to the letter dated
11 December 10, 2010, from Wickland's counsel raising the very same arguments the ADEH had
12 twice rejected as baseless.

13 **B. ConocoPhillips Should Not Have Been Identified as a Responsible Party**

14 Wickland's suggestion that there was a release of gasoline from underground tanks at the
15 Site prior to Wickland's own tenancy is not supported by the record any more today than it was
16 when Wickland first raised the issue, unsuccessfully, in 2007. Indeed, the detected presence of
17 MTBE at the Site, among other things, suggests a release of more recent origin.

18 The letter from Wickland's counsel claims, once again, that Regal Stations, Inc. f/k/a
19 Regal Petroleum Co., leased the Site from 1961 to 1971, and that ConocoPhillips is the legal
20 successor to that former entity. Nevertheless, Regal Stations, Inc. apparently divested its entire
21 retail marketing business when it sold the Site and others to Wickland in 1971. After the sale,
22 Regal Stations, Inc. had no assets or operations. Wickland, on the other hand,

- 23 • obtained the exclusive leasehold interest in the Site and several other gasoline
24 station properties from the Regal Stations divestiture;
- 25 • accepted the Site and other properties from Regal Stations and its former parent
26 company, Signal Oil and Gas Co., on an "as is" basis;
- 27 • expressly assumed the associated liabilities as well as the Regal name and
28 identity;
- continued to operate its own Regal gasoline station at the Site for more than a
decade after the sale; and

1 • ultimately established a corporate subsidiary of Wickland called Regal Stations,
2 Inc., which is still in existence today.

3 Further, Wickland's letter to the Regional Board does not account for the fact that, prior to
4 the sale to Wickland, independent dealers operated the Regal-branded gasoline station at the Site
5 under subleases and dealer consignment agreements with Regal Stations, Inc. or its parent. For
6 example, at the time of the sale to Wickland, the Site was subject to a sublease from Regal
7 Stations, Inc. to its parent company, Signal Oil & Gas. The actual service station operations were
8 conducted by a third party under a Service Station Dealer Lease between Signal Oil & Gas and
9 Holland Oil Company. ConocoPhillips' alleged predecessor, Regal Stations, Inc., was thus two
10 steps removed from the actual on-site operations of the service station at that time. Further, the
11 Service Station Dealer Lease with Holland Oil provided, among other things, that

12 Lessee [Holland Oil] hereby acknowledges . . . that said premises
13 and said buildings, facilities and equipment situated thereon are
14 safe and in good order and condition and fit for carrying on the
15 business for which they are leased and Lessee agreement to make
16 all repairs or replacements necessary to maintain said facilities in
17 good repair

18 Nothing herein contained shall be deemed to create a relationship
19 of principal and agent and/or employer and employee between the
20 parties hereto, and Lessee hereby agrees that Lessee is conducting
21 all business at said premises *as an independent contractor, and*
22 *that Lessor has no direction or control over the manner in which*
23 *Lessee conducts the business or when or how such business is*
24 *conducted* except as herein otherwise provided.

25 Service Station Dealer Lease, Mar. 5, 1969, between Signal Oil & Gas Co. and Holland Oil
26 Company (emphasis added). The provisions of this dealer arrangement were typical of other
27 agreements between dealers and Regal Stations or Signal Oil & Gas with respect to the Site.

28 As Wickland's counsel acknowledged in the December 10, 2010 letter to the Regional
Board, a "responsible party" is defined in the applicable regulations as:

1. Any person who owns or operates an underground storage tank used for the storage of any hazardous substance;
2. In the case of any underground storage tank no longer in use, any person who owned or operated the underground storage tank immediately before the discontinuation of its use;

- 1 3. Any owner of property where an unauthorized release of a hazardous
2 substance from an underground storage tank has occurred; and
3 4. Any person who had or has control over a[n] underground storage tank at
4 the time of or following an unauthorized release of a hazardous substance.

23 C.C.R. § 2720.

5 ConocoPhillips is not a current owner or operator of any underground storage
6 tank at the Site. Further, ConocoPhillips' alleged predecessor, Regal Stations, Inc., did
7 not own the tanks in question at the time Wickland took them out of service and
8 discontinued their use. As a former lessee, Regal Stations, Inc. subleased to others and
9 was never itself the owner of the Site. The documents Wickland presented to the
10 Regional Board before the June 17 directive was issued do not demonstrate that any
11 alleged predecessor of ConocoPhillips ever controlled the tank operations at the Site,
12 much less that the contamination being addressed originated from operations more than
13 forty years ago. Accordingly, the Regional Board's June 17 directive should be
14 rescinded as to ConocoPhillips.

15
16 **V. THE MANNER IN WHICH PETITIONER HAS BEEN AGGRIEVED**

17 The Regional Board's actions have aggrieved ConocoPhillips because the June 17
18 directive is arbitrary, capricious, and unsupported by the facts or law. As a result of being named
19 a responsible party, ConocoPhillips will incur significant costs of compliance, and suffer serious
20 economic consequences to its business operations unless the directive is rescinded.

21
22 **VI. STATE BOARD ACTION REQUESTED BY PETITIONER**

23 As mentioned above, ConocoPhillips requests that this matter be held in abeyance. If it
24 becomes necessary for ConocoPhillips to pursue its appeal, ConocoPhillips will request that the
25 State Board rescind the Regional Board's June 17 directive based on a determination that the
26 directive is arbitrary and capricious or otherwise without factual or legal basis.

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1 **VII. STATEMENT OF POINTS AND AUTHORITIES IN SUPPORT OF LEGAL**
2 **ISSUES RAISED IN THE PETITION**

3 For purposes of this protective filing, the Statement of Points and Authorities is included
4 in Section IV of this Petition. ConocoPhillips reserves the right to file a Supplemental Statement
5 of Points and Authorities, including references to the complete administrative record and
6 additional evidence, if it becomes necessary to pursue this appeal. ConocoPhillips also reserves its
7 right to supplement its request for a hearing to consider testimony, other evidence, and argument.

8 **VIII. STATEMENT REGARDING SERVICE OF THE PETITION ON THE**
9 **REGIONAL BOARD AND NAMED DISCHARGERS**

10 A copy of this Petition is being sent to the Regional Board, to the attention of Bruce H.
11 Wolf, Executive Officer; Wickland Oil Company; and The Surgery Center/East Bay Orthopedics
12 by U.S. mail, postage prepaid. By copy of this Petition, ConocoPhillips is notifying each party
13 listed above of its request that the State Board hold the Petition in abeyance.

14 **IX. STATEMENT REGARDING ISSUES PRESENTED TO THE REGIONAL**
15 **BOARD/REQUEST FOR HEARING**

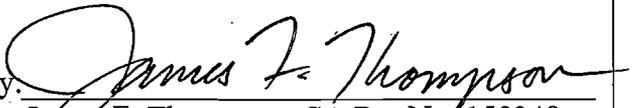
16 The Regional Board failed to provide ConocoPhillips notice that it was issuing the
17 directive in its letter dated June 17, 2011, did not provide a draft of the directive, and did not
18 provide for a reasonable comment period or opportunity to discuss the matter. ConocoPhillips
19 requests a hearing in connection with this Petition and the opportunity to present evidence not
20 previously considered by, or made available to, the Regional Board including leases, subleases,
21 service station dealer contracts, property records, and other corporate documents, memoranda,
22 and correspondence to establish facts in support of this Petition, including those described more
23 fully in Part IV above.

24 For all of the foregoing reasons, ConocoPhillips respectfully requests that the State Board
25 review the Order and grant the relief set forth above.
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Dated: July 18, 2011

LATHROP & GAGE LLP

By: 

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Attorney for Petitioner
ConocoPhillips Company

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California Regional Water Quality Control Board

San Francisco Bay Region



Linda S. Adams
Acting Secretary for
Environmental Protection

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Edmund G. Brown, Jr.
Governor

Date: June 17, 2011
File No: 01-3577 (mej)

Wickland Oil Company
C/O Wickland Properties
Attn: Dan Hall
P.O. Box 13648
Sacramento, CA 95853
dhall@wickland.com

ConocoPhillips
Attn: Edward C. Ralston
76 Broadway
Sacramento, CA 95812
Ed.C.Ralston@ConocoPhillips.com

The Surgery Center/East Bay Orthopedics
Attn: George Pugh M.D.
3875 Telegraph Avenue
Oakland, CA 94609
DWilcox@eastbayortho.com

SUBJECT: Requirement for Technical Report, Former Regal No. 120 Gas Station, located at 3875 Telegraph Avenue, Oakland, Alameda County

Dear Messrs. Hall, Ralston, and Pugh:

This letter identifies additional dischargers for pollutant releases at the subject site (Site). The letter also requires the submittal of an interim remedial actions (IRMs) evaluation and proposal to address migration of pollutants in groundwater and soil vapor at the Site.

The Site is the former location of an Associated Oil Company gas station from approximately 1928 until about 1935 (on the southern portion of the property), as well as gas stations operated in succession by Regal Petroleum Company and Wickland Oil (on the northern portion of the property). The Site is currently occupied by an out-patient surgery center.

The Water Board is the regulatory agency responsible for overseeing the environmental investigation and cleanup work associated with both this Site (3875 Telegraph Avenue) and the

Preserving, enhancing, and restoring the San Francisco Bay Area's waters for over 60 years



Exhibit 1

adjacent proposed MacArthur Transit Village Site redevelopment, located primarily in the MacArthur BART Station parking lot. Water Board staff have been working with Wickland Oil Company (Wickland) and the developer of the adjacent MacArthur Transit Village project to address residual petroleum impacts related to the former gas station operations on the Site and downgradient beneath the adjacent BART parking lot.

Wickland has submitted documentation to the Water Board identifying ConocoPhillips and the East Bay Outpatient Surgery (EBOS) as additional dischargers at the Site. A copy of the Wickland submittal is attached. Based on our review of this submittal, it appears ConocoPhillips is the successor in interest to Regal, Regal Petroleum Company and the Fourth Signal Company, et al. which operated the Regal gas station at the Site until 1971. As an operator of the former Regal gas station on the Site, ConocoPhillips is hereby named as a primary discharger. From 1971 to until about 1984, Wickland leased the Site and operated a gas station there until its demolition in about 1984. As an owner/operator of the former Wickland gas station at the Site, Wickland has already been named as a primary discharger. EBOS purchased the property in 1984 and is currently the property owner. Based on its current ownership of the Site property, EBOS is hereby named as a secondary discharger and must allow reasonable access for investigation and remediation purposes.

The redevelopment on the MacArthur Transit Village site calls for approximately 624 new residential units, together with approximately 50,000 square feet of commercial/neighborhood serving retail space and community space (most likely a childcare center). Remediation of soil and groundwater in advance of the development is scheduled for July 2011.

Environmental investigations previously conducted by Wickland and developers of the MacArthur Transit Village have determined that soil, groundwater and soil vapor beneath the Site, and portions of the adjacent BART parking lot have been impacted with petroleum hydrocarbons and associated volatile organic compounds (BTEX). Concentrations in soil vapor data indicate a potential significant health risk to future residents of the MacArthur Transit Village via vapor intrusion. The concentrations of petroleum hydrocarbons and associated BTEX compounds on the MacArthur Transit Village/BART parking lot site are likely emanating from the upgradient Site (3875 Telegraph Avenue).

The developers of the MacArthur Transit Village Site will be remediating their property by excavating impacted soil to below groundwater within the BART parking lot, and then removing water from the excavation. While this remedial measure may be effective in remediating pollution currently beneath the MacArthur Transit Village site, the possibility of recontamination via groundwater or soil vapor migration from the upgradient Site (3875 Telegraph Avenue) needs to be evaluated and mitigated, as necessary.

Wickland, in response to a request from the Water Board, has conducted an additional investigation along the boundary between their Site and BART parking lot. The results of the investigation are included in the report entitled "Soil Gas and Groundwater Investigation, BART MacArthur Station parking lot", dated February 28, 2011. A copy of this report is attached. This investigation included the installation of three paired soil vapor and groundwater monitoring wells (VP-1 through VP-3 and

MW-5 through MW-7 respectively) downgradient of the Site on the adjacent BART parking lot. The results of the investigation indicate that residual petroleum pollution from the former fuel stations are present in both the groundwater and vapor samples collected. The report also concludes that multiple sources of petroleum pollution may be present.

Water Board staff find, based on the Wickland report of February 28, 2011, that the presence of residual petroleum threatens to continue migration offsite onto the BART parking lot. This continued migration, unless mitigated, will continue to impact the BART parking lot. With remediation scheduled to begin in the BART parking lot in July, appropriate response actions are needed to prevent further adverse migration of pollutants from the Site.

This letter requires the former operators of the fuel station on the Site (Wickland and ConocoPhillips) to submit a technical report by July 31, 2011 containing an interim remedial measure (IRM) evaluation and proposal to address residual petroleum releases on the site. The primary goal of the IRM should be to prevent continued offsite migration of pollutants in soil gas and groundwater in order to prevent recontamination of the adjacent BART parking. Further investigation and/or remediation, in addition to the IRM, may be required in the future to bring the Site to closure.

This requirement for a report is made pursuant to Water Code Section 13267, which allows the Regional Water Board to require technical or monitoring program reports from any person who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect water quality. The attachment provides additional information about Section 13267 requirements. Any extension in the above deadline must be confirmed in writing by Regional Water Board staff.

If you have any questions, please contact Mark Johnson of my staff at (510) 622-2493 [e-mail mjohnson@waterboards.ca.gov].

Sincerely,



Bruce H. Wolfe
Executive Officer

Digitally signed by Stephen Hill
Date: 2011.06.17 14:42:42
-07'00'

Attachments:

- WEST Environmental, February 28, 2011 report, Soil Gas and Groundwater Investigation
- Frank Law Group, December 10, 2010 letter and associated information package

cc w/o attach:

Glenn Gormezano M.D., The Surgery Center of ABSMC, GGormezano@thesurgerycenter.net

Kim D'Ambrosia, The Surgery Center of ABSMC, Kdamrosia@thesurgerycenter.net

Jon Wactor, Wactor and Wick Environmental Law, JonWactor@ww-envlaw.com

Dan Hall, Wickland Oil Company, dhall@wickland.com

Lori Gualco, Frank Law Group, ljgualco@gualcolaw.com

Jim Gribbi, Gribbi Associates, JGribbi@gribbiassociates.com

Joe McCarthy, MacArthur Transit Communities Partners, LLC, jmccarthy@bridgehousing.com

Thomas Bauhs, Chevron Environmental Management Company, TBauhs@chevron.com

Jerry Wickham, Alameda County Environmental Health, jerry.wickham@acgov.org



California Regional Water Quality Control Board

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Edmund G. Brown, Jr.
Governor

Fact Sheet – Requirements For Submitting Technical Reports Under Section 13267 of the California Water Code

What does it mean when the Regional Water Board requires a technical report?

Section 13267¹ of the California Water Code provides that "...the regional board may require that any person who has discharged, discharges, or who is suspected of having discharged or discharging, or who proposes to discharge waste...that could affect the quality of waters...shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires."

This requirement for a technical report seems to mean that I am guilty of something, or at least responsible for cleaning something up. What if that is not so?

The requirement for a technical report is a tool the Regional Water Board uses to investigate water quality issues or problems. The information provided can be used by the Regional Water Board to clarify whether a given party has responsibility.

Are there limits to what the Regional Water Board can ask for?

Yes. The information required must relate to an actual or suspected or proposed discharge of waste (including discharges of waste where the initial discharge occurred many years ago), and the burden of compliance must bear a reasonable relationship to the need for the report and the benefits obtained. The Regional Water Board is required to explain the reasons for its request.

What if I can provide the information, but not by the date specified?

A time extension may be given for good cause. Your request should be promptly submitted in writing, giving reasons.

Are there penalties if I don't comply?

Depending on the situation, the Regional Water Board can impose a fine of up to \$5,000 per day, and a court can impose fines of up to \$25,000 per day as well as criminal penalties. A person who submits false information or fails to comply with a requirement to submit a technical report may be found guilty of a misdemeanor. For some reports, submission of false information may be a felony.

Do I have to use a consultant or attorney to comply?

There is no legal requirement for this, but as a practical matter, in most cases the specialized nature of the information required makes use of a consultant and/or attorney advisable.

What if I disagree with the 13267 requirements and the Regional Water Board staff will not change the requirement and/or date to comply?

You may ask that the Regional Water Board reconsider the requirement, and/or submit a petition to the State Water Resources Control Board. See California Water Code sections 13320 and 13321 for details. A request for reconsideration to the Regional Water Board does not affect the 30-day deadline within which to file a petition to the State Water Resources Control Board.

If I have more questions, whom do I ask?

Requirements for technical reports include the name, telephone number, and email address of the Regional Water Board staff contact.

Revised January 2011

¹ All code sections referenced herein can be found by going to www.leginfo.ca.gov.

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Lori J. Gualco
Annie R. Embree
Peter D. Lemmon
Darren P. Trone, P.C.

December 10, 2010

Sent Via Email and Overnight Mail

Mark Johnson
Regional Water Quality Control Board
San Francisco Region
1515 Clay Street
Oakland, CA 94612

Re: Former Gas Station Located at 3875 Telegraph Avenue, Oakland, CA 94609
(the "Property")

Dear Mr. Johnson:

I represent Wickland Oil in reference to the above site. I request that you add the following parties as parties responsible for investigation and clean-up of the above referenced site: East Bay Outpatient Surgery, a general partnership (EBOS) and ConocoPhillips. These parties should be added as potential responsible parties as defined under 23 C.C.R. § 2720. Section 2720 defines a responsible party as follows:

- a. Any person who owns or operates an underground storage tank used for the storage of any hazardous substance;
- b. In the case of any underground storage tank no longer in use, any person who owned or operated the underground storage tank immediately before the discontinuation of its use;
- c. Any owner of property where an unauthorized release of a hazardous substance from an underground storage tank has occurred; and
- d. Any person who had or has control over an underground storage tank at the time of or following an unauthorized release of hazardous substance.

The reasons for adding each entity are set forth below.

The ownership and lease documents regarding the above referenced property show that East Bay Outpatient Surgery, a general partnership (EBOS) acquired a fee title to the Property through a grant deed from Martin Wank and Richard Wank on March 12, 1984 (See Exhibit A). An Assignment of Lease was also recorded on that date in favor of EBOS (See Exhibit B). A Surrender of Leasehold Interest between Wickland and EBOS was recorded in January 1985 (see Exhibit C). Consequently, EBOS was an owner of the Property during a time period when the gas station on the northern portion of the Property was being operated on the Property. Under the law, there is liability for an owner of real property where releases have occurred.

Mark Johnson
December 10, 2010
Page 2

Wickland Corporation ("Wickland") operated a gas station facility located at 3875 Telegraph Avenue from 1971 until 1984, at which time the existing tanks were removed in accordance with City of Oakland procedures. Previous to the Wickland lease, the property had been the site of at least three different gasoline stations dating back to 1925. Wickland's immediate predecessor was Regal Petroleum Corporation ("Regal") (See Exhibit D). Telephone directory records indicate that Regal Petroleum Company was located on the site as far back as 1955. Regal's tenancy on the site from early 1961 onward was memorialized by a recorded lease dated January 31, 1961. It was not until August of 1971 that Regal assigned this lease to Wickland (See Exhibit E). Through various mergers and acquisitions and company reorganizations, Regal is now part of ConocoPhillips Company.

Regal was incorporated in California on January 18, 1954 as the Fourth Signal Company. On March 5, 1954, the name of the corporation was changed to Regal Petroleum Co. On December 20, 1967, Regal Petroleum Co. and several other corporations were merged into Advanced Stations, Inc. Concurrently with this merger, the name of the surviving entity was changed to Regal Stations, Inc. On September 30, 1982, the name of the corporation was again changed, this time to Aminoil Stations, Inc. On January 1, 1983, Aminoil Stations, Inc. and two other corporations were merged into Aminoil Holdings, Inc., a Nevada corporation. Immediately following this merger, Aminoil Holdings, Inc., was merged into Aminoil Incorporated, a Delaware corporation. As a part of this merger, the name of Aminoil Incorporated was changed to Aminoil Marketing, Inc. On April 30, 1986, Aminoil Marketing, Inc., was merged into Phillips Petroleum Company, a Delaware corporation. Finally, on December 12, 2002, Phillips Petroleum Company changed its name to ConocoPhillips Company. ConocoPhillips is currently a Delaware corporation in good standing with the following agent for service of process: Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (See Exhibit F).

It is for the reasons set forth above that EBOS and ConocoPhillips Company, should be added as potential responsible parties. It is respectfully requested that you rescind the Water Code Section 13267 letter dated November 18, 2010 directed to Wickland and reissue the letter with the addition of the owner of the property, EBOS, and the successor of the former operator of a gas station in the northern portion of the property, ConocoPhillips.

Your prompt response would be appreciated as if this action is not taken by the RWQCB, Wickland plans to file a petition for review of regional board action to the State Water Resources Board. If you have any questions, please contact me. I look forward to hearing from you.

Very truly yours,

FRANK LAW GROUP, P.C.


Lori J. Gualco

LJG:jmv
Enclosures
cc: Daniel Hall (w/o encls.)

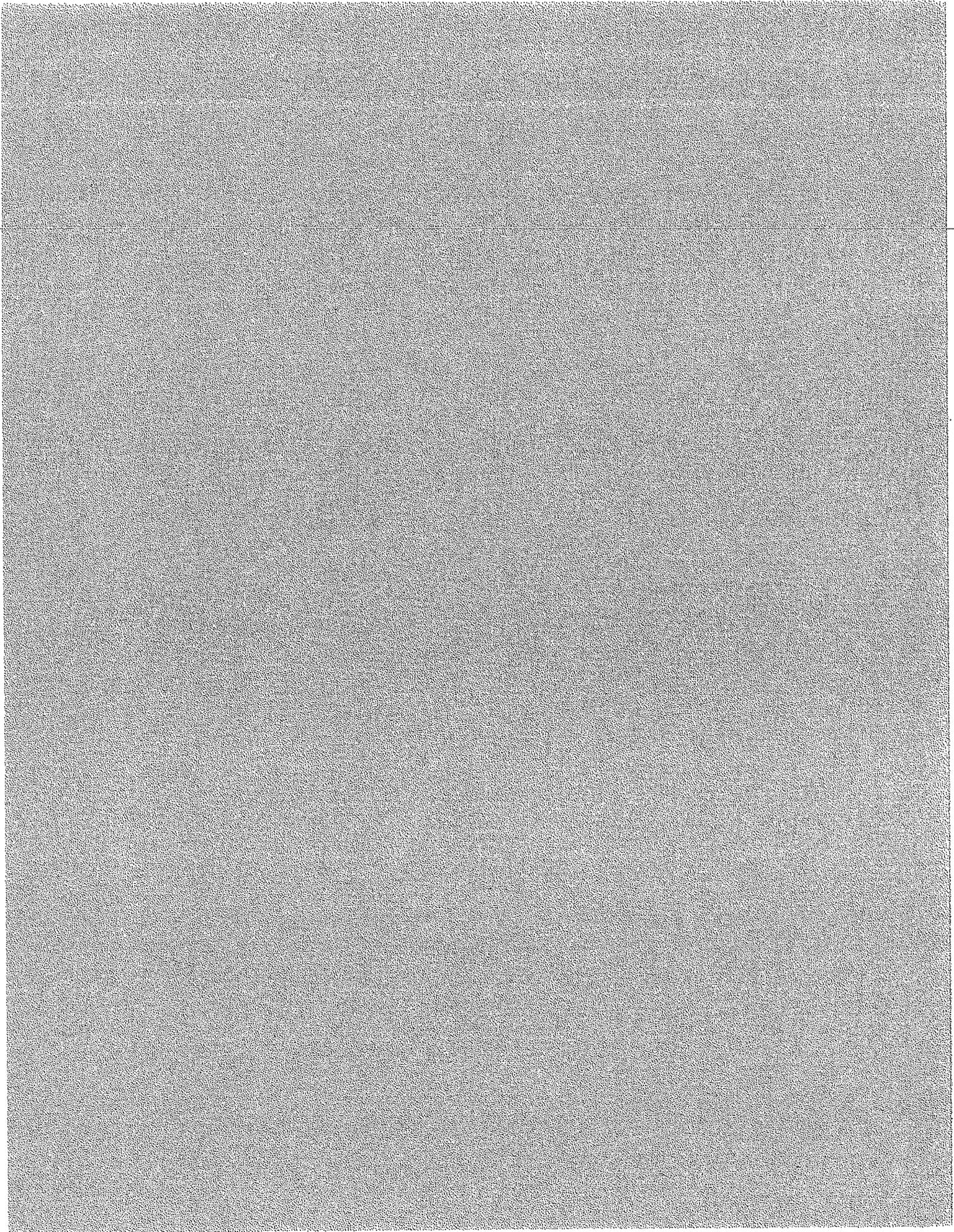


EXHIBIT "A"

RECORDING REQUESTED BY Commonwealth
AND WHEN RECORDED MAIL TO TITLE #C75954

Commonwealth Land Title Company
Attn: Carol Carozza
485 Market Street, Suite 1820
San Francisco, CA 94105

TRANSFER
TAX PAID
ALAMEDA COUNTY

92 025064

REGORAL'S OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
PATRICK L. GONNELL
COUNTY RECORDER

MAIL TAX STATEMENTS TO

E.B.S.O., L.P.
c/o Butler Surgery Centers, Inc.
2800 "L" Street
Sacramento, CA 95816

CITY
TAX
PAID

'92 OCT 7 PM 2 10

001
SW
\$20.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 012-0888-003-01

Partnership Grant Deed

SHLA 604 (Rev. 8/28/11)

The undersigned Grantor(s) declare(s):
Documentary transfer tax is \$3,159.20.
 Computed on full value of property conveyed, or
 Computed on full value less value of liens and encumbrances remaining at time of sale,
 Unincorporated area City of Oakland tax \$35,897.15 and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

EAST BAY OUTPATIENT SURGERY

a general partnership organized under the laws of the State of California
hereby GRANT(S) to

E.B.S.O., L.P., a California Limited Partnership

the following described real property in the City of Oakland
County of Alameda
State of California:

The Severed Improvements described in Exhibit A attached hereto, situated on, in and under the land described in Exhibit 1 to Exhibit A.

Exhibit A and the Exhibit 1 attached to it are incorporated in and made a part of this Grant Deed as if fully set forth herein.

THE SEVERED IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY.

Dated 9/28/92
STATE OF Alameda
COUNTY OF Alameda

On September 28, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared George A. Pugh, M.D.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed in the within instrument and acknowledged that he executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

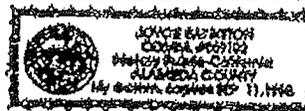
Signature _____

EAST BAY OUTPATIENT SURGERY

a California General Partnership

By George A. Pugh
George A. Pugh, M.D., Managing Director Partner

By _____ Partner



(This area for official recording only)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ALL-PURPOSE ACKNOWLEDGMENT

92300864 Its 5170

State of California

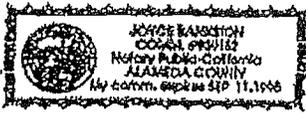
County of Alameda

On 9/28/92 before me, Joyce Frankston

personally appeared George High, M.D.

personally known to me • OR • proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hor/their authorized capacity(ies), and that by his/hor/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



(Witness my hand and official seal)
Joyce Frankston
NOTARY PUBLIC

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(ES)

ATTENTION NOTARY: Although the information requested here is OPTIONAL, it does prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other than Named Above _____

92325564

DESCRIPTION OF SEVERED IMPROVEMENTS

That certain one-story building and appurtenant improvements more particularly described below (the "Severed Improvements"), situated on, in and under the land located in the City of Oakland, Alameda County, California which is more particularly described in Exhibit 1 attached hereto and incorporated herein. The Severed Improvements are and shall remain real property.

1. The Severed Improvements include the following improvements situated on, in or under the land described in Exhibit 1:
 - a. The one-story building currently used as a surgery center (the "Building") and all other above-ground improvements on the land, except as described in item 2.a below;
 - b. All footings and supports of the Building;
 - c. All parking lots, sidewalks, walkways, concrete pads, lighting (to the extent not owned by the City of Oakland or other appropriate public authority), fencing, sheds, landscaped areas, landscaping and sprinkling systems on the land;
 - d. All machinery and equipment servicing the Building, including the heating and air conditioning unit and diesel generator, together with their related pipes, hoses, valves, gauges, wiring and other appurtenances of every kind, irrespective of their present condition or state of repair;
 - e. To the extent not owned by the appropriate utility company, all water, sewer, natural gas, electrical, telephone and other utility lines under the land, except the abandoned sewers, pipes and appurtenances described in item 2.b below;
 - f. Any and all above-ground storage tanks and their related pumps, pipes, hoses, valves, gauges and other appurtenances of every kind, irrespective of their present condition or state of repair; and
 - g. Any and all improvements hereafter constructed or otherwise made on any part or all of the land.

2. The Severed Improvements specifically do not include any of the following items situated on, in or under the land described in Exhibit 1. Such items are owned by the owner of the land and shall not under any circumstances be deemed a part of the Severed Improvements:
 - a. Any and all underground storage tanks, pits, sumps, cisterns, wells or similar facilities and their related under- and above- ground pumps, pipes, hoses, casings, valves, gauges and other appurtenances of every kind which may now exist or may have previously existed on, in or under the land, irrespective of their present condition or state of repair; and
 - b. The abandoned sewer pipes and appurtenances which the City of Oakland required to be disconnected and filled and/or plugged prior to the issuance of a Certificate of Occupancy for the Building which is a part of the Severed Improvements.

DescriptOfSevImprov/SSCI/BBSC

EXHIBIT A

09803/029
25Aug92 NTT

92025864

EXHIBIT I

That certain real property situated in the State of California, County of Alameda and described as follows:

CITY OF OAKLAND

PARCEL 1:

PORTION OF BLOCK 2071, AS SAID BLOCK IS SHOWN ON THE "MAP OF THE EVOY PLOT, OAKLAND, TOWNSHIP", FILED APRIL 28, 1871, IN BOOK 3 OF MAPS, PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN LINE OF 29TH, FORMERLY GEARY STREET, WITH THE WESTERN LINE OF TELEGRAPH AVENUE, AS SAID STREET AND AVENUE ARE SHOWN ON SAID MAP; RUNNING THENCE ALONG SAID LINE OF 29TH STREET WESTERLY, 100 FEET; THENCE PARALLEL WITH SAID LINE OF TELEGRAPH AVENUE SOUTHERLY, 50 FEET; THENCE PARALLEL WITH SAID LINE OF 29TH STREET EASTERLY, 200 FEET TO SAID LINE OF TELEGRAPH AVENUE; THENCE ALONG SAID LINE OF TELEGRAPH AVENUE NORTHERLY, 50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 2 AND 3 IN BLOCK 2071, AS SAID LOTS AND BLOCK ARE SHOWN ON THE "MAP OF THE ESTATE OF JOHN EVOY IN PLOT 36, SUBDIVIDED APRIL 1886", FILED AUGUST 12, 1886, IN BOOK 11 OF MAPS, PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 3:

BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF TELEGRAPH AVENUE WITH THE NORTHERN LINE OF APOAR STREET, AS SAID AVENUE AND STREET ARE SHOWN ON THE "MAP OF THE LUNING TRACT NO. 2, OAKLAND, CALIF.", FILED FEBRUARY 19, 1907, MAP BOOK 22, PAGE 27, ALAMEDA COUNTY RECORDS; THENCE NORTHERLY ALONG SAID LINE OF TELEGRAPH AVENUE, 134.95 FEET TO THE SOUTHERN LINE OF LOT 3, BLOCK 2071, "MAP OF THE ESTATE OF JOHN EVOY IN PLOT 36", FILED AUGUST 12, 1886, MAP BOOK 11, PAGE 26, ALAMEDA COUNTY RECORDS; THENCE WESTERLY ALONG THE LAST NAMED LINE, 100.15 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF SAID LOT 3; THENCE SOUTHERLY, PARALLEL WITH SAID LINE OF TELEGRAPH AVENUE, 139.05 FEET TO SAID NORTHERN LINE OF APOAR STREET; THENCE EASTERLY, ALONG THE LAST NAMED LINE, 100 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 012-0968-003-01

Description/SevImprov/SSCI/BUSC
Exhibit 1

09503/029
25Aug92 NIT



EXHIBIT "B"



2008128518 04/04/2008 09:30 AM
 OFFICIAL RECORDS OF ALAMEDA COUNTY
 PATRICK O'CONNELL
 RECORDING FEE: \$2.00

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:
 Patricia J. Hartman, Esq.
 Hunter Rehey Di Benedetto &
 Eisenbeis, LLP
 520 Capitol Mall, Suite 400
 Sacramento, CA 95814



2 PGS

MAIL TAX STATEMENTS TO:
 Robert Perrine
 Alta Bates Summit Medical Center
 Administration Department
 350 Hawthorne Avenue, Suite G100
 Oakland, CA 94609

Handwritten notes:
 R/S
 TAX
 PERM
 SA

(Space above this line for Recorder's use.)

A.P.N.: 012-0968-003-01

The Undersigned Grantor (Landlord) Declares: DOCUMENTARY TRANSFER TAX: \$Shown on separate statement; CITY TRANSFER TAX: \$Shown on separate statement; computed on the full value of property conveyed.

**MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE
 (INCLUDING OPTION TO PURCHASE, RIGHT OF FIRST REFUSAL AND
 RIGHT OF FIRST OPPORTUNITY)
 AND ASSIGNMENT**

This Memorandum of Amended and Restated Ground Lease and Assignment (this "Memorandum") is made and entered into as of March 31, 2005, between and among EAST BAY OUTPATIENT SURGERY, a California general partnership (hereinafter "Landlord"), E.B.S.C., L.P., a California limited partnership (hereinafter "Tenant"), and ALTA BATES SUMMIT MEDICAL CENTER SURGERY PROPERTY COMPANY, LLC, a California limited liability company (hereinafter "Assignee Tenant"), who agree as follows:

1. Term and Premises. Landlord leases to Tenant and Tenant leases from Landlord the Premises which are part of the Land located in the City of Oakland, County of Alameda, State of California, described in Exhibit A attached to this Memorandum. The Premises consist of all of the Land other than the appurtenant improvements described in item 1 of Exhibit A. The lease is for a term to expire September 30, 2035, subject to a ten (10) year option to extend. The lease is on the terms and conditions contained in the Amended and Restated Ground Lease (the "Lease") between the parties of even date herewith. The provisions of the Lease are incorporated into this Memorandum by reference. Unless otherwise expressly provided to the contrary in this Memorandum, any capitalized terms shall have the meaning ascribed to them in the Lease.

2. Improvements and Assignment. As provided in the Lease, Tenant owns certain Severed Improvements located on the Premises, which were heretofore conveyed to

Tenant by Landlord by grant deed. Concurrently with the execution of the Lease, Tenant conveys the Severed Improvements to Assignee Tenant and, in connection therewith, assigns all of its right, title and interest in and to the Lease to Assignee Tenant as more particularly described in the assignment of amended and restated ground lease of even date herewith (the "Assignment"). The provisions of the Assignment are incorporated into this Memorandum by reference. As further provided in the Lease, Assignee Tenant shall own all additional improvements constructed by Assignee Tenant during the term of the Lease unless Assignee Tenant conveys such improvements to Landlord on expiration or earlier termination of the Lease.

3. Option to Purchase. As more particularly described in the Lease, Tenant, or its designated assignee, has the Option to Purchase the Land for a period equal to the later of (a) nine (9) months following the Commencement Date or (b) nine (9) months following the date of approval of the RAP by the Lead Agency (the "Option Period"). Tenant, or its designated assignee, shall exercise the Option to Purchase by delivering to Landlord written notice of the exercise of the Option to Purchase identifying the purchaser prior to the expiration of the Option Period.

4. Right of First Refusal. As more particularly described in the Lease, Tenant, or its designated assignee, also has the Right of First Refusal to purchase the Land for a period of three (3) years following the Commencement Date. If Landlord receives a bona fide offer from a third party to purchase the Land, which offer is acceptable to Landlord, Landlord will provide Tenant with one hundred twenty (120) days prior written notice of Landlord's intent to sell the Land to the third party. This notice will include a copy of the offer received by Landlord (the "Right of First Refusal Notice"). Tenant, or its designated assignee, will have the right to match any such third party offer, and Tenant, or its designated assignee, also will have the right to receive any credits, etc. that are a part thereof and generally shall proceed under the same terms and conditions of said offer; provided, however, that such Right of First Refusal shall be, at the election of Tenant, or its designated assignee, subject and subordinate to the Option to Purchase. Tenant, or its designated assignee, shall exercise the Right of First Refusal by delivering written notice of the exercise of the Right of First Refusal to Landlord identifying the purchaser within one hundred twenty (120) days of receipt of Landlord's Right of First Refusal Notice along with a copy of the offer.

5. Right of First Opportunity. As more particularly described in the Lease, Tenant, or its designated assignee, further has a Right of First Opportunity to purchase the Land on the terms described in a Right of First Opportunity Notice delivered by Landlord to Tenant. Tenant, or its designated assignee, shall have one hundred (120) days after receipt of the Right of First Opportunity Notice to notify Landlord in writing of its acceptance of the terms and conditions outlined in the Right of First Opportunity Notice and its intent to purchase the Land (the "Acceptance Notice"). Following receipt by Landlord of the Acceptance Notice, Landlord and Tenant, or its designated assignee, if applicable, shall exclusively negotiate so as to reach an agreement with respect to terms of the purchase and sale of the Land.

6. Purpose of Memorandum of Lease. This Memorandum is prepared for the purpose of recordation and to reflect the assignment of the Lease from Tenant to Assignee Tenant and it in no way modifies the provisions of the Lease referred to in paragraph 1.

LANDLORD:

EAST BAY OUTPATIENT SURGERY,
a California general partnership

By: George A Pugh
George Pugh, M.D., Managing Partner

TENANT:

E.B.S.C., L.P., a California limited partnership

By: EBGP, I.L.C., a California limited liability
company, its General Partner

By: George A Pugh
George Pugh, M.D., Resident

ASSIGNEE TENANT:

ALTA BATES SUMMIT MEDICAL CENTER
SURGERY PROPERTY COMPANY, I.L.C. a
California limited liability company

By: Victor H. Meinke
Victor H. Meinke, President

STATE OF CALIFORNIA)
COUNTY OF Alameda) SS

On March 28, 2015, before me the undersigned, a notary public, personally appeared
George A. Pugh

personally known to me, or
 proved to me on the basis of satisfactory evidence.

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Loretta M. Lewis, Notary Public



STATE OF CALIFORNIA)
COUNTY OF Alameda) SS

On March 28, 2015, before me the undersigned, a notary public, personally appeared
George A. Pugh

personally known to me, or
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Loretta M. Lewis, Notary Public



STATE OF CALIFORNIA:)

COUNTY OF Alameda)⁸⁸

On March 28, 2005, before me the undersigned, a notary public, personally appeared
Vicki E. Deinter

() personally known to me, or
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Loretta M. Lewis, Notary Public



EXHIBIT A

Description of Land

The land and appurtenant improvements more particularly described below (the "Land") located in the City of Oakland, Alameda County, California, and more particularly described in Exhibit 1 attached hereto and incorporated herein, EXCEPTING THEREFROM that certain one (1)-story building and appurtenant improvements described in item 2 below, situated on, in and under the land (the "Severed Improvements"). The Severed Improvements are and shall remain real property;

1. The Land includes the following improvements situated on, in or under the land described in Exhibit 1:
 - a. Any and all underground storage tanks, pits, sumps, cisterns, wells or similar facilities and their related under- and above- ground pumps, pipes, hoses, casings, valves, gauges and other appurtenances of every kind which may now exist or may have previously existed on, in or under the land, irrespective of their present condition or state of repair; and
 - b. The abandoned sewer pipes and appurtenances which the City of Oakland required to be disconnected and filled and/or plugged prior to the issuance of a Certificate of Occupancy for the Building which is a part of the Severed Improvements.
2. The Land specifically does not include any of the following items situated on, in or under the land described in Exhibit 1. Such items are owned by the owner of the Severed Improvements and shall not under any circumstances be deemed a part of the Land:
 - a. The one (1)-story building currently used as a surgery center (the "Building") and all other above-ground improvements on the land, except as described in item 1.a above;
 - b. All footings and supports of the Building;
 - c. All parking lots, sidewalks, walkways, concrete pads, lighting (to the extent not owned by the City of Oakland or other appropriate public authority), fencing, sheds, landscaped areas, landscaping and sprinkling systems on the land;
 - d. All machinery and equipment servicing the Building, including the heating and air conditioning unit and diesel generator, together with their related pipes, hoses, valves, gauges, wiring and other appurtenances of every kind, irrespective of their present condition or state of repair;
 - e. To the extent not owned by the appropriate utility company, all water, sewer, natural gas, electrical, telephone and other utility lines under the land, except the abandoned sewers, pipes and appurtenances described in item 1.b above;
 - f. Any and all above-ground storage tanks and their related pumps, pipes, hoses, valves, gauges and other appurtenances of every kind, irrespective of their present condition or state of repair; and
 - g. Any and all improvements hereafter constructed or otherwise made on any part or all of the land.

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT BE MADE A
PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY RECORDER
PURSUANT TO REVENUE AND TAXATION CODE § 11932.

To: Registrar - Recorder
County of Alameda

Request is hereby made in accordance with the provisions of the Documentary Transfer Tax Act
that the amount of tax due not be shown on the original document which names:

E.B.S.C., L.P., a California limited partnership

(Tenant)

and

ALTA Bates Summit Medical Center Surgery Property Company, LLC, a California limited liability
company

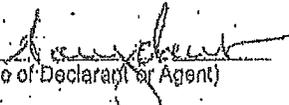
(Assignee Tenant)

Property described in the accompanying document is located in the County of Alameda

The amount of tax due on the accompanying document is: \$578.05 City Transfer Tax
\$7,880.00

Computed on full value of property conveyed, or

Computed on full value less liens and encumbrances remaining at time of sale


(Signature of Declarant or Agent)

First American Title Co.

Note: After the permanent record is made, this form will be affixed to the conveying document
and returned with it.

EXHIBIT "C"

CHICAGO TITLE COMPANY
One Kasky Plaza, Suite 1065
Oakland, California 94612

SURRENDER OF LEASEHOLD INTEREST

85-049708

16116-KS

D6.

This agreement is made by and between East Bay Outpatient Surgery, hereinafter called "Lessor" and Wickland Inc., previously known as Wickland Oil Company, hereinafter called "Lessee".

WHEREAS, Lessee is the owner of all right, title and interest as Lessee in that certain lease between Wickland Realty Company and Wickland Oil Company, dated August 20, 1971, and recorded in the recorder's office of the County of Alameda on September 23, 1971, Reel 2955, Image 838, Series No. 71-124421 official records, including any and all options to extend said lease for the property described as follows:

PARCEL 1: Portion of Block 2071 as said block is shown on the "Map of the Evoy Plot, Oakland Township" filed April 28, 1871, in Book 3 of Maps, Page 12, in the office of the County Recorder of Alameda County, described as follows: Beginning at the intersection of the southern line of 39th, formerly Geary Street, with the western line of Telegraph Avenue as said street and avenue are shown on said map; running thence along said line of 39th street westerly 100 feet; thence parallel with said line of Telegraph Avenue southerly 50 feet; thence parallel with said line of 39th street easterly 100 feet to said line of Telegraph Avenue; thence along said line of Telegraph Avenue northerly 50 feet to the point of beginning.

PARCEL 2: Lots 2 and 3 in Block 2071, as said lots and block are shown on the "Map of the Estate of John Evoy in Plot 30, Subdivided April 1880" filed August 12, 1886 in Book 11 of maps page 28 in the office of the County Recorder of Alameda County.

WHEREAS, the Lessor's interest in the above described lease was assigned to EAST BAY OUTPATIENT SURGERY, by instrument recorded March 12, 1984, series No. 84-046915.

WHEREAS, Barry N. Gardiner, M.D., (Gardiner) on behalf of Lessor acquired the right to purchase all of Lessee's right, title and interest to Lessee's leasehold interest in said property pursuant to an Agreement to Purchase Leasehold Interest executed by Lessee on December 12, 1983 and by Gardiner on December 19, 1983.

WHEREAS, it is the mutual desire of the parties that Lessee surrender said lease and all rights to the possession of the leased premises pursuant to the terms of the Agreement to Purchase Leasehold Interest.

Lessor and Lessee therefore agree as follows:

1. **Terms of Surrender**
 In consideration of the mutual promises herein contained, and in consideration of Lessor paying Lessee the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000), Lessee agrees to surrender the lease and vacate the premises so described hereinabove as of December 4, 1984 and Lessor agrees to accept such surrender and the premises and Lessee agrees to discharge and release Lessor from the obligations under the lease as of said date.
2. **Payment of Consideration**
 Lessee acknowledges previous receipt of Eighty-Seven Thousand Five Hundred Dollars (\$87,500). The balance of the consideration (\$87,500) shall be paid to Lessee upon execution of this agreement.
3. **Execution of Documents**
 Lessor and Lessee covenant and agree, on demand, to do any and to execute any other or further instrument necessary or convenient to the carrying out of the provisions of this agreement.

Executed in duplicate on the dates set forth below.

Dated: Dec. 14, 1984

Wickland Inc.
A California Corporation

By: Alvin E. Hall
Vice President

Dated: Dec 18, 1984

Barry McCarroll
Barry A. Carroll, M.D.
Managing General Partner
East Bay Outpatient Surgery

RECORDED AT REQUEST OF
Chicago Title Ins. Co.
At 10:30 A.M.
MAR 12 1985
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

6/3

65-49708

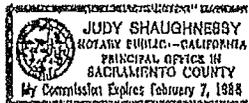
STATE OF CALIFORNIA }
COUNTY OF Sacramento } ss.

On this 14th day of December, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel P. Hall, personally known to me (as proved to me on the basis of satisfactory evidence) to be the Vice President, and

personally known to me (or proved to me on the basis of satisfactory evidence) to be Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature Judy Shaughnessy
Name (Typed or Printed)
Notary Public in and for said County and State

§ 2467 R 11/82



(This area for official notarial seal)

CHICAGO TITLE INSURANCE COMPANY
CORPORATION

Sample

Sample

65-49708

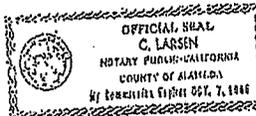
STATE OF CALIFORNIA }
COUNTY OF Alameda } ss.

On this 18th day of December, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Billy H. Gardiner

personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature C. Larsen
Name (Typed or Printed)
Notary Public in and for said County and State

§ 2403 R 11/82



FOR NOTARY SEAL ON STAMP

CHICAGO TITLE INSURANCE COMPANY
PARTNERSHIP

Sample

Sample

(418) 3606



Please sign & return attached

COREEN LARSEN
ASSISTANT VICE PRESIDENT
SPECIAL PROJECTS
CHICAGO TITLE COMPANY
OF ALAMEDA COUNTY
ONE KAISER PLAZA, SUITE 1985
OAKLAND, CALIFORNIA 94612

ALAMEDA COUNTY

RECEIVED
JAN 8 1985
WICKLAND OIL COMPANY

EAST BAY OUTPATIENT SURGERY
2915 MC CLURE ST. 834-1210
OAKLAND, CA 94609

243

Jan 4 1984 00-3895/1211

DAY TO THE ORDER OF Wickland Oil Co \$ 87,500

Eighty Seven Thousand Five Hundred DOLLARS

Summit Bank
P.O. BOX 898 2969 BROADWAY
OAKLAND, CA 94604-0898

FOR East Bay Out. Coreen Larsen

⑈000243⑈ ⑆121138958⑆ 01 202702⑈

Re: Escrow No. 16116-CL
3869-3875 Telegraph Ave.
Oakland, CA
East Bay Outpatient Surgery

The undersigned hereby acknowledge receipt of the above check as payment in full of leasehold obligation for the above referenced property.

You are authorized to use and/or record Surrender of Leasehold Interest, dated December 14, 1984 and executed by Wickland Oil Company, and previously sent to you with our correspondence of December 14, 1984, with no further instruction from the undersigned.

WICKLAND OIL COMPANY

By: Daniel E. Hall
Daniel E. Hall
Vice President and Secretary

EXHIBIT “D”

AS28201

RE: 279 IM:277

LEASE

THIS LEASE, made and entered into at San Jose, California, by and between EVELYN MINOWITZ, formerly EVELYN R. WANK, hereinafter called "Lessor," and REGAL PETROLEUM CO., a California corporation, hereinafter called "Lessee."

W I T N E S S E T H

The Lessor hereby leases to the Lessee, and the Lessee hereby hires from the Lessor, the following described premises in the city of Oakland, county of Alameda, state of California:

PARCEL 1: Portion of Block 2071, as said block is shown on the "Map of the Evoy Plot, Oakland Township" filed April 28, 1871, in Book 3 of Maps, Page 12, in the office of the County Recorder of Alameda County, described as follows: Beginning at the intersection of the southern line of 39th formerly Geary Street, with the western line of Telegraph Avenue as said street and avenue are shown on said map; running thence along said line of 39th street westerly 100 feet; thence parallel with said line of Telegraph Avenue southerly 50 feet; thence parallel with said line of 39th street easterly 100 feet to said line of Telegraph Avenue; thence along said line of Telegraph Avenue northerly 50 feet to the point of beginning.

PARCEL 2: Lots 2 and 3 in Block 2071, as said lots and block are shown on the "Map of the Estate of John Evoy in Plot 36, Subdivided April 1886" filed August 12, 1886 in Book 11 of Maps page 28 in the office of the County Recorder of Alameda County.

The term of this lease shall be fifteen (15) years commencing February 1, 1961. The rental shall be the sum of five hundred dollars (\$500) per month, payable monthly, in advance.

In addition to the rental above described, the Lessee shall pay all real estate and personal property taxes which accrue during the term of this lease or any extension thereof.

During the term of this lease the Lessee agrees to

hold the Lessor free and harmless from any and all liability to person or property arising out of the use of the premises by Lessee.

* Should default be made in the payment of any portion of rent when due or in the keeping of any of the covenants herein agreed to be kept by said Lessee, the Lessor may re-enter and take possession of said premises and improvements thereon, and, at Lessor's option, terminate this lease, provided Lessee has been given ten (10) days' written notice to cure said default.

The Lessee hereby reserves the right to move all fixtures, equipment, machinery, and any and all other property belonging to Lessee, attached to the realty or otherwise, at the expiration of the lease, or sooner termination thereof, except as herein otherwise provided.

Lessee agrees faithfully to comply with any and all laws or regulations which may relate to the occupancy and use of the demised premises by the Lessee.

This agreement shall extend to and bind the heirs, assigns and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed these premises this 31st day of January, 1961.

Evelyn R. Wank
Evelyn Minswitz
Evelyn R. Wank
"LESSOR"

REGAL PETROLEUM CO.

By *John W. Craig*
President
By *[Signature]*
Assistant Secretary

Said
Affixed

AS28201

"LESSEE"

6461

STATE OF CALIFORNIA } ss.
County of Calaveras

ON THIS 27th day of February, 1961, before me, Emily M. Davis, a Notary Public in and for said County and State, personally appeared EVELYN MINOWITZ, who acquired title as EVELYN R. WANK, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Seal
Affixed

Emily M. Davis
Notary Public in and for said County and State.

My Commission expires March 16, 1963.

STATE OF CALIFORNIA } ss.
County of Los Angeles

ON THIS 16th day of February, 1961, before me, Catherine M. Bigelow, a Notary Public in and for said County and State, personally appeared John W. Craig, known to me to be the President, and A. E. SEABINGS, known to me to be the Assistant Secretary, of REGAL PETROLEUM CO., the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Catherine M. Bigelow
Catherine M. Bigelow
Notary Public in and for said County and State.

Seal
Affixed

AS28201

RECORDED at REQUEST OF
California Pacific Title Ins. Co.
AT 8:30 A.M.

MAR - 8 1961

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
Thomas W. Fitzmaurice
COUNTY RECORDER

360

4157

EXHIBIT "E"

RE: 2855 IM: 8.3

Western Title Guaranty Co.
M D A M.

-15

WHEN RECORDED RETURN TO:
WICKLAND REALTY CO.
Post Office Box 727
Oakland, California 94663

SEP 23 1971

124417

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

253886-15

ASSIGNMENT

FOR AND IN CONSIDERATION OF THE SUM of One Dollar
(\$1.00) and other good and valuable consideration, the

receipt and adequacy of which are hereby acknowledged by
Regal Stations, Inc.,

a corporation, hereinafter called "Assignor," said Assignor
heraby sells, assigns and sets over unto

Wickland Realty Co.,

a corporation, hereinafter called "Assignee," all of
Assignor's right, title and interest in, to and under the
lease and leasehold estate covering the premises known and
designated as 3875 Telegraph Avenue

in the City of Oakland, County of Alameda,
State of California, said lease and property being
more particularly described in Exhibit A attached hereto and
incorporated herein by reference.

Assignor represents and warrants that it is the
sole owner and holder of said lease and the leasehold estate
created thereby, that the same are in full force and effect
and that all rentals and other obligations of the lessee which
have heretofore accrued thereunder have been paid or otherwise
satisfied, and it has not placed any liens or encumbrances on
said lease and said leasehold estate except as shown on said
Exhibit A; provided, however, Assignee shall take subject to all
encumbrances of record and any encumbrances not of record
created by Assignor.

Assignor makes no representation of warranty as to
the condition of the leased premises or of any improvements
thereon; and Assignee accepts them in whatever condition they
are at the time Assignee takes possession. Assignee shall

W.C. 2955 W. 819

7-124417

take possession and become responsible for said premises and improvements forthwith upon acceptance of this assignment. Any prepaid rentals and tax obligations or assessments under said lease and said leasehold estate shall be prorated as of the date Assignee accepts this assignment.

Dated: August 31, 1971

REGAL STATIONS, INC.

By [Signature]
President
By [Signature]
Assistant Secretary

ACCEPTANCE

The undersigned, Wickland Realty Co.

_____ , a corporation, the Assignee named in the within and foregoing Assignment, does hereby accept the assignment made thereby and the terms and conditions therein set forth, does hereby assume and agree to perform the obligations of the lessee under the aforementioned lease and leasehold estate created thereby accruing on and after the date of this Acceptance, and does hereby covenant and agree to hold Assignor free and harmless from all further obligations and liability under said lease, including without by way of limitation court costs and reasonable attorneys' fees.

WICKLAND REALTY CO.

By [Signature]
President
By [Signature]
Secretary

STATE OF CALIFORNIA
County of Los Angeles

} ss.

ON THIS 31 day of August, 19 71
before me a Notary Public in and for said State, personally
appeared R. L. Beckstrom, known to me to be the

President, and G. H. Williams, known to me to be the

Assistant Secretary of Regal Stations, Inc.
The corporation that executed the within instrument, known to
me to be the persons who executed the within instrument on
behalf of the corporation herein named, and acknowledged to me
that such corporation executed the within instrument pursuant
to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Grace M. Moore
Notary Public in and for said State

STATE OF CALIFORNIA
County of Glenn

} ss.

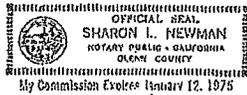
ON THIS 31st day of August, 19 71
before me a Notary Public in and for said State, personally

appeared J. A. Wickland, Jr., known to me to be the President,
and Mary T. Wickland, known to me to be the Secretary of

Wickland Realty Company
The corporation that executed the within instrument, known to
me to be the persons who executed the within instrument on
behalf of the corporation herein named, and acknowledged to me
that such corporation executed the within instrument pursuant
to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Sharon I. Newman
Notary Public in and for said State



All improvements and personal property, if any, owned by Assignor located upon the hereinafter described real property, excepting, however, all plexiglass Signal or Hancock I.D. sign faces and any and all right to use the names Signal or Hancock.

Description of Real Property:

PARCEL 1: Portion of Block 2071 as said block is shown on the "Map of the Evoy Plot, Oakland Township" filed April 28, 1871, in Book 3 of Maps, Page 12, in the office of the County Recorder of Alameda County described as follows: Beginning at the intersection of the southern line of 39th formerly Geary Street, with the western line of Telegraph Avenue as said Street and Avenue are shown on said map; running thence along said line of 39th street westerly 100 feet; thence parallel with said line of Telegraph Avenue southerly 50 feet; thence parallel with said line of 39th Street easterly 100 feet to said line of Telegraph Avenue; thence along said line of Telegraph Avenue northerly 50 feet to the point of beginning.

PARCEL 2: Lots 2 and 3 in Block 2071, as said lots and block are shown on the "Map of the Estate of John Evoy in Plot 36, Subdivided April 1886" filed August 12, 1886 in Book 11 of Maps page 28 in the office of the County Recorder of Alameda County.

EXHIBIT "F"

Regal Petroleum Corporation
History of Existence

1. "Waggoner's Lubrication Palaces, Inc." is incorporated in California on January 18, 1937. (See Exhibit 1)
2. On November 5, 1954, Waggoner's Lubrication Palaces, Inc. changes its name to "Advanced Stations, Inc." (See Exhibit 2)
3. On January 18, 1954, "Fourth Signal Company" is incorporated in California. (See Exhibit 3)
4. On March 5, 1954, Fourth Signal Company changes its name to "Regal Petroleum Co." (See Exhibit 4)
3. On December 20, 1967, Advanced Stations, Inc., Service Oil Co., an Arizona corporation, Regal Petroleum Corp. of Las Vegas, a Nevada corporation, Regal Stations, Inc., a California corporation and Regal Petroleum, Co., a California corporation were merged together. Advanced Stations, Inc. was the surviving entity, and was renamed Regal Stations, Inc. (See Exhibit 5)
4. On September 30, 1982, Regal Stations, Inc. was renamed Aminoil Stations, Inc. (See Exhibit 6)
5. At midnight on January 1, 1983, Aminoil Stations, Inc., Aminoil Marketing, Inc., a Delaware corporation and Peninsula Mining, Inc., a Delaware corporation, were merged into Aminoil Holdings, Inc., a Nevada corporation. (See Exhibits 7 and 8)
6. At 12:01 AM on January 1, 1983, Aminoil Holdings, Inc. and Aminoil Fuels, Inc., a Delaware corporation, were merged into Aminoil, Incorporated, a Delaware corporation. (See Exhibits 9 and 10). As part of this merger, Aminoil, Incorporated was renamed Aminoil Marketing, Inc. Aminoil, Incorporated was originally incorporated in Delaware on January 6, 1960. (See Exhibit 11)
7. On April 30, 1986, Aminoil Marketing, Inc., a Delaware corporation, merged into Phillips Petroleum Company, a Delaware corporation. (See Exhibit 12)
8. On December 12, 2002, Phillips Petroleum Company changed its name to ConocoPhillips Company. (See Exhibit 13)
9. As Exhibit 14 indicates, ConocoPhillips Company is currently a Delaware corporation in good standing with the following agent for service of process:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, Delaware 19808

TAB 1



FILED
In the office of the Secretary of State
OF THE STATE OF CALIFORNIA

ARTICLES OF INCORPORATION

JAN 18 1937

FRANK C. JORDAN

SECRETARY OF STATE

DEPUTY

WAGGONER'S LUBRICATION PALACES, INC.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, a majority of whom are citizens and residents of the State of California, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of California, and we hereby certify

FIRST: That the name of said corporation shall be WAGGONER'S LUBRICATION PALACES, INC.

SECOND: That the purposes for which it is formed are as follows:

To buy, sell, manufacture, store and otherwise deal in and deal with in any capacity, gasoline and other motor fuels of every description; kerosene, oil, grease, pumps, tires, trucks, automobiles and automobile accessories and supplies of every description; to purchase, sell, lease, equip and operate gasoline filling stations, service stations, greasing stations, garages and automobile repair shops; to buy, sell, store, repair, service, equip, operate, deal in and let for hire motor vehicles of every kind, nature and description;

To buy, manufacture, assemble, distribute, lease (either as lessee or lessor), sub-lease (either as lessee or lessor), purchase, or in any other manner acquire, sell, or in any other manner dispose of, export, import, use, grant the use of, and to deal and trade in and with, in any capacity, all kinds and types of goods, wares and merchandise; to conduct a general brokerage and commission business in all kinds of property (excepting only real estate brokerage business); to conduct a general warehouse business; to purchase or otherwise acquire, sell, pledge, or otherwise dispose of, or to hold or deal in, either as principal, agent, factor or broker, all kinds of personal property whatsoever;

To conduct and carry on a general manufacturing and merchandising business; to conduct and carry on the business of builders and/or contractors for the purpose of building, erecting, altering, decorating, furnishing, improving or doing any other work in connection with building, works and erections of every kind and description whatsoever, either public or private; to manufacture, buy, sell, trade, deal in and deal with, in any way, all and every kind of material and product whether manufactured or unmanufactured;

To institute, participate in or promote commercial, mercantile, financial and industrial enterprises and operations;

To apply for, obtain, register, purchase, lease or otherwise acquire, hold, own, use, operate, introduce, employ, mortgage, pledge, develop or control, sell, assign, convey, lease or otherwise dispose of, take or grant licenses or other rights with respect to and in any and all ways to exploit or turn to account inventions, improvements, processes, copyrights, patents, patent rights, letters patent, trademarks, formulae, trade names, and distinctive marks, good will and similar rights, of any and all kinds and whether granted, registered or established by or under the laws of the United States or those of any other state, government, sovereignty, country or place, or otherwise;

To do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein enumerated, or incidental to the objects herein named.

THIRD: That the county in this State where the principal office for the transaction of the business of the corporation is to be located is the County of Los Angeles.

FOURTH: The total number of shares which the corporation shall have authority to issue is one thousand (1,000) of the par value of One Hundred Dollars (\$100.00) and of the aggregate par value of One Hundred Thousand Dollars (\$100,000.00).

FIFTH: That the number of Directors of said corporation shall be three (3), and that the names and addresses of the Directors who are appointed for the first year and to serve until the election and qualification of such officers are as follows, to wit:

<u>NAME</u>	<u>WHOSE RESIDENCE IS</u>
HELEN WAGGONER	939 South Keniston Street, Los Angeles, California.
REBA L. WAGGONER	939 South Keniston Street, Los Angeles, California.
JANE WAGGONER	2402 Elmwood Avenue, Wilmette, Illinois.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30 day of December, A. D. 1936.

Signed and sealed in the presence of:

[Signature] Helen Waggoner (SEAL)
HELEN WAGGONER

[Signature] Reba L. Waggoner (SEAL)
Reba L. Waggoner

[Signature] Jane Waggoner (SEAL)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On this 30 day of December, in the year 1936, before me, [Signature], a Notary Public in and for said Los Angeles County, State of California, and residing therein, duly commissioned and sworn, personally appeared HELEN WAGGONER AND REBA L. WAGGONER, known to me to be the persons whose names are subscribed to and who executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date above written.

[Signature]
Notary Public.
My Commission Expires January 17, 1938

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

On this 31 day of December, in the year 1936, before me, [Signature], a Notary Public in and for said Cook County, State of Illinois, and residing therein, duly commissioned and sworn, personally appeared JANE WAGGONER, known to me to be the person whose name is subscribed to and who executed the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date above written.

[Signature]
Notary Public.
My Commission Expires Aug. 11, 1941

169909

IN WITNESS WHEREOF, we have hereunto set our hands and
seals this 30 day of December, A. D. 1936.

Signed and sealed in
the presence of:

[Signature] Helen Waggoner (SEAL)
[Signature]

Eda W. Hensley Reba L. Waggoner (SEAL)
[Signature] [Signature]

Betty Head Jane Waggoner (SEAL)
[Signature] [Signature]

STATE OF CALIFORNIA } SS.
COUNTY OF LOS ANGELES

On this 30 day of December, in the year 1936
before me, Eda W. Hensley, a Notary Public in and for
said Los Angeles County, State of California, and residing therein,
duly commissioned and sworn, personally appeared HELEN WAGGONER
AND REBA L. WAGGONER, known to me to be the persons whose names
are subscribed to and who executed the within instrument, and ack-
nowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal on the date above written.

Eda W. Hensley
Notary Public.
My Comm. No. 11543

STATE OF ILLINOIS } SS.
COUNTY OF COOK

On this 31 day of December, in the year 1936,
before me, Howard B. Kerr, a Notary Public in and
for said Cook County, State of Illinois, and residing therein,
duly commissioned and sworn, personally appeared JANE
WAGGONER, known to me to be the person whose name is subscribed

STATE OF ILLINOIS } ss.
COOK COUNTY.

I, MICHAEL J. FLYNN, County Clerk of the County of Cook, Do hereby
certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly author-
ized to issue certificates of magistracy, that Howard B. Kerr

whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing
was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook
County, duly commissioned, sworn and acting as such and authorized to take acknowledgments
and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of
Illinois, and to administer oaths; all of which appears from the records and files in my office;
that I am well acquainted with the handwriting of said Notary and verify believe that the
signature to the said proof of acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County
of Cook, at my office in the City of Chicago, in the said County, this 169909
day of January, 1937.

Michael J. Flynn County Clerk.

TAB 2

Name changed to ADVANCED STATIONS, INC.

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

WAGGONER'S LUBRICATION PALACES, INC.

which, upon the due filing of this Certificate of Amendment with the Secretary of State of the State of California, will be known as

ADVANCED STATIONS, INC.

FILED

In the office of the Secretary of State
of the State of California

NOV 5 - 1954

FRANK M. JORDAN, Secretary of State

By *Ralph A. V. ...*
Deputy

The undersigned, N. D. Taylor and E. R. Myers, do hereby certify that they are, respectively, and have been at all times herein mentioned, the duly elected and acting president and secretary of Waggoner's Lubrication Palaces, Inc., a California corporation, and further that:

One: At a special meeting of the board of directors of said corporation duly held at its principal office for the transaction of business at 2828 Junipero Avenue, Long Beach, California, at two o'clock P.M. on the 1st day of November, 1954, at which meeting there was at all times present and acting a quorum of the members of said board, the following resolutions were duly adopted:

NOW, THEREFORE, BE IT RESOLVED that ARTICLE FIRST of the articles of incorporation of this corporation be amended to read as follows:

"FIRST: That the name of this corporation is:

ADVANCED STATIONS, INC."

and

RESOLVED FURTHER that the board of directors of this corporation hereby adopts and approves said amendment of its articles of incorporation; and

RESOLVED FURTHER that the president or a vice president and the secretary or assistant secretary of this corporation

be and they hereby are authorized and directed to procure the adoption and approval of the foregoing amendment by the vote or written consent of shareholders of this corporation holding at least a majority of the voting power, and thereafter to sign and verify by their oaths and to file a certificate in the form and manner required by Section 3672 of the California Corporations Code, and in general to do any and all things necessary to effect said amendment in accordance with said Section 3672.

Two: At a special meeting of the shareholders of said corporation duly held at said principal office for the transaction of business, at three o'clock P.M. on the 1st day of November, 1954, the following resolution was duly adopted:

WHEREAS, the board of directors of this corporation at a special meeting duly held on the 1st day of November, 1954, at the principal office of this corporation located at 2828 Junipero Avenue, Long Beach, California, adopted and approved by resolution of said board an amendment of the articles of incorporation of this corporation amending Article First of said articles to read as follows:

"FIRST: That the name of this corporation is:

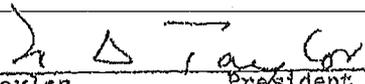
ADVANCED STATIONS, INC."

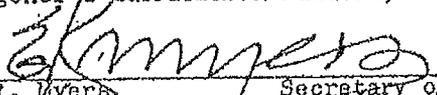
NOW, THEREFORE, BE IT RESOLVED that the foregoing amendment of the articles of incorporation of this corporation be and the same hereby is adopted and approved by the shareholders of this corporation and that Article First of the articles of incorporation of this corporation be amended to read as hereinabove set forth.

Three: The foregoing amendment was adopted and approved at said shareholders' meeting by the total vote of 150 shares.

Four: The total number of shares of said corporation entitled to vote on or consent to the adoption of said amendment is 150.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 1st day of November, 1954.


N. D. Taylor President of
Waggoner's Lubrication Palaces, Inc.

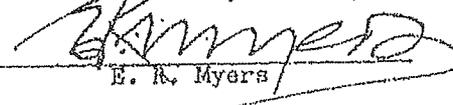

E. R. Myers Secretary of
Waggoner's Lubrication Palaces, Inc.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

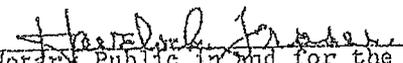
N. D. Taylor and E. R. Myers, being first duly sworn, each for himself deposes and says:

That N. D. Taylor is, and was at all of the times mentioned in the foregoing Certificate of Amendment, the president of Waggoner's Lubrication Palaces, Inc., the California corporation therein mentioned, and E. R. Myers is, and was at all of said times the secretary of said corporation; that each has read said certificate and that the statements therein made are true of his own knowledge, and that the signatures purporting to be the signatures of said president and secretary thereto are the genuine signatures of said president and secretary, respectively.


N. D. Taylor


E. R. Myers

Subscribed and sworn to before me this 1st day of November, 1954.


Notary Public in and for the County
of Los Angeles, State of California

TAB 3

FILED

In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION

JAN 18 1954

OF

FOURTH SIGNAL COMPANY

FRANK M. JORDAN, Secretary of State
Wm. H. [Signature]
Deputy

KNOW ALL MEN BY THESE PRESENTS: 282128

That we, the undersigned, do hereby voluntarily associate ourselves together for the purpose of forming a corporation under the laws of the State of California, and we hereby certify:

FIRST: That the name of said corporation is

FOURTH SIGNAL COMPANY

SECOND: The primary and initial purpose of this corpora-

tion shall be to purchase, lease or otherwise acquire, own and operate service stations for the retail marketing of petroleum products, tires, batteries and automotive accessories.

THIRD: That this corporation is also formed for the following purposes:

(a) To own, operate, maintain, manage, equip, improve, repair, alter and otherwise deal with, use and enjoy, to invent, design, develop, assemble, build, construct, fabricate, manufacture, buy, import, lease as lessee and otherwise acquire, to mortgage, deed in trust, pledge and otherwise encumber, and to sell, export, lease as lessor and otherwise dispose of goods, wares, merchandise and personal property of every sort, nature and description.

(b) To purchase, acquire, own, hold, lease either as lessor or lessee, sell, exchange, subdivide, mortgage, deed in trust, plant, improve, cultivate, develop, construct, maintain, equip, operate and generally deal in any and all lands, improved and unimproved, dwelling houses, apartment houses, hotels, boarding houses, business blocks, office buildings, garages, stations, warehouses, manufacturing works and plants, and other buildings of any kind, and the products and avails thereof, and any and all other property of any and every kind or description, real, personal and mixed, wheresoever situated, including water and water rights.

(c) To acquire, by purchase or otherwise, the goodwill, business, property rights, franchises and assets of every kind, with or without undertaking either wholly or in part the liabilities of any person, firm, association or corporation; and to acquire any business as a going concern or otherwise (1) by purchase of the assets thereof wholly or in part, (2) by acquisition of the shares or any part thereof or (3) in any other manner, and to pay for the same in cash or in the shares or bonds or other evidences of indebtedness of this corporation, or otherwise; to

Restriction of right
to amend articles

Yes

No

hold, maintain and operate, or in any manner dispose of, the whole or any part of the goodwill, business, rights and property so acquired, and to conduct in any lawful manner the whole or any part of any business so acquired; and to exercise all the powers necessary or convenient in and about the management of such business.

(d) To buy, contract for, lease and in any and all other ways acquire, take, hold and own, and to sell, mortgage, pledge, deed in trust, lease and otherwise dispose of patents, licenses and processes or rights thereunder and franchise rights, and governmental, state, territorial, county and municipal grants and concessions of every character which this corporation may deem advantageous in the prosecution of its business, or in the maintenance, operation, development or extension of its properties.

(e) To enter into, make, perform and carry out contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association or corporation, municipality, county, parish, state, territory, government or other municipal or governmental subdivision.

(f) From time to time to apply for, purchase, acquire by assignment, transfer or otherwise, exercise, carry out and enjoy any benefit, right, privilege, prerogative or power conferred by, acquired under or granted by any statute, ordinance, order, license, power, authority, franchise, commission, right or privilege which any government or authority or governmental agency or corporation or other public body may be empowered to enact, make or grant; to pay for, aid in, and contribute toward carrying the same into effect and to appropriate any of this corporation's shares, bonds and/or assets to defray the costs, charges and expenses thereof.

(g) To promote or to aid in any manner, financially or otherwise, any person, corporation, or association of which any shares, bonds, notes, debentures or other securities or evidences of indebtedness are held directly or indirectly by this corporation; and for this purpose to guarantee the contracts, dividends, shares, bonds, debentures, notes and other obligations of such other persons, corporations or associations; and to do any other acts or things designed to protect, preserve, improve or enhance the value of such shares, bonds, notes, debentures or other securities or evidences of indebtedness.

(h) To borrow money; to issue bonds, notes, debentures or other obligations of this corporation from time to time for any of the objects or purposes of this corporation, and to secure the same by mortgage, pledge, deed of trust or otherwise, or to issue the same unsecured.

(i) To lend money; to purchase, acquire, own, hold, guarantee, sell, assign, transfer, mortgage, pledge or otherwise dispose of and deal in, shares, bonds, notes, debentures, or other securities or evidences of indebtedness of any other person, corporation or association, whether domestic or foreign, and whether now or hereafter organized or existing; and while the holder thereof to exercise all the rights, powers and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

(j) To carry on any business whatsoever which this corporation may deem proper or convenient in connection with any of the foregoing purposes or otherwise, or which may be calculated directly or indirectly to promote the interests of this corporation

or to enhance the value of its property or business; to conduct its business in this state, in other states, in the District of Columbia, in the territories and colonies of the United States, and in foreign countries; and to hold, purchase, mortgage and convey real and personal property, either in or out of the State of California, and to have and to exercise all the powers conferred by the laws of California upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

That the foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the accumulation thereof shall not be held to limit or restrict in any manner the general powers now or hereafter conferred on this corporation by the laws of the State of California.

FOURTH: That the County in the State of California where the principal office for the transaction of the business of this Corporation is to be located is the County of Los Angeles.

FIFTH: That the number of directors of this corporation shall be five until changed by amendment to the Articles of Incorporation, or by a By-Law duly adopted by the shareholders; but in no event shall the number of directors in this corporation be less than five; that the names and addresses of the persons who are hereby authorized to act as first directors and until their successors are elected are:

John W. Craig	811 West Seventh Street Los Angeles 17, California
O. W. March	811 West Seventh Street Los Angeles 17, California
S. N. Shumway	811 West Seventh Street Los Angeles 17, California
A. E. Stebbings	811 West Seventh Street Los Angeles 17, California
C. E. Zamloch	811 West Seventh Street Los Angeles 17, California

SIXTH: That the total number of shares that this corporation shall have authority to issue shall be one hundred fifty thousand (150,000) shares of the par value of Ten Dollars (\$10.00) each; that the aggregate par value of the shares that

this corporation shall have authority to issue shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00).

IN WITNESS WHEREOF, we have hereunto set our hands this 14 day of January, 1954.

John W. Craig
John W. Craig
O. W. March
O. W. March
S. N. Shumway
S. N. Shumway
A. E. Stebbings
A. E. Stebbings
C. E. Zamloch
C. E. Zamloch

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

ON THIS 14 day of January, 1954, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN W. CRAIG, O. W. MARCH, S. N. SHUMWAY, A. E. STEBBINGS and C. E. ZAMLOCH, known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lucille Miner
Notary Public in and for said
County and State.

TAB 4

Name changed to: REGAL PETROLEUM CO.

282148
FILED

In the office of the Secretary of State
of the State of California

MAR - 5 1954

CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION
OF
FOURTH SIGNAL COMPANY

FRANK W. JORDAN, Secretary of State
By Ray Johnson
Deputy

The undersigned, C. E. ZAMLOCH and A. E. STEBBINGS, do hereby certify that they are respectively and have been at all times herein mentioned the duly elected and acting Vice President and Secretary of Fourth Signal Company, a California corporation, and further that

(1) At a special meeting of the Board of Directors of said corporation duly held at its principal office for the transaction of business at 811 West Seventh Street, Los Angeles, California at four o'clock P.M. on the 23rd day of February, 1954, at which meeting there was at all times present and acting a quorum of the members of said board, the following resolutions were adopted:

WHEREAS, it is deemed by the Board of Directors of this corporation to be in its best interests and to the best interests of its shareholders that its Articles of Incorporation be amended to adopt a new name;

NOW, THEREFORE, BE IT RESOLVED: That Article First of the Articles of Incorporation of this corporation be amended to read as follows:

"FIRST: That the name of said corporation is
REGAL PETROLEUM CO." and

RESOLVED FURTHER that the Board of Directors of this corporation hereby adopt and approve said amendment of its Articles of Incorporation; and

RESOLVED FURTHER that the President or a Vice President and the Secretary or an Assistant Secretary of this corporation be and they are hereby authorized and directed to procure the adoption and approval of the foregoing amendment by the vote or written consent of shareholders of this corporation holding at least a majority of the voting power, and thereafter to sign and verify by their oaths and to file a certificate in the form and manner required by Section 3672 of the California Corporations Code, and in general to do any and all things necessary to effect

said amendment in accordance with said Section 3672.

(2) That attached hereto is the form of written consent of the shareholders approving said amendment; that shareholders holding 25,000 shares of stock of said corporation consented to said amendment; that the total number of shares entitled to vote on or consent to said amendment is 25,000.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 23rd day of February, 1954.

C. E. Zamloch
Vice President of Fourth Signal Company

A. E. Stebbings
Secretary of Fourth Signal Company

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

C. E. ZAMLOCH and A. E. STEBBINGS, being first duly sworn, each for himself deposes and says:

That C. E. Zamloch is, and was at all of the times mentioned in the foregoing Certificate of Amendment, the Vice President of Fourth Signal Company, the California corporation therein mentioned, and A. E. Stebbings is, and was at all of said times, the Secretary of said corporation; and each has read said Certificate and that the statements therein made are true of his own knowledge, and that the signatures purporting to be the signatures of said Vice President and Secretary thereto are the genuine signatures of said Vice President and Secretary, respectively.

C. E. Zamloch
A. E. Stebbings

Subscribed and sworn to before me this 4th day of March, 1954.

Manuel Pascual
Notary Public in and for said County and State.
My Commission Expires August 5, 1955

WRITTEN CONSENT OF SHAREHOLDERS TO
AMENDMENT OF ARTICLES OF
INCORPORATION OF
FOURTH SIGNAL COMPANY

WHEREAS, at a special meeting of the Board of Directors of FOURTH SIGNAL COMPANY, a California corporation, duly held at the principal office for the transaction of business of said corporation at 811 West Seventh Street, Los Angeles, California, on the 23rd day of February, 1954, at which meeting a quorum of the members of said Board was at all times present and acting, an amendment of the articles of incorporation of said corporation was adopted and approved by resolution of said Board amending Article First of said articles of incorporation to read as follows:

"FIRST: That the name of said corporation is
REGAL PETROLEUM CO."

NOW, THEREFORE, each of the undersigned shareholders of said corporation does hereby adopt, approve and consent to the foregoing amendment of said articles of incorporation, and does hereby consent that Article First of said articles of incorporation be amended to read as herein set forth.

IN WITNESS WHEREOF, each of the undersigned has hereunto signed his name and, following his name, the date of signing and the number of shares of said corporation held by him of record on said date entitled to vote upon amendments of said articles of incorporation of the character of the foregoing amendment.

<u>NAME</u>	<u>DATE</u>	<u>NO. OF SHARES</u>
SIGNAL OIL AND GAS COMPANY		
By <u>O. W. MARCH</u> Vice President		
By <u>H. F. CLARY</u> Asst. Secretary	Feb. 23, 1954	18,750
<u>JOHN W. CRAIG</u> John W. Craig	Feb. 23, 1954	6,250

TAB 5

FILED

In the office of the Secretary of State
of the State of California

DEC 29 1967

MARK W. JORDAN, Secretary of State

Alph [Signature]

A G R E E M E N T

M E R G I N G

Deputy *[Signature]*

SERVICE OIL CO.
REGAL PETROLEUM CORP. OF LAS VEGAS
REGAL STATIONS, INC.
REGAL PETROLEUM, CO.

I N T O

ADVANCED STATIONS, INC. *[Signature]*

* * * * *

AGREEMENT OF MERGER dated this 20th day of
December, 1967, by and between ADVANCED STATIONS, INC., a
corporation organized and existing under and by virtue of the
laws of California, and SERVICE OIL CO. (an Arizona corpora-
tion), REGAL PETROLEUM CORP. OF LAS VEGAS (a Nevada corpora-
tion), REGAL STATIONS, INC. (a California corporation) and
REGAL PETROLEUM, CO. (a California corporation).

WITNESSETH that:

WHEREAS the parties to this agreement, in consid-
eration of the mutual agreements of each corporation as set
forth hereinafter, deem it advisable and generally for the
welfare of said corporations, that ADVANCED STATIONS, INC.
merge into itself said SERVICE OIL CO., REGAL PETROLEUM CORP.
OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO.
and likewise, that SERVICE OIL CO., REGAL PETROLEUM CORP. OF
LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO.
should be merged into ADVANCED STATIONS, INC. under and pur-
suant to the terms and conditions hereinafter set forth;

NOW THEREFORE, the corporations, parties to this
agreement, by and between their respective boards of directors,
in consideration of the mutual covenants, agreements and pro-

visions hereinafter contained, have agreed and do hereby agree each with the other that ADVANCED STATIONS, INC. merge into itself SERVICE OIL CO., REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO., and that, accordingly, SERVICE OIL CO., REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO. be merged into ADVANCED STATIONS, INC., and do hereby agree upon and prescribe the terms and conditions of said merger, the mode of carrying them into effect and the manner and basis of converting the shares of the constituent corporations into the shares of the surviving corporation, as follows:

FIRST: ADVANCED STATIONS, INC. hereby merges into itself SERVICE OIL CO., REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO., and, likewise, SERVICE OIL CO. REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO. shall be and hereby is merged into ADVANCED STATIONS, INC., and the articles of incorporation of said ADVANCED STATIONS, INC. as amended herein shall be the articles of incorporation of the surviving corporation.

SECOND: The articles of incorporation of the surviving corporation are amended with respect to the following matters:

Article FIRST of the said articles is amended to read as follows:

"FIRST: The name of said corporation shall be REGAL STATIONS, INC.

THIRD: The terms and conditions of the merger are as follows:

Until altered, amended or repealed, as therein provided, the by-laws of ADVANCED STATIONS, INC., as in effect at the date when this agreement of merger shall be filed, shall be the by-laws of the surviving corporation.

The first board of directors of the surviving cor-

poration after the date when this agreement of merger shall be filed, shall be the directors of ADVANCED STATIONS, INC. in office at said date of filing, and their names and addresses are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
J. M. TAYLOR	1010 Wilshire Boulevard Los Angeles, California
E. P. LUDMAN	1010 Wilshire Boulevard Los Angeles, California
HAVELOCK FRASER	1010 Wilshire Boulevard Los Angeles, California
A. L. SHEPARD	1010 Wilshire Boulevard Los Angeles, California
ROBERT L. BECKSTROM	1010 Wilshire Boulevard Los Angeles, California

The first annual meeting of the shareholders of the surviving corporation held after the date when this agreement of merger shall have been filed shall be the annual meeting provided or to be provided by the by-laws thereof for the year 1968.

The officers of the surviving corporation shall be the officers of ADVANCED STATIONS, INC. and the names and places of residence of the officers of the surviving corporation, who shall hold such offices as are set before their names from and after the date when this agreement of merger shall be filed and until the first meeting of the board of directors to be held thereafter, are as follows:

<u>OFFICE</u>	<u>NAMES</u>	<u>ADDRESSES</u>
President	J. M. TAYLOR	1010 Wilshire Blvd. Los Angeles, Calif.
Vice-President & Treasurer Secretary	E. P. LUDMAN	1010 Wilshire Blvd. Los Angeles, Calif.
Assistant Secretary	HAVELOCK FRASER	1010 Wilshire Blvd. Los Angeles, Calif.
Assistant Treasurer & Assistant Secretary	A. L. SHEPARD	1010 Wilshire Blvd. Los Angeles, Calif.
Vice-President	C. P. WASSUNG	2820 Junipero Ave. Long Beach, Calif.
Vice-President	GEORGE ARMENTO	517 South 17th St. Phoenix, Arizona
Vice-President	AUBREY COLDIRON	2331 South 7th St. San Jose, Calif. 95112
Vice-President	RICHARD DYKE	420 S. E. 122nd Ave. Portland, Oregon
Vice-President	G. W. BRYAN	325 N. 16th Street Sacramento, Calif. 95814
Vice-President	KENNETH ROEPKE	329 Las Vegas Blvd. Las Vegas, Nevada

The first regular meeting of the board of directors of the surviving corporation to be held after the date when this agreement of merger shall have been filed, may be called or may convene in the manner provided in the by-laws of the surviving corporation and may be held at the time and place specified in the notice of the meeting.

The surviving corporation shall pay all expenses of carrying this agreement of merger into effect and of accomplishing the merger.

Upon the filing of this agreement of merger as required by the Corporations Code, the separate existence of SERVICE OIL CO., REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO. shall cease, and the constituent corporations shall be merged into ADVANCED STATIONS, INC., the surviving corporation, in accordance with the provisions of this agreement, which corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature and be subject to all the restrictions, disabilities and duties of each of the corporations, parties to this agreement, and all and singular the rights, privileges, powers and franchises of each of said corporations, and all property, real, personal and mixed, and all debts due to each of such corporations shall be vested in the surviving corporation; and all property, rights and privileges, powers and franchises and all and every other interest 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 estate, whether by deed or otherwise, vested in either of said corporations, parties hereto, shall not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property

of either of said corporations, parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of SERVICE OIL CO., REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO. shall thenceforth attach to the said surviving corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, and any judgment or proceeding pending by or against said SERVICE OIL CO., REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO. may be prosecuted to judgment, and shall bind the surviving corporation, or the said surviving corporation may be proceeded against or substituted in place of said SERVICE OIL CO., REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO.

If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of said SERVICE OIL CO., REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO. the proper officers and directors of said corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the surviving corporation, and otherwise to carry out the purposes of this agreement of merger.

FOURTH: The manner of converting the shares of the constituent corporations into shares of the surviving corporation shall be as follows:

The issued and outstanding shares of SERVICE OIL

CO., REGAL PETROLEUM CORP. OF LAS VEGAS, REGAL STATIONS, INC. and REGAL PETROLEUM, CO. shall not be converted or exchanged, but shall be surrendered and cancelled and no shares or other securities or obligations of the surviving corporation shall be issued in exchange therefor. The issued and outstanding shares of the surviving corporation shall not be changed.

IN WITNESS WHEREOF, this Agreement of Merger, having been approved by resolution of the board of directors of ADVANCED STATIONS, INC., the said ADVANCED STATIONS, INC. has caused this Agreement of Merger to be signed by its president (or vice president) and its secretary (or assistant secretary) under its corporate seal.



ADVANCED STATIONS, INC.

By J. M. Taylor
President (or Vice-President)

Howard A. Brown
Secretary (or Assistant Secretary)

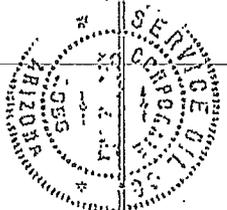
Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, on December 20th, 1967.

J. M. Taylor
President (or Vice-President)

Howard A. Brown
Secretary (or Assistant Secretary)

IN WITNESS WHEREOF, this Agreement of Merger, having been approved by resolution of the board of directors of SERVICE OIL CO., the said SERVICE OIL CO. has caused

this Agreement of Merger to be signed by its president and its secretary under its corporate seal.



SERVICE OIL CO.

By J. M. Taylor
President (or Vice President)

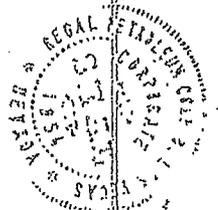
Harold J. Jones
Secretary (or Assistant Secretary)

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, on December 20th 1967.

J. M. Taylor
President (or Vice President)

Harold J. Jones
Secretary (or Assistant Secretary)

IN WITNESS WHEREOF, this Agreement of Merger, having been approved by resolution of the board of directors of REGAL PETROLEUM CORP. OF LAS VEGAS, the said REGAL PETROLEUM CORP. OF LAS VEGAS has caused this Agreement of Merger to be signed by its president and its secretary under its corporate seal.



REGAL PETROLEUM CORP. OF LAS VEGAS

By J. M. Taylor
President (or Vice President)

Harold J. Jones
Secretary (or Assistant Secretary)

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, on December 20th 1967.

J. M. Taylor
President (or Vice President)

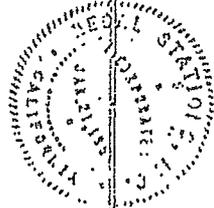
Harold J. Jones
Secretary (or Assistant Secretary)

IN WITNESS WHEREOF, this Agreement of Merger, having been approved by resolution of the board of directors of REGAL STATIONS, INC. the said REGAL STATIONS, INC. has caused this Agreement of Merger to be signed by its president and its secretary under its corporate seal.

REGAL STATIONS, INC.

By Jim Taylor
President (or Vice President)

Harold O. Adams
Secretary (or Assistant Secretary)



Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, on December 20th 1967.

Jim Taylor
President (or Vice President)

Harold O. Adams
Secretary (or Assistant Secretary)

IN WITNESS WHEREOF, this Agreement of Merger, having been approved by resolution of the board of directors of REGAL PETROLEUM, CO., the said REGAL PETROLEUM, CO. has caused this Agreement of Merger to be signed by its president and its secretary under its corporate seal.

REGAL PETROLEUM, CO.

By Jim Taylor
President (or Vice President)

Harold O. Adams
Secretary (or Assistant Secretary)



Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, on December 20th 1967.

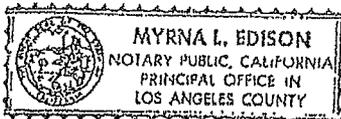

J. M. Taylor
President (or ~~Vice-President~~)

Harold Gray
Secretary (or Assistant Secretary)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss:

On this 20th day of December, 1967, before me, a Notary Public, personally appeared J. M. TAYLOR known to me to be the president of ADVANCED STATIONS, INC., and HAVELOCK FRASER known to me to be the secretary of ADVANCED STATIONS, INC., the corporation that executed the above instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

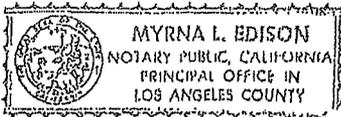


Myrna L. Edison
Notary Public

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss:

On this 20th day of December, 1967, before me a Notary Public, personally appeared J. M. TAYLOR known to me to be the president of SERVICE OIL CO., and HAVELOCK FRASER known to me to be the secretary of SERVICE OIL CO., the corporation that executed the above instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

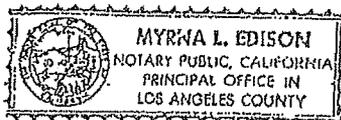


Myrna L. Edison
Notary Public

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss:

On this 20th day of December, 1967, before me, a Notary Public, personally appeared J. M. TAYLOR known to me to be the president of REGAL PETROLEUM CORP. OF LAS VEGAS and HAVELOCK FRASER known to me to be the secretary of REGAL PETROLEUM CORP. OF LAS VEGAS, the corporation that executed the above instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.



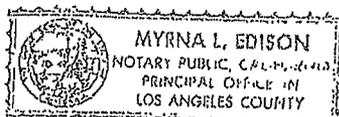
Myrna L. Edison
Notary Public

My Commission Expires January 4, 1970

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss:

On this 20th day of December, 1967 before me, a Notary Public, personally appeared J. M. TAYLOR known to me to be the president of REGAL STATIONS, INC., and HAVELOCK FRASER known to me to be the secretary of REGAL STATIONS, INC., the corporation that executed the above instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.



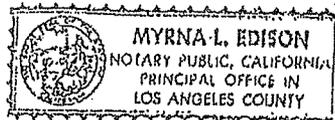
Myrna L. Edison
Notary Public

My Commission Expires January 4, 1970

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss:

On this 20th day of December, 1967 before me,
a Notary Public, personally appeared J. M. TAYLOR known to
me to be the president of REGAL PETROLEUM, CO., and HAVELOCK
FRASER known to me to be the secretary of REGAL PETROLEUM,
CO., the corporation that executed the above instrument and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and seal of office the day and year aforesaid.



Myrna L. Edison
NOTARY PUBLIC

My Commission Expires January 4, 1970

TAB 6

Name changed to AMINOIL STATIONS, INC.

169709

A254654

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
REGAL STATIONS, INC.

FILED
In the office of the Secretary of State
of the State of California

SEP 30 1982

JOHN FONG EL, Secretary of State

which upon the due filing
of this Certificate of
Amendment with the Secretary
of State of the State of
California, will be known as
AMINOIL STATIONS, INC.
a California corporation.

1. The undersigned, G. E. Trimble and N. D. Young, do hereby certify that they are the duly elected and acting Chairman of the Board of Directors and Chief Executive Officer and Secretary, respectively, of said corporation.

2. The Articles of Incorporation of said corporation shall be amended by revising Article First thereof to read as follows:

"First: The name of the Corporation is:

AMINOIL STATIONS, INC.

3. The foregoing amendment has been approved by the Board of Directors of said corporation.

4. The foregoing amendment was approved by the required vote of the shareholders of said corporation in accordance with Section 902 of the California General Corporation Law; the total number of outstanding shares of each class entitled to vote with respect to the foregoing amendment was 150 shares common shares; and the number of shares of each class voting in favor of the foregoing amendment equalled or exceeded the vote required, such required vote being a majority of the outstanding shares of Common Stock.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on July 23, 1982.

G. E. Trimble

G. E. Trimble
Chairman of the Board of Directors
and Chief Executive Officer of
Regal Stations, Inc.

N. D. Young

N. D. Young, Secretary of
Regal Stations, Inc.

STATE OF TEXAS

COUNTY OF Harris

ss

G. E. Trimble, being first duly sworn, for himself deposes and says that G. E. Trimble is the Chairman of the Board of Directors and Chief Executive Officer of the California corporation therein mentioned; the matters set forth therein are true of his own knowledge; and the signature purporting to be the signature of said G. E. Trimble thereto is his genuine signature.

G. E. Trimble
G. E. Trimble

Subscribed and sworn to before me on July 23, 1982

MARILYN T. MIGL
Notary Public, State of Texas
My Commission Expires 3-17-84

Marilyn T. Migl
Notary Public in and for the
County of Harris
State of Texas

STATE OF CALIFORNIA)

ss

COUNTY OF ORANGE)

N. D. Young, being first duly sworn, for himself deposes and says that N. D. Young is the Secretary of the California corporation therein mentioned; the matters set forth therein are true of his own knowledge; and the signature purporting to be the signature of said N. D. Young thereto is his genuine signature.

N. D. Young
N. D. Young

Subscribed and sworn to before me on July 23, 1982

OFFICIAL SEAL
MURIEL K. DONALIES
Notary Public, State of California
ORANGE COUNTY
My Commission Expires March 14, 1984

Muriel K. Donalies
Notary Public in and for the
County of Orange, State of
California

TAB 7

D132048

169909 OUT

FILED
In the office of the Secretary of State
of the State of California
JAN 1 1983
MARGARET L. LU, Secretary of State
By Bill Howe
Deputy

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING

AMINOIL MARKETING, INC., PENINSULA MINING, INC.
AND AMINOIL STATIONS, INC.

INTO
AMINOIL HOLDINGS, INC.
* * * * *

AMINOIL HOLDINGS, INC., a corporation organized and existing
under the laws of the State of Nevada,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 30th
day of April, 1958, pursuant to the Law of the State of Nevada.

SECOND: That this corporation owns all of the outstanding
shares of the stock of Aminoil Marketing, Inc., a corporation
incorporated on the 20th day of December, 1974, pursuant to the
Law of the State of Delaware.

That this corporation owns all of the outstanding shares of
the stock of Peninsula Mining, Inc., a corporation incorporated
on the 25th day of May, 1961, pursuant to the Law of the State
of Delaware.

That this corporation owns all of the outstanding shares of
the stock of Aminoil Stations, Inc., a corporation incorporated
on the 18th day of January, 1937, pursuant to the Law of the
State of California.

THIRD: That this corporation, by the following resolutions
of its Board of Directors, duly adopted by the Unanimous Written
Consent of its members, filed with the Minutes of the Board on
the 22nd day of December, 1982, determined to and did merge into
itself Aminoil Marketing, Inc., Peninsula Mining, Inc. and

STATE OF TEXAS Y
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared PAUL W. CAIN, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Aminoil Holdings, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 22nd day of December, 1982.

Linda K. Potvinake

Notary Public in and
for Harris County, Texas

My Commission Expires:
10.25.86

TAB 8

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JAN - 1 1973

WAS RECORDED

[Signature]

No. 111111

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING

AMINOIL MARKETING, INC., PENINSULA MINING, INC.
AND AMINOIL STATIONS, INC.

INTO
AMINOIL HOLDINGS, INC.

AMINOIL HOLDINGS, INC., a corporation organized and existing under the laws of the State of Nevada,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 30th day of April, 1958, pursuant to the Law of the State of Nevada.

SECOND: That this corporation owns all of the outstanding shares of the stock of Aminoil Marketing, Inc., a corporation incorporated on the 20th day of December, 1974, pursuant to the Law of the State of Delaware.

That this corporation owns all of the outstanding shares of the stock of Peninsula Mining, Inc., a corporation incorporated on the 25th day of May, 1961, pursuant to the Law of the State of Delaware.

That this corporation owns all of the outstanding shares of the stock of Aminoil Stations, Inc., a corporation incorporated on the 18th day of January, 1937, pursuant to the Law of the State of California

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the Unanimous Written Consent of its members, filed with the Minutes of the Board on the 22nd day of December, 1982, determined to and did merge into itself Aminoil Marketing, Inc., Peninsula Mining, Inc. and

Aminoil Stations, Inc.:

RESOLVED, that Aminoil Holdings, Inc. merge, and it hereby does merge into itself Aminoil Marketing, Inc., Peninsula Mining, Inc. and Aminoil Stations, Inc., and assumes all of their obligations; and

FURTHER RESOLVED, that the merger shall become effective on January 1, 1983 at 12:00 a.m. Eastern Standard Time; and

FURTHER RESOLVED, that the proper officers of this Corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge Aminoil Marketing, Inc., Peninsula Mining, Inc. and Aminoil Stations, Inc. and assume their liabilities and obligations, and the date of adoption thereof, the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Nevada, which may be in anywise necessary or proper to effect said merger.

IN WITNESS WHEREOF, said Aminoil Holdings, Inc. has caused this Certificate to be signed and executed by its officers, thereunto duly authorized and its corporate seal to be hereunto affixed this 22nd day of December, 1982,

AMINOIL HOLDINGS, INC.

By Jill C. Hill
Vice President

ATTEST:

Ind. C. Brennan
Secretary

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Paul W. Carr, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Aminoil Holdings, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 22nd day of December, 1982.

Linda K. Potenske
Notary Public in and
for Harris County, Texas

My Commission Expires:

10-25-86

TAB 9

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JAN - 1 1983

WAS SWORN IN BY THE SECRETARY OF STATE

[Signature]

No. 154 58

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
AMINOIL HOLDINGS, INC. AND AMINOIL FUELS, INC.
INTO
AMINOIL, INCORPORATED
* * * * *

AMINOIL, INCORPORATED, a corporation organized and existing under the laws of Delaware.

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 6th day of January, 1960, pursuant to the Law of the State of Delaware, the provisions of which permit the merger of a subsidiary corporation of another state into a parent corporation organized and existing under the laws of said state.

SECOND: That this corporation owns all of the outstanding shares of the stock of Aminoil Holdings, Inc., a corporation incorporated on the 30th day of April, 1958, pursuant to the Law of the State of Nevada.

That this corporation owns all of the outstanding shares of the stock of Aminoil Fuels, Inc., a corporation incorporated on the 31st day of July, 1974, pursuant to the Law of the State of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the Board on the 22nd day of December, 1982, determined to and did merge into itself Aminoil Holdings, Inc. and Aminoil Fuels, Inc.:

RESOLVED, that Aminoil, Incorporated merge, and it hereby does merge into itself Aminoil Holdings, Inc. and Aminoil Fuels, Inc., and assumes all of their obligations; and

FURTHER RESOLVED, that the merger shall become effective on January 1, 1983 at 12:01 a.m. Eastern Standard Time; and

FURTHER RESOLVED, that the proper officers of this Corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge Aminoil Holdings, Inc. and Aminoil Fuels, Inc. and assume their liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Nevada, which may be in anywise necessary or proper to effect said merger.

FOURTH: The surviving corporation agrees that it may be served with process in the State of Nevada in any proceeding for enforcement of any obligation of Aminoil Holdings, Inc., as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 78.510 of the Nevada Revised Statutes and it does hereby irrevocably appoint the Secretary of State as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Nevada is Golden Center I, 2800 North Loop West, Houston, Texas 77092, until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process shall be made by personally delivering to and leaving with the Secretary of State duplicate copies of such process.

one of which copies the Secretary of State of Nevada shall forthwith send by registered mail to said Aminoil, Incorporated at the above address.

IN WITNESS WHEREOF, said Aminoil, Incorporated has caused this Certificate to be signed by its officers, thereunto duly authorized and its corporate seal to be hereunto affixed this 22nd day of December, 1982.

AMINOIL, INCORPORATED

By *Robert A. Guzman*
Vice President



ATTEST:

Stanley K. Peterson
Assistant Secretary

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared *Robert A. Guzman*, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Aminoil, Incorporated, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 22nd day of December, 1982.

Stanley K. Peterson
Notary Public in and
for Harris County, Texas

My Commission Expires:
10-28-86

TAB 10

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"AMINOIL FUELS, INC.", A DELAWARE CORPORATION,

"AMINOIL HOLDINGS, INC.", A NEVADA CORPORATION,

WITH AND INTO "AMINOIL MARKETING, INC." UNDER THE NAME OF "AMINOIL MARKETING, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1982, AT 2:01 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF JANUARY, A.D. 1983, AT 12:01 O'CLOCK A.M.



0546620 8100M

070356032

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5537731

DATE: 03-26-07

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
AMINOIL HOLDINGS, INC. AND AMINOIL FUELS, INC.
INTO
AMINOIL, INCORPORATED
* * * * *

2:01 PM
FILED

DEC 29 1982

Michael C. Keenan
SECRETARY OF STATE

AMINOIL, INCORPORATED, a corporation organized and existing under the Laws of Delaware,

DOES HEREBY CERTIFY:

FIRST That this corporation was incorporated on the 6th day of January, 1960, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of Aminoil Holdings, Inc., a corporation incorporated on the 30th day of April, 1958, pursuant to the General Corporation Law of the State of Nevada.

That this corporation owns all of the outstanding shares of the stock of Aminoil Fuels, Inc., a corporation incorporated on the 31st of July, 1974, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the Unanimous Written Consent of its members, filed with the minutes of the Board on the 22nd day of December, 1982, determined to and did merge into itself Aminoil Holdings, Inc. and Aminoil Fuels, Inc.:

RESOLVED, that Aminoil, Incorporated merge, and it hereby does merge into itself Aminoil Holdings, Inc. and Aminoil Fuels, Inc., and assumes all of their obligations; and

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FURTHER RESOLVED, that the merger shall become effective on January 1, 1983 at 12:01 a.m. Eastern Standard Time; and

FURTHER RESOLVED, that the proper officers of this Corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge Aminoil Holdings, Inc. and Aminoil Fuels, Inc. and assume their liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger; and

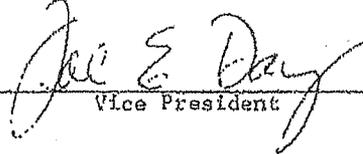
FURTHER RESOLVED, that upon the effective time and date of the Certificate of Ownership and Merger, that this Corporation change its corporate name by changing Article I of the Certificate of Incorporation of this corporation to read as follows:

The name of the corporation is Aminoil Marketing, Inc.

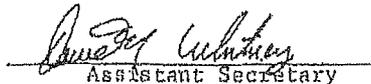
IN WITNESS WHEREOF, said Aminoil, Incorporated has caused this Certificate to be signed and executed by its officers, thereunto duly authorized and its corporate seal to be hereunto affixed this 22nd day of December, 1982.

AMINOIL, INCORPORATED

By


Vice President

ATTEST:


Assistant Secretary

00003

STATE OF TEXAS
COUNTY OF HARRIS

X
X
X

BEFORE ME, the undersigned authority, on this day personally appeared Joe E. Day, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Aminoll, Incorporated, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 22nd day of December, 1982.

Linda K. Potcinske
Notary Public in and
for Harris County, Texas

My Commission Expires:

10-25-86