

1 23. Answering paragraph 42, Sun admits that cross-
2 claimants request a judicial determination. Sun is without
3 knowledge or information sufficient to form a belief as to the
4 truth of the remaining allegations contained in paragraph 42 of
5 the second amended cross-claim and, therefore, denies said
6 allegations.

7 24. Answering paragraph 43, Sun is without knowledge or
8 information sufficient to form a belief as to the truth of the
9 allegations contained in paragraph 43 of the second amended
10 cross-claim and, therefore, denies said allegations.

11 **FOURTH CLAIM FOR RELIEF**
12 **(Contribution and/or Indemnity Under the HSAA)**
13 **(By BKHN Only)**

14 25. Answering paragraph 44, Sun incorporates its
15 admissions and denials pleaded in response to paragraphs 1
16 through 43, inclusive.

17 26. Answering paragraph 45, Sun is without knowledge or
18 information sufficient to form a belief as to the truth of the
19 allegations contained in paragraph 45 of the second amended
20 cross-claim and, therefore, denies said allegations.

21 27. Answering paragraphs 46, Sun denies the allegations
22 of paragraph 46 insofar as they pertain to it, but admits on
23 information and belief each and every allegation regarding
24 other cross-defendant.

25 28. Answering paragraphs 47 and 48, Sun is without
26 knowledge or information sufficient to form a belief as to the
27 truth of the allegations contained in paragraphs 47 and 48 of

28 ///

1 the second amended cross-claim and, therefore, denies said
2 allegations.

3 29. Answering paragraph 49, Sun denies that BKHN is
4 entitled to statutory contribution and/or indemnity from it.
5 Sun is without knowledge or information sufficient to form a
6 belief as to the truth of the allegations contained in
7 paragraph 49 and insofar as they pertain to any other party
8 and, therefore, denies said allegations.

9 **FIFTH CLAIM FOR RELIEF**
10 **(Contribution Under Carcla Section 113(f)(1),**
11 **42 U.S.C. Section 9613(f)(1))**

12 30. Answering paragraph 50, Sun incorporates its
13 admissions and denials pleaded in response to paragraphs 1
14 through 49, inclusive.

15 31. Answering paragraphs 51 and 52, Sun admits the
16 allegations contained therein.

17 32. Answering paragraph 53, Sun denies the allegations of
18 paragraph 53 insofar as they pertain to it, but admits on
19 information and belief each and every allegation regarding
20 other cross-defendants.

21 33. Answering paragraph 54, Sun is without knowledge or
22 information sufficient to form a belief as to the truth of the
23 allegations contained therein.

24 34. Answering paragraph 55, Sun denies that it is liable
25 to BKHN for any amount. Sun is without knowledge or
26 information sufficient to form a belief as to the truth of the
27 allegations contained in paragraph 55 insofar as they pertain
28 to any other party.

1 or omission of a third party or parties other than Sun, its
2 employees or agents, or one whose act or omission occurred in
3 connection with a contractual relationship existing directly or
4 indirectly with Sun.

5 FIFTH AFFIRMATIVE DEFENSE

6 All acts which this answering cross-defendant is alleged.
7 to have committed, and all acts by other persons for whom this
8 answering cross-defendant is alleged to be legally responsible,
9 occurred on or before January 1, 1954, were not in violation of
10 existing State or Federal law or regulations at the time they
11 occurred, and were lawful at the time they were committed.

12 SIXTH AFFIRMATIVE DEFENSE

13 The methods of operation at the property employed by this
14 answering cross-defendant, if any, or by any person or entity
15 for whom this answering cross-defendant is found to be legally
16 responsible, if any, were neither unnecessary nor injurious.

17 SEVENTH AFFIRMATIVE DEFENSE

18 The rights and duties of the parties are governed solely
19 by the provisions of the Carpenter-Presley-Tanner Hazardous
20 Substance Account Act, Cal. Health and Safety Code section
21 25300, et seq.

22 EIGHTH AFFIRMATIVE DEFENSE

23 The California State Hazardous Substance Account is
24 required, pursuant to Cal. Health and Safety Code section
25 25363(c), to pay all costs and expenditures are recoverable
26 under the Comprehensive Environmental Response, Compensation
27 and Liability Act, 42 U.S.C. section 9601, et seq., and the
28

1 Carpenter-Presley-Tanner Hazardous Substance Account Act, they
2 are not attributable to the actions of, and apportioned among
3 the parties, including this answering cross-defendant.

4 NINTH AFFIRMATIVE DEFENSE

5 The liability of this answering cross-defendant, if any,
6 and such liability is denied, is limited to those costs and
7 expenditures that are attributable to its actions, or to the
8 actions of any person or entity for whom it is legally
9 responsible.

10 TENTH AFFIRMATIVE DEFENSE

11 This action is not ripe for adjudication in that cross-
12 complaints have failed to exhaust their administrative
13 revenues.

14 ELEVENTH AFFIRMATIVE DEFENSE

15 Cross-claimants are barred, in whole or in part, by the
16 doctrine of laches.

17 TWELFTH AFFIRMATIVE DEFENSE

18 Cross-complainants are barred, in whole or in part, by the
19 doctrine of unclean hands.

20 THIRTEENTH AFFIRMATIVE DEFENSE

21 Cross-complainants are barred, in whole or in part, by the
22 doctrine of estoppel.

23 FOURTEENTH AFFIRMATIVE DEFENSE

24 Cross-complainants failed to join indispensable parties as
25 required by Federal Rules of Civil Procedure rule 19.

26 FIFTEENTH AFFIRMATIVE DEFENSE

27 Cross-complaints failed to mitigate, minimize, or avoid
28

1 the damages allegedly sustained, and any recovery against the
2 cross-defendant must be reduced accordingly.

3 SIXTEENTH AFFIRMATIVE DEFENSE

4 Recovery under claims for relief pursuant to the
5 Comprehensive Environmental Response, Compensation and
6 Liability Act, and to the Carpenter-Presley-Tanner Hazardous
7 Substance Account Act to constitute the retroactive application
8 of a statute in violation of this answering cross-defendant's
9 rights under the United States and California Constitutions to
10 due process of law.

11 IV. COUNTER AND CROSS-CLAIM
12 (Contribution Under 42 U.S.C. Section 9613(f)(1))

13 1. SUN realleges and incorporates herein by reference
14 each and every allegation to which it has admitted in its
15 responses to the second amended cross-claim of Myers
16 Industries, Inc., Buckhorn Inc., and BKHN Inc.

17 2. On information and belief, SUN alleges that the
18 property is a "facility" as defined in 42 U.S.C. section
19 9601(9).

20 3. On information and belief, SUN alleges that a release
21 and/or threatened release of hazardous substances, as defined
22 respectively in 42 U.S.C. sections 9601(22) and 9601(14), has
23 occurred at the property.

24 4. On information and belief, SUN alleges that the
25 County of Santa Clara is the current owner of the property and
26 is a "person" responsible for response costs under 42 U.S.C.
27 sections 9601(21) and 9607(a)(1).

28 ///

1 10. On information and belief, SUN alleges that a release
2 and/or threatened release of hazardous substances, as defined
3 respectively in 42 U.S.C. section 9601(22) and 9601(14) and the
4 Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal.
5 Health and Safety Code section 25300 et seq., has occurred at
6 the property.

7 11. On information and belief, SUN alleges that the
8 County is the current owner of the property and is a "person"
9 responsible for response costs under 42 U.S.C. section 9601(21)
10 and 9607(a)(1) and the Carpenter-Presley-Tanner Hazardous
11 Substance Account Act, Cal. Health and Safety Code Section
12 25300, et seq.

13 12. Pursuant to Cal. Government Code section 910, on or
14 about July 7, 1993, SUN filed a claim against the County of
15 Santa Clara for contribution under the Carpenter-Presley-Tanner
16 Hazardous Substance Account Act.

17 13. On information and belief, SUN alleges that cross-
18 claimants Myers Industries, Inc., Buckhorn Inc., BKHN Inc., and
19 cross-defendants CTIC and NEWSON are both "persons" who are
20 liable under 42 U.S.C. sections 9601(21) and 9607(a)(2), and/or
21 9670(a)(3) et seq., and the Carpenter-Presley-Tanner Hazardous
22 Substance Account Act, Cal. Health and Safety Code section
23 25300 et seq. because they: (1) Owned the property or portions
24 thereof at the time of disposal or release of hazardous
25 substances, including mercury, at the property; and/or (2)
26 operated the property or portions thereof, at the time of
27 disposal or release of hazardous substances, including mercury,
28

1 at the property; and/or (3) arranged for the disposal or
2 release of hazardous substances, including mercury, at the
3 property.

4 14. If SUN is found liable to cross-claimants, then
5 cross-claimants, the County of Santa Clara, and cross-
6 defendants are liable to SUN for contribution, pursuant to
7 section 25363(e) of the HSAA.

8 Wherefore this answering cross-defendant prays for
9 judgment as follows:

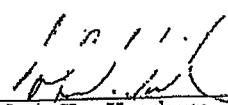
- 10 1. That cross-claimants take nothing by reason of the
11 second amended cross-claim on file herein;
- 12 2. For contribution from cross-claimants and cross-
13 defendants, and each of them, under section 113(f) of Cercla;
- 14 3. For contribution from cross-claimants and cross-
15 defendants, and each of them, under section 25363 of the HSAA;
- 16 4. For reasonable attorney's fees;
- 17 5. For costs of suit incurred herein; and
- 18 6. For such other and further relief as the court deems
19 proper.

20 III. JURY TRIAL

21 SUN hereby demands a trial by jury pursuant to Federal
22 Rules of Civil Procedure 38 for such claims as it is entitled.

23 DATED: July 6, 1993

LARSON & BURNHAM,

24
25 By: 

John J. Verber

26 Attorneys for Cross-defendant SUN
27 COMPANY, INC.
28

108141

Re: County of Santa Clara v. Myers Industries, et al
Court: United States District Court, Northern District
Action No.: C-91 20246 JW (PVT) C-91 20521 JW (PVT) Consolidated

DECLARATION OF SERVICE BY MAIL

[Code Civ. Proc. §§ 1013a(3), 2015.5]

I declare:

I am over age 18, not a party to this action, and am employed in Alameda County at 1901 Harrison Street, 11th Floor, Oakland, California 94612 (mailing address: Post Office Box 119, Oakland, California 94604).

On July 7, 1993, following ordinary business practices, I placed for collection and mailing at the office of LARSON & BURNHAM, located at 1901 Harrison Street, 11th Floor, Oakland, California 94612, a copy(ies) of the attached:

ANSWER TO SECOND AMENDED CROSS-CLAIM, COUNTER CLAIMS, AND CROSS-CLAIMS OF SUN COMPANY, INC.

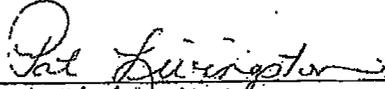
in a sealed envelope(s), with postage fully prepaid, addressed to:

(SEE LIST ATTACHED)

I am familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service and, in the ordinary course of business, the correspondence would be deposited with the United States Postal Service on the day on which it is collected at the business.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: July 7, 1993


Pat Livingston

PROOF OF SERVICE BY MAIL

SUN_MD0001933

Re: County of Santa Clara v. Myers Industries, et al
Court: United States District Court, Northern District
Action No.: C-91 20246 JW (PVT) C-91 20521 JW (PVT) Consolidated

DECLARATION OF SERVICE BY MAIL (CONTINUED)

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San Francisco, CA 94104

PROOF OF SERVICE BY MAIL

SUN_MD0001934

Re: County of Santa Clara v. Myers Industries, et al
Court: United States District Court, Northern District
Action No.: C-91 20246 JW (PVT) C-91 20521 JW (PVT) Consolidated

DECLARATION OF SERVICE BY MAIL (CONTINUED)

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Newson, Inc.:

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Secretary, Newson, Inc.
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New York, NY 10005

PROOF OF SERVICE BY MAIL

SUN_MD0001935

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6 Attorneys for Plaintiff and Counterdefendant
State of California Department of Toxic
7 Substances Control and Counterdefendants
Hazardous Substances Account and Hazardous
8 Substances Cleanup Fund

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12	STATE OF CALIFORNIA, on behalf of)	NO. C-95 02249 SC
13	the State of California Department)	No. C-95 02250 SC
14	of Toxic Substances Control)	(Consolidated)
15	Plaintiffs,)	CONSENT DECREE WITH BKHN,
16	v.)	INC., BUCKHORN, INC.,
17	BKHN, INC. and THE COUNTY OF SANTA)	MYERS INDUSTRIES, INC.,
18	CLARA,)	SUN COMPANY, INC. AND
19	Defendants.)	NEWSON, INC.
20	AND RELATED CLAIMS AND ACTIONS)	

21 1. INTRODUCTION

22 On August 11, 1992, the State of California on behalf
23 of the State Department of Toxic Substances Control
24 ("Department") filed a Complaint pursuant to 42 U.S.C. sections
25 9601 et seq. ("CERCLA") against BKHN, Inc. The Department and
26 defendants BKHN, Inc., Buckhorn, Inc., Myers Industries, Inc.
27 (hereinafter collectively "BKHN"), the Sun Company, Inc. ("Sun")

CONSENT DECREE
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1 and Newson, Inc. ("Newson")^{1/} now settle that action on the terms
2 set forth hereafter.

3 2. COMPLAINT

4 2.1 The Complaint in this case alleges that the
5 Department incurred costs in responding to the contamination on
6 the Alamaden Quicksilver County Park, located in Santa Clara
7 County (hereinafter "Site"). The Department alleges that those
8 costs, as of June 30, 1995 were approximately \$512,000.

9 2.2 The Complaint seeks recovery of the costs incurred
10 by the Department in removing, remediating and overseeing the
11 removal and remediation of the contamination at the Site.

12 3. JURISDICTION

13 The Department, BKHN, Sun and Newson agree that the
14 United States District Court for the Northern District of
15 California has subject matter jurisdiction over the matters
16 alleged in this action and personal jurisdiction over the parties
17 to this Consent Decree.

18 4. SETTLEMENT OF DISPUTED CLAIMS

19 4.1 The Consent Decree was negotiated and executed by
20 the Department, BKHN, Sun and Newson in good faith to avoid
21 prolonged and complicated litigation and to further the public
22 interest.

23 4.2 The Consent Decree represents a fair, reasonable
24 and equitable settlement of the matters addressed herein. For

25
26 1. Buckhorn Industries, Inc., Myers Industries, Inc., the
27 Sun Company and Newson, Inc. are defendants in the consolidated
action of *County of Santa Clara v. BKHN, Inc. et al.*, No. 95-
02249 SC.

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1 the purpose of the Consent Decree, except as provided in
2 paragraph 4.3 below, BKHN, Sun and Newson admit none of the
3 allegations of the Complaint. Except as provided in paragraph
4 4.3 below, nothing in the Consent Decree shall be construed as an
5 admission by BKHN, Sun or Newson of any violation of law or of
6 any issue of law or fact and nothing in the Consent Decree shall
7 prejudice, waive, or impair any right, remedy, or defense that
8 BKHN, Sun or Newson may have in any other or further legal
9 proceeding. Without limiting the foregoing, BKHN has asserted
10 and this Court has ruled that the Department has no right under
11 CERCLA to recover certain costs incurred in overseeing work
12 performed by a private party (hereinafter "Oversight Cost
13 Issue"). On this basis the Court entered an Order granting
14 partial summary judgment in favor of BKHN. Pursuant to the terms
15 of this Consent Decree and contingent upon BKHN's, Sun's and
16 Newson's compliance with the terms of this Consent Decree, the
17 Department waives its right to relitigate and/or appeal the
18 Oversight Cost Issue against BKHN, Sun or Newson with respect to
19 costs that are released by this Consent Decree. The Department
20 does not waive its right to relitigate and/or appeal the
21 Oversight Cost Issue against BKHN, Sun or Newson with respect to
22 costs that do not relate to the Site and/or costs that are not
23 covered and released by this Consent Decree, including costs that
24 the Department is entitled to pursue under paragraphs 7 and 8 of
25 this Consent Decree. Subject to the above, this Consent Decree
26 does not constitute evidence or admissions as to the Department's
27 right to recover oversight costs nor does it constitute

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1 collateral estoppel or res judicata as to the Department's right
2 to litigate the Oversight Cost Issue.

3 4.3 Notwithstanding the provisions of paragraph 4.2 above
4 or any other provision of this Consent Decree, the findings of
5 fact, conclusions of law, and order of the Court rendered in this
6 action on April 11, 1996, shall be binding on the parties hereto,
7 with full collateral estoppel or issue preclusion effect in any
8 subsequent claim or proceeding involving Newson and any other
9 party hereto.

10 5. DEFINITIONS

11 5.1 All terms that are used in this Consent Decree
12 that are defined in CERCLA, 42 U.S.C. section 9601, shall have
13 the same meaning as the definitions used in that section.

14 5.2 "Additional response costs" shall mean all response
15 costs not covered by the release in this Consent Decree.

16 6. SETTLEMENT

17 6.1 BKHN and Sun shall pay a total of \$163,400 to the
18 Department within 60 days of the date on which this Decree is
19 approved by the Court. The Department shall credit the money
20 first toward its nonoversight response costs incurred at the Site
21 and then toward any other costs incurred at the Site, as it deems
22 appropriate.

23 6.2 Newson shall pay a total of \$6,000 to the
24 Department within three days of receipt of notice of approval of
25 this Decree by the Court.

26 6.3 BKHN, Sun and Newson shall pay the amounts set
27 forth in paragraphs 6.1 and 6.2 above by check or money order

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1 made out to the Department of Toxic Substances Control and
2 identified with the docket number of this case and Project Code
3 200005. Payment shall be mailed to:

4 Department of Toxic Substances Control
5 Accounting/Cashier
6 400 P Street, 4th Floor
7 P.O. Box 806
8 Sacramento, CA 95812-0806

9 A copy of the check shall be mailed to:

10 Barbara Cook
11 Site Mitigation Branch
12 Department of Toxic Substances Control
13 Region 2
14 700 Heinz Ave., Suite 200
15 Berkeley, CA 94710

16 **7. DEPARTMENT'S RESERVATION OF RIGHTS**

17 Except as expressly provided in the Consent Decree,
18 nothing in the Consent Decree is intended nor shall it be
19 construed to preclude the Department from exercising its
20 authority under any law, statute or regulation. Furthermore,
21 nothing in the Consent Decree is intended, nor shall it be
22 construed, to preclude any federal or state agency, department,
23 board or entity from exercising its authority under any law,
24 statute or regulation. Notwithstanding any other provision in
25 the Settlement Agreement and Consent Decree, the Plaintiff
26 reserves the right to institute proceedings in this action or in
27 a new action seeking to compel BKHN, Sun or Newson to perform
response work at the Site or seeking reimbursement of additional
response costs at the Site or seeking to impose liability based
on any other claim arising out of the presence at the Site,
release at the Site or disposal at the Site of mercury or of

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1 hazardous substances or hazardous wastes containing mercury in
2 any form if:

3 (a) conditions previously unknown to the Department for
4 which BKHN, Sun or Newson is liable under any statute
5 or law are discovered at the Site after the entry of
6 the Consent Decree and these conditions indicate that
7 (1) a hazardous substance has been or is being released
8 at the Site or there is a threat of such release into
9 the environment and (2) the response performed at the
10 Site is not protective of human health and the
11 environment, with respect to such previously unknown
12 conditions;

13 (b) information is received after the entry of the
14 Consent Decree concerning matters for which BKHN, Sun
15 or Newson is liable, and this information indicates and
16 the Director determines that the response performed at
17 the Site is not protective of human health and the
18 environment.

19 **8. CONSENT DECREE WITH COUNTY OF SANTA CLARA**

20 BKHN and Newson have entered into a separate Settlement
21 Agreement and Decree with the County of Santa Clara ("County
22 Decree") (copy attached hereto). Pursuant to the terms of the
23 County Decree, BKHN has agreed to pay certain sums of money to
24 the County to be used for implementation of the Department's
25 Remedial Action Plan and for reimbursement of past response costs
26 and Newson has agreed to pay certain sums of money to BKHN. The
27 parties hereby agree that as regards BKHN and Sun, the release
set forth in paragraph 9 below shall not apply in the event that
BKHN fails to establish a line of credit as set forth in
paragraphs 5 and 6 of the County Decree or in the event of a
finding by this Court at any time thereafter that BKHN has failed
to comply with the terms of the County Decree and BKHN fails to
cure such breach within fifteen (15) days of a determination by
the Court; provided, however, that notwithstanding the foregoing,

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1 acceptance by the Department of the payments required by
2 paragraph 6 bars the Department from seeking to recover from BKHN
3 or Sun any costs incurred through the date on which BKHN failed
4 to comply with the terms of the County Decree, as determined by
5 the Court. Acceptance by the Department of the payments required
6 by paragraph 6 will not bar the Department from seeking to
7 recover from BKHN or Sun any costs incurred after the date on
8 which BKHN failed to comply with the terms of the County Decree,
9 as determined by the Court, and will not bar the Department from
10 seeking to require BKHN or Sun to complete any remediation on the
11 Site in the event that BKHN has been found by the Court to have
12 failed to comply with the County Decree. The parties hereto
13 further agree that as regards Newson, the release set forth in
14 paragraph 9 below shall not apply in the event Newson fails to
15 make the payment set forth in paragraph 4.b of the County Decree.

16 9. RELEASE

17 Except as provided in paragraph 7 above and subject to
18 the exception for noncompliance with the County Consent Decree
19 set forth in paragraph 8 above, this Consent Decree releases Sun,
20 Newson and BKHN, and each of them, upon full payment required by
21 paragraph 6, from (a) any and all liability based on the
22 Complaint filed in this action, (b) any and all liability, based
23 on the facts alleged in the Complaint filed in this action, for
24 costs incurred at the Site that are recoverable pursuant to
25 Division 20, Ch. 6.8, Article 6 of the California Health & Safety
26 Code, and (c) from all other claims, demands, liens, liabilities,
27 costs, losses, damages and expenses that relate to the Site

CONSENT DECREE

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1 itself, regardless of when they accrued or may accrue in the
2 future, or of when they were incurred or may be incurred in the
3 future, arising out of the presence at the Site, release at the
4 Site or disposal at the Site of mercury or of hazardous
5 substances or hazardous wastes containing mercury in any form.
6 Notwithstanding the above, the parties agree that nothing in this
7 Consent Judgment and/or release shall be construed to release
8 BKHN, Sun and/or Newson from any claims, demands, liens,
9 liabilities, costs, losses, damages and expenses, including, but
10 not limited to claims for damages to natural resources, that
11 arise out of conditions that are outside of the Site, even if the
12 claims result from the presence at the Site, release at the Site
13 or disposal at the Site of mercury or of hazardous substances or
14 hazardous wastes containing mercury in any form. Furthermore,
15 the parties agree that nothing in this Consent Judgment and/or
16 release shall affect the ability of any other federal or state
17 agency, department, board or entity from exercising its authority
18 under any law, statute or regulation, including, but not limited
19 to, bringing a claim against BKHN, Sun or Newson for damages to
20 natural resources.

21

22 10. DISMISSAL OF CLAIMS

23 BKHN's counterclaims against the Department and the
24 Hazardous Substances Account and Hazardous Substances Cleanup
25 Fund for any costs covered by this Consent Decree shall be and
26 are hereby dismissed with prejudice. Nothing in this paragraph
27 shall prevent BKHN from asserting any defense to liability or any

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1 counterclaim including, without limitation, defenses of
2 collateral estoppel and res judicata as to any costs that the
3 Department may seek pursuant to paragraph 7 or in any other
4 action. Nothing in this paragraph shall prevent the Department
5 from challenging all such asserted counterclaims and defenses.

6 **11. CONTRIBUTION PROTECTION**

7 This Settlement Agreement and Consent Decree
8 constitutes the resolution of BKHN's, Sun's and Newson's
9 liability to the Department in a judicially approved settlement
10 within the meaning of section 113(f)(2) of CERCLA, 42 U.S.C.
11 Section 9613(f)(2). The parties intend that this Consent Decree
12 provide protection to BKHN, Sun and Newson against all claims for
13 contribution to the fullest extent provided by law.
14 Notwithstanding the above, nothing in this Consent Decree shall
15 bar any claims by the County of Santa Clara against BKHN, Sun or
16 Newson, arising from the contamination of the Site.

17 **12. MODIFICATION OF CONSENT DECREE**

18 This Consent Decree may be modified upon written
19 approval of the parties hereto and the Court.

20 **13. APPLICATION OF CONSENT DECREE**

21 This Consent Decree shall apply to and be binding upon
22 the Department, BKHN, Sun, Newson, their directors, officers,
23 employees and agents and the successors or assigns of any of
24 them.

25 **14. AUTHORITY TO ENTER**

26 Each signatory to this Consent Decree certifies that he
27 or she is fully authorized by the party he or she represents to

CONSENT DECREE

NO. 95-02249 SC

1 enter into this agreement, to execute it on behalf of the party
2 represented and legally to bind that party.

3 15. INTEGRATION

4 This Consent Decree constitutes the entire agreement
5 between the parties and may not be amended or supplemented except
6 as provided for in the Consent Decree.

7 16. RETENTION OF JURISDICTION

8 The Court shall retain jurisdiction of this matter
9 until the requirements of this Consent Decree have been fully
10 satisfied.

11 17. ATTORNEYS FEES AND COSTS

12 Each party to this Consent Decree shall bear its own
13 costs and attorneys' fees incurred in connection with this
14 litigation.

15 18. EXECUTION OF DECREE

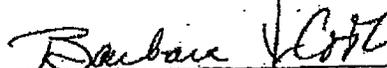
16 This Consent Decree may be executed in two or more
17 counterparts, each of which shall be deemed an original, but all
18 of which together shall constitute one and the same instrument.

19 19. APPROVALS OF PARTIES

20 Plaintiff, the California Department of Toxic
21 Substances Control consents to this Consent Decree by its duly
22 authorized representative as follows:

23 DATED:

November 13, 1996



24 BARBARA COOK
25 Branch Chief for Site
26 Mitigation, Region 2
27 Department of Toxic Substances
Control

CONSENT DECREE

NO. 95-02249 SC

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APPROVED AS TO FORM:

DATED: _____

DANIEL E. LUNGREN
Attorney General of the
State of California
THEODORA BERGER
Assistant Attorney General
SUSAN S. FIERING
Deputy Attorney General

By: _____
SUSAN S. FIERING
Attorneys for the Department
of Toxic Substances Control

Defendant, BKHN, Inc. consents to this Consent Decree
as follows:

BKHN, INC.

DATED: 14 Nov '96

By: [Signature]
Its: President

Defendant, Buckhorn, Inc. consents to this Consent
Decree as follows:

BUCKHORN, INC.

DATED: 14 Nov '96

By: [Signature]
Its: President

Defendant, Myers Industries, Inc. consents to this
Consent Decree as follows:

MYERS INDUSTRIES, INC.

DATED: 14 Nov '96

By: [Signature]
Its: President

CONSENT DECREE
NO. 95-02249 SC

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APPROVED AS TO FORM:

DATED: _____

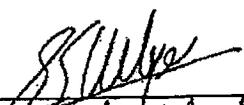
DANIEL E. LUNGREN
Attorney General of the
State of California
THEODORA BERGER
Assistant Attorney General
SUSAN S. FIERING
Deputy Attorney General

By: _____
SUSAN S. FIERING
Attorneys for the Department
of Toxic Substances Control

Defendant, BKHN, Inc. consents to this Consent Decree
as follows:

BKHN, INC.

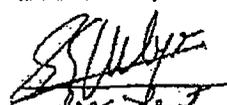
DATED: 14 Nov '96

By: 
Its: President

Defendant, Buckhorn, Inc. consents to this Consent
Decree as follows:

BUCKHORN, INC.

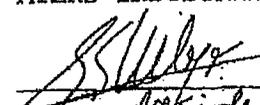
DATED: 14 Nov '96

By: 
Its: President

Defendant, Myers Industries, Inc. consents to this
Consent Decree as follows:

MYERS INDUSTRIES, INC.

DATED: 14 Nov '96

By: 
Its: President

CONSENT DECREE

NO. 95-02249 SC

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APPROVED AS TO FORM:

DATED: November 13, 1996

BEVERIDGE & DIAMOND
By: *David L. Cooke*
DAVID COOKE, ESQ.
Attorneys for BKHN, Inc.,
Blackhorn, Inc. and
Myers Industries, Inc.

Defendant, Sun Company, Inc. consents to this Consent

Decree as follows:

SUN COMPANY, INC.

DATED: _____

By: _____
Its: _____

APPROVED AS TO FORM:

LARSON AND BURNHAM

By: _____
JOHN VERBER, Esq.
Attorneys for Sun Company,
Inc.

Defendant, Newson, Inc. consents to this Consent Decree
as follows:

NEWSON, INC.

DATED: _____

By: _____
Its: _____

CONSENT DECREE
NO. 95-02249 SC

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APPROVED AS TO FORM:

BEVERIDGE & DIAMOND

DATED: _____ By: _____

DAVID COOKE, ESQ.
Attorneys for BKH, Inc.,
Buckhorn, Inc. and
Myers Industries, Inc.

Defendant, Sun Company, Inc. consents to this Consent

Decree as follows:

SUN COMPANY, INC.

DATED: _____ By: _____
Its: _____

APPROVED AS TO FORM:

LARSON AND BURNHAM

By: _____

JOHN VERBER, Esq.
Attorneys for Sun Company,
Inc.

Defendant, Newson, Inc. consents to this Consent Decree
as follows:

NEWSON, INC.

DATED: November 14, 1996 By: _____
Its: _____

CHAIRMAN & CEO

CONSENT DECREE

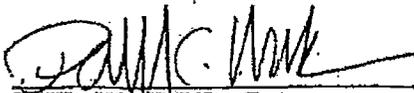
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APPROVED AS TO FORM:

WHITMAN BREED ABBOTT & MORGAN

By:



PAUL WORKMAN, Esq.
Attorneys for Newson, Inc.

IT IS SO ORDERED.

DATED: _____

HONORABLE SAMUEL CONTI
United States District Court
Judge

CONSENT DECREE

NO. 95-02249 SC

1 APPROVED AS TO FORM:

BEVERIDGE & DIAMOND

2
3 DATED: _____

By: _____
DAVID COOKE, ESQ.
Attorneys for BKHN, Inc.,
Buckhorn, Inc. and
Myers Industries, Inc.

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7 Defendant, Sun Company, Inc. consents to this Consent
8 Decree as follows:

9 SUN COMPANY, INC. *DAK*

10
11 DATED: 19 Nov 1996

By: _____
Its: _____
Manager, Env. Projects
Director, Remediation Svcs.

12
13
14 APPROVED AS TO FORM:

15 LARSON AND BURNHAM

16
17 By: _____
18 JOHN VERBER, Esq.
Attorneys for Sun Company,
Inc.

19 Defendant, Newson, Inc. consents to this Consent Decree
20 as follows:

21 NEWSON, INC.

22 DATED: _____

By: _____
Its: _____

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CONSENT DECREE

NO. 95-02249 SC

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APPROVED AS TO FORM:

BEVERIDGE & DIAMOND

DATED: _____

By: _____

DAVID COOKE, ESQ.
Attorneys for BKHN, Inc.,
Buckhorn, Inc. and
Myers Industries, Inc.

Defendant, Sun Company, Inc. consents to this Consent

Decree as follows:

SUN COMPANY, INC. *BDH*

DATED: 19 Nov 1996

By: *[Signature]*
Its: *Manager, Env. Projects*

Director, Remediation Svcs.

APPROVED AS TO FORM:

LARSON AND BURHAM

11/22/96

By: *[Signature]*

JOHN VERBER, Esq.
Attorneys for Sun Company,
Inc.

Defendant, Newson, Inc. consents to this Consent Decree
as follows:

NEWSON, INC.

DATED: 11/22/96

By: _____
Its: _____

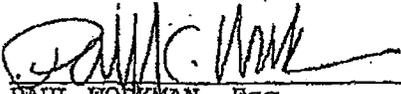
CONSENT DECREE

NO. 95-02249 SC

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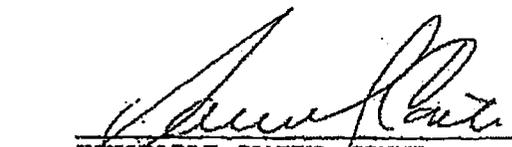
APPROVED AS TO FORM:

WHITMAN BREED ABBOTT & MORGAN

By: 
PAUL WORKMAN, Esq.
Attorneys for Newson, Inc.

IT IS SO ORDERED.

DATED: 11/25/96


HONORABLE SAMUEL CONTI
United States District Court
Judge

CONSENT DECREE

NO. 95-02249 SC



Linda S. Adams
Secretary for
Environmental
Protection

California Regional Water Quality Control Board Central Valley Region

Karl E. Longley, ScD, P.E., Chair

11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114
Phone (916) 464-3291 • FAX (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley>

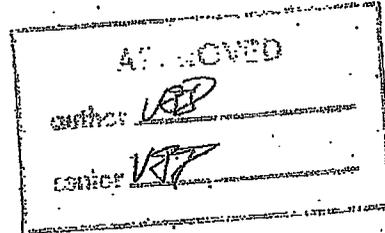


Arnold
Schwarzenegger
Governor

28 April 2009

Susan E. Taylor
Corporate Counsel
Rio Tinto Services, Inc.
4700 Daybreak Parkway
South Jordan, Utah 84095

FILE COPY



DRAFT CLEANUP AND ABATEMENT ORDER, CENTRAL HILL, EMPIRE, MANZANITA, AND WEST END MINES, COLUSA COUNTY

Thank you for your response letter received 6 April 2009 to the Draft Cleanup and Abatement Order (CAO). In the letter you stated, "... we believe Cordero Mining Co. (now Cordero Mining LLC) has been wrongly identified as a potentially responsible party for the mine properties at issue in your March 18, 2009 correspondence." At this time we disagree with this statement. Based on evidence presented to date, we believe that the Cordero Mining Company purchased by Kennecott Corporation in 1993 is one and the same company that was created in 1941 by Sun Oil Company.

As related to Cordero Mining Company, the following chronology has been established. Sun Oil Company was incorporated in New Jersey in 1901 as the Sun Company, succeeding The Sun Oil Company of Ohio, which was incorporated in 1888. In 1922, the Sun Company changed its name to the Sun Oil Company. Cordero Mining Company of Nevada was created by Sun Oil Company in 1941. In 1971, Sun Oil Company was incorporated in Pennsylvania, and became the successor to Sun Oil Company, incorporated in New Jersey 1901. Sun Oil Company became the non-operating parent company, owning shares of the New Jersey corporations' former subsidiaries and of two newly formed, wholly owned subsidiary corporations, Sun Oil Company of Pennsylvania and Sun Oil Company of Delaware. Sun Oil Company of Delaware was responsible for exploration and production of crude oil and natural gas in the United States. Under a subsequent structural reorganization in 1976, Sun Oil Company was renamed Sun Company, Inc.

Cordero Mining Company was created by Sun Oil Company in order to supply mercury for motor oil produced by Sunoco. With technological advancements, the demand for mercury decreased. Consequently, Cordero Mining Company pursued other economically viable commodities, such as coal and geothermal. According to public records, Cordero Mining Company pursued geothermal interests in the Sulphur Creek area of Colusa County, California from approximately the mid-1960s through the early 1970s. Cordero Mining Company, a subsidiary of Sun Company, Inc., began operated the Cordero Mine in Wyoming's Power River Basin in the 1970s. In 1993, Kennecott Corporation, which is a wholly-owned subsidiary of Rio Tinto, Plc, purchased Cordero Mining Company from Sun Company, Inc. Although the focus of the Cordero Mining Company at the time of purchase

was coal as related to the Powder River Basin in Wyoming, the history of the Cordero Mining Company, once owned by Sun Company, Inc., was focused on geothermal and mercury.

Enclosed are some of the documents we have obtained through researching public records and other publicly available resources.

To support the position that Cordero Mining Company once owned by Sun Oil Corporation (or Sun Company, Inc.) and involved in activities in Colusa County, California, is different from the company purchased by Kennecott Corporation in 1993, we are requesting that you provide the following documentation:

All Articles or Certificates of Incorporation, Statement of Interests, Annual Reports, and Amendments, including but not limited to; mergers, acquisitions, reorganizations, dissolutions, agreements and plans, and foreign corporations for any active or inactive company associated with Cordero Mining Company. We understand that Cordero Mining Company was purchased by Kennecott Corporation in 1993. To substantiate your company's position on this matter, it is expected that Rio Tinto will need to provide historical documentation that extends back at least 10 years prior to the purchase. We also understand that this research may extend to several states, including, but not limited to, Wyoming, Nevada, California, Pennsylvania, Delaware and New Jersey. Please provide certified copies from either the Secretary of State or the Department of Corporation for each of these documents.

If your company has other relevant and substantiating documentation that resolves this issue, we request that you provide this information as well. Specifically, this documentation should provide relevant evidence that the Cordero Mining Company once owned by Sun Oil Corporation (or Sun Company, Inc.) and involved in activities in Colusa County, California, is different from the company purchased by Kennecott Corporation in 1993. We appreciate that this information be provided by 29 May 2009.

If you have any questions, do not hesitate to email me at vizzo@waterboards.ca.gov or call me at (916) 464-4626.

VICTOR J. IZZO
Senior Engineering Geologist
Title 27 Permitting and Mining Unit

Enclosure(s)

cc: Patrick Pulupa, Staff Counsel, Office of Chief Counsel, SWRCB, Sacramento



4700 Daybreak Parkway
South Jordan, UT 84095

Email: Susan.Taylor@riotinto.com

T 801-204-2804
F 801-204-2892

April 3, 2009

VIA Facsimile (916) 464-4645 and Certified Return Receipt Mail

Victor J. Izzo
Senior Engineering Geologist
California Regional Water Quality Control Board
11020 Sun Center Drive #200
Rancho Cordova, CA 95670-6114

**DRAFT CLEANUP AND ABATEMENT ORDER, CENTRAL, CHERRY HILL, EMPIRE, MANZANITA,
AND WEST END MINES, COLUSA COUNTY, CALIFORNIA**

Dear Mr. Izzo:

This letter is in response to your March 18, 2009 correspondence concerning the above-referenced matter. Please be advised that we believe you have sent this draft cleanup and abatement order to the wrong entity as it relates to the "Cordero Mining Company".

The Cordero Mining entity to which your March 18th letter is addressed is solely involved in mining the Cordero Mine, a large coal mine located in Wyoming. This Cordero Mining entity, called "Cordero Mining Co.", is a member of the Rio Tinto Energy America group ("RTEA"). Cordero Mining Co., a Delaware corporation, was merged with and into Cordero Mining LLC in December 2008. Neither RTEA nor Cordero Mining LLC has ever owned or operated the mining properties associated with your draft cleanup and abatement order.

We are aware that there is another similarly named entity called "Cordero Mining Company", which was formed as a Nevada corporation in 1941 for the purpose of supplying mercury for Sunoco motor oils. We believe this Cordero Mining Company has some connection to Sun Company. This is not the same entity as our Cordero Mining Co. now known as Cordero Mining LLC.

Thus, we believe Cordero Mining Co. (now Cordero Mining LLC) has been wrongly identified as a potentially responsible party for the mine properties at issue in your March 18, 2009 correspondence. If you have information that indicates otherwise, we would appreciate receiving it.

If you have any further questions, please do not hesitate to contact the undersigned or Kevin Baker, RTEA Corporate Counsel at 307.687.6008.

Very truly yours,

Susan E. Taylor
Corporate Counsel
Rio Tinto Services, Inc.

cc: Kevin Baker, RTEA Corporate Counsel

RECEIVED
SACRAMENTO
CVR/WCCB
09 APR - 6 PM 1:19

Adam Baas

From: Huggins, Jeff@Waterboards [Jeff.Huggins@waterboards.ca.gov]
Sent: Thursday, August 28, 2014 11:39 AM
To: Adam Baas
Cc: Walton, MaryAnn@Waterboards; Hartzell, Marty@Waterboards
Subject: FW: Edgcomb - 2470_82214 - Central Group Mines, Colusa County
Attachments: 1- PRA Request Edgcom - 2470_82214.pdf; 2- Suneco to RTZ info 2.pdf; 3- centralgrp_izzo28april09riotinto_rtc.pdf; 4- Rebuttal Discussion_092309.pdf

Mr. Baas,

Your Public Records Act request was forwarded to me as the Water Board staff person assigned to the Central Group Mines in Colusa County. I have reviewed the case files for the Central, Cherry Hill, Empire, Manzanita, and West End Mines and find no response from Rio Tinto or Ms. Susan Taylor to Mr. Izzo's 28 April 2009 letter, or any follow-up replies by Regional Board staff. However, I have attached documents from the case file which may be related to your request.

Please let me know if I can be of further assistance.

Regards,

Jeff S. Huggins
Water Resources Control Engineer
Title 27 Permitting and Mining Unit
Central Valley Water Board
11020 Sun Center Drive, #200
Rancho Cordova, CA 95670
Phone (916) 464-4639
Email jhuggins@waterboards.ca.gov

From: Hartzell, Marty@Waterboards
Sent: Thursday, August 28, 2014 10:49 AM
To: Huggins, Jeff@Waterboards
Subject: FW: Edgcomb - 2470_82214

abaas@edgcomb-law.com

From: Walton, MaryAnn@Waterboards
Sent: Monday, August 25, 2014 9:48 AM
To: Busby, Robert@Waterboards; Hartzell, Marty@Waterboards; Herbst, Charlene@Waterboards; Laputz, Adam@Waterboards; Lehmann, Benjamin@Waterboards
Subject: Edgcomb - 2470_82214

Public Record Acts must be responded to within 10 days.

Request Submitted 8/22/2014

Confirmation Due Date: 9/2/2014

Please do not alter the subject line when you respond to this email as I track all Public Record Requests by this number.

Please let me know who will take ownership.

Entity Details

File Number: 0808482 **Incorporation Date /** 01/02/1975
Formation Date: (mm/dd/yyyy)

Entity Name: SUNEDCO COAL CO.

Entity Kind: CORPORATION **Entity Type:** GENERAL

Residency: DOMESTIC **State:** DE

Status: MERGED **Status Date:** 12/31/1990

TAX INFORMATION

Last Annual Report Filed: 1989 **Tax Due:** \$ 0.00

Annual Tax Assessment: \$ 0.00 **Total Authorized Shares:** 1,000

REGISTERED AGENT INFORMATION

Name: THE CORPORATION TRUST COMPANY

Address: CORPORATION TRUST CENTER 1209 ORANGE ST

City: WILMINGTON **County:** NEW CASTLE

State: DE **Postal Code:** 19801

Phone: (302)658-7581

FILING HISTORY (Last 5 Filings)

Seq	Document Code	Description	No. of pages	Filing Date (mm/dd/yyyy)	Filing Time	Effective Date (mm/dd/yyyy)
1	0250N	Merger; Non-Survivor	2	12/31/1990	14:30	12/31/1990
2	0250S	Merger; Survivor	3	12/31/1987	10:00	12/31/1987
3	0240	Amendment; Domestic	1	01/01/1985	10:00	01/01/1985
	Former Name:	SUNOCO ENERGY DEVELOPMENT CO.				
4	0250S	Merger; Survivor	2	08/30/1984	10:00	08/30/1984
5	0134	Change of Agent Address	0	07/27/1984	16:30	07/27/1984

[Back to Entity Search](#)

To contact a Delaware Online Agent [click here](#).

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

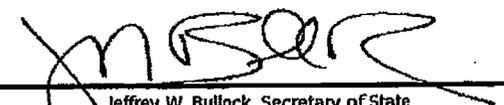
"CORDERO MINING CO.", A DELAWARE CORPORATION,
WITH AND INTO "SUNEDCO COAL CO." UNDER THE NAME OF "SUNEDCO COAL CO.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF DECEMBER, A.D. 1983, AT 10 O'CLOCK A.M.

0829619 8100M

141208865

You may verify this certificate online at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1728736

DATE: 09-25-14

DEC 30 1953

10 A.M.

William C. Rayburn
SECRETARY OF STATE

CERTIFICATE OF MERGER
OF
CORDERO MINING CO.
INTO
SUNEDCO COAL CO.

Pursuant to the provisions of Title 8, Section 251, General Corporation Laws of the State of Delaware, the undersigned corporation hereby executes the following Certificate of Merger.

Article One

The names of the merging corporations and the States under the laws of which such corporations are organized are as follows:

<u>Name of the Corporation</u>	<u>State of Incorporation</u>
Cordero Mining Co.	Delaware
Sunedco Coal Co.	Delaware

Article Two

An Agreement of Merger between Cordero Mining Co. and Sunedco Coal Co. has been approved, adopted, certified, executed and acknowledged by Cordero Mining Co. and by Sunedco Coal Co. in accordance with the General Corporation Laws of the State of Delaware.

Article Three

The name of the surviving corporation shall be Sunedco Coal Co.

Article Four

The Certificate of Incorporation of the surviving corporation shall be the Certificate of Incorporation of Sunedco Coal Co.

Article Five

The executed Agreement of Merger is on file at the principal place of business of Sunedco Coal Co., which is 7401 West Mansfield Avenue, Suite 418, Lakewood, Colorado 80235.

Article Six

A copy of the Agreement of Merger will be furnished by Sunedco Coal Co., upon request and without cost, to any stockholder of Cordero Mining Co. or Sunedco Coal Co.

6:0002

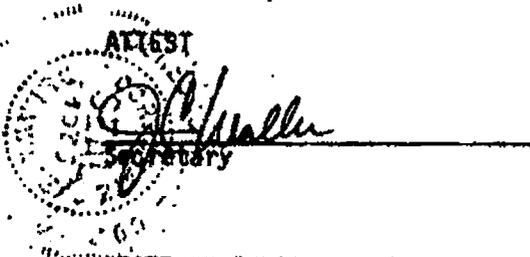
Article Seven

This Certificate of Merger shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate of Merger to be executed this 29th day of December, 1983.

ATTEST

SUNEDCO COAL CO.



H. A. Trucksess III
H. A. Trucksess, III, Vice President

STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 29th day of December, 1983, by H. A. Trucksess III, Vice President of Sunedco Coal Co., a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public for Dallas
County, Texas

My Commission Expires:
June 15, 1985

00003

Entity Details

File Number: 0829619 Incorporation Date / **10/01/1976**
Formation Date: (mm/dd/yyyy)

Entity Name: CORDERO MINING CO.

Entity Kind: CORPORATION Entity Type: GENERAL

Residency: DOMESTIC State: DE

Status: MERGED Status Date: 12/15/2008

TAX INFORMATION

Last Annual Report Filed: 2008 Tax Due: \$ 0.00

Annual Tax Assessment: \$ 0.00 Total Authorized Shares: 1,000

REGISTERED AGENT INFORMATION

Name: CORPORATION SERVICE COMPANY

Address: 2711 CENTERVILLE RD SUITE 400

City: WILMINGTON County: NEW CASTLE

State: DE Postal Code: 19808

Phone: (302)636-5401

FILING HISTORY (Last 5 Filings)

<u>Seq</u>	<u>Document Code</u>	<u>Description</u>	<u>No. of pages</u>	<u>Filing Date</u> (mm/dd/yyyy)	<u>Filing Time</u>	<u>Effective Date</u> (mm/dd/yyyy)
1	0250N	Merger; Non-Survivor	1	12/10/2008	11:19	12/15/2008
2	0133	Change of Agent	1	02/10/1998	09:00	02/10/1998
3	0250S	Merger; Survivor	2	12/31/1990	14:31	12/31/1990
4	0250S	Merger; Survivor	2	12/31/1990	14:30	12/31/1990
5	0240	Amendment; Domestic	1	01/01/1985	10:00	01/01/1985

Former Name: SUNEDCO COAL CO.

[Back to Entity Search](#)

To contact a Delaware Online Agent [click here](#).

Oil & Gas Journal

March 1, 1993

Companies

SECTION: GENERAL INTEREST; Industry Briefs; Pg. 40

LENGTH: 42 words

Sun Co. Inc. agreed to sell its **Cordero Mining Co.** unit to **Kennecott Corp.** for \$ 120.5 million. Cordero operates the open pit Cordero Mine in Wyoming's Powder River basin, the seventh largest coal mine in the U.S. The sale is to close in March.

SUBJECT: MINES & MINING (90%); SURFACE MINING (90%); COAL MINING (85%); RIVERS (83%);

TICKER: SUN (NYSE) (93%);

INDUSTRY: NAICS447110 GASOLINE STATIONS WITH CONVENIENCE STORES (93%); NAICS324110 PETROLEUM REFINERIES (93%); NAICS212112 BITUMINOUS COAL UNDERGROUND MINING (93%); NAICS212111 BITUMINOUS COAL & LIGNITE SURFACE MINING (93%);

COUNTRY: UNITED STATES (92%);

STATE: WYOMING, USA (92%);

COMPANY: SUNOCO INC (93%); KENNECOTT CORP (91%); CORDERO MINING CO (91%);

LANGUAGE: ENGLISH

Copyright 1993 PennWell Publishing Company

Search Terms [{"Cordero Mining" "Kennecott"}](54) [View search details](#)

Source  [Oil & Gas Journal]

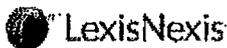
Show Full with Indexing

Sort Chronological

Date/Time April 23 2009 12:03:54

  17 of 54  

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AFX News

June 8, 1993, Tuesday

RTZ U.S. KENNECOTT UNIT COMPLETES PURCHASE OF CORDERO MINING

SECTION: Company News; Mergers and Acquisitions

LENGTH: 42 words

LONDON (AFX) - RTZ Corp PLC said its U.S. unit, Kennecott Corp, has completed the 120.5 mln dlr acquisition of Cordero Mining Co, which was originally announced on Feb 22.

SUBJECT: MINES & MINING (85%);

COUNTRY: ENGLAND (89%); EUROPE (59%); UNITED KINGDOM (59%);

CITY: LONDON, ENGLAND (89%);

COMPANY: RIO TINTO GROUP (93%); CORDERO MINING CO (93%); KENNECOTT CORP (91%); RIO TINTO GROUP (91%);

TICKER: RTZU.EU RTZ.(NYSE); RTZU.EU RTZ.(NYSE);

INDUSTRY: Metals and Mining

GEOGRAPHIC: United Kingdom

LOAD-DATE: June 8, 1993

LANGUAGE: ENGLISH

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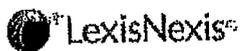
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Profile Company Record	Rio Tinto Limited	
Fact Sheet	120 Collins St., Level 33, Melbourne, 3000, Australia	Phone: +61-3-9283-3333 Fax: +61-3-9283-3707
Overview	http://www.riotinto.com	
History	History	
People	Rio Tinto Limited began life as the Zinc Corporation in 1905 to recover zinc from the tailings of the silver and lead mines around Australia's mineral-rich Broken Hill area. The company expanded steadily, extending its operations into a wide range of mining and metallurgical activities, primarily in Australia. By 1914 it had changed its name to Consolidated Zinc Corporation. The company discovered the world's largest deposit of bauxite (1955) and formed Hamersley Holdings with Kaiser Steel (1962) to mine iron ore.	
Products & Operations	Rio Tinto plc (UK) began with mining operations in Spain in 1873. It sold most of its Spanish holdings in 1954 and branched out to Australia, Africa, and Canada. In 1962 Rio Tinto and Australia's Consolidated Zinc merged to form RTZ. The companies merged their Australian interests as a partially owned subsidiary, CRA (from Conzinc Riotinto of Australia).	
Subsidiaries & Affiliates	In 1968 RTZ bought U.S. Borax, which was built on one of the earth's few massive boron deposits. (The use of boron in cleansers was widespread in the late 19th century.) A 1927 discovery in the Mojave Desert led to development of a large boron mine. Until its Turkish mine was nationalized, RTZ controlled the world's boron supply. It sold U.S. Borax's consumer products operations in 1988.	
Competitors	RTZ opened a large copper mine at Bougainville in Papua New Guinea in 1969. Subsidiary CRA discovered diamonds in Western Australia's Argyll region three years later. CRA then opened Australia's largest thermal-coal development at Blair Athol in 1984.	
Financials	RTZ bought Kennecott Corporation in 1989 and expanded its copper operations. Kennecott had been formed by Stephen Birch and named for Robert Kennicott (a typo altered the spelling of the company's name); it had begun mining at Bingham Canyon, Utah, in 1904. Kennicott had died in Alaska while trying to establish an intercontinental telegraph line. Backed by J.P. Morgan and the Guggenheims, Birch also built a railroad to haul the ore. Kennecott merged its railroad and mine operations in 1915. Kennecott consolidated its hold on Chile's Braden copper mine (1925) and on the Utah Copper Company (1936) and other US mines. When copper prices slumped, British Petroleum's Standard Oil of Ohio subsidiary bought Kennecott (1981). In 1989 RTZ purchased British Petroleum's US mineral operations, including Kennecott.	
Tools	By the 1990s RTZ and CRA (by then 49%-owned by RTZ) were increasingly competing for mining rights to recently opened areas of Asia and Latin America. RTZ sold the last of its nonmining holdings (building products group) in 1993. In 1995 RTZ brought CRA into its operations. Through Kennecott, RTZ purchased US coal mine operators Nerco, Cordero Mining Company, and Colowyo Coal Company. Also in 1995 the company acquired 13% of Freeport-McMoRan Copper & Gold (sold in 2004).	
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The RTZ and CRA company names were changed to Rio Tinto plc and Rio Tinto Limited, respectively, in 1997. Rio Tinto bought a Wyoming coal mine from Kerr-McGee for about \$400 million in 1998. The next year Rio Tinto bought 80% of Kestrel (coal, Australia), increased its ownership of Blair Athol from 57% to 71%, and increased its stake in Comalco (aluminum) to 72%.

In 2000 CEO Leon Davis retired; his position passed to energy group executive Leigh Clifford. In a move that sparked an outcry from union officials, Davis accepted a position as non-executive deputy chairman. Later that year Rio Tinto acquired both North Limited and Ashton Mining. The company also bought Comalco's outstanding shares and the Peabody Group's Australian subsidiaries.

Rio Tinto sold its Norzink Zinc Smelter to Outokumpu in 2001. It also increased its holdings in Queensland Alumina, Coal & Allied Industries, and Palabora Mining, and it began developing the Hall Creek Coal Project in Australia; which is based on one of the largest coking coal deposits in the world. In 2003 Rio Tinto sold its 25% stake in Minera Alumbrera (Argentina) and Peak Gold Mine (Australia) to Wheaton River Minerals for around \$210 million.

Rio Tinto had owned 14% of Lihir Gold but divested its stake in the company. Prior to that decision the company had controlled Lihir and its management. In late 2005, though, Rio Tinto relinquished its management rights and decided to sell its entire stake in Lihir.

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DISTRIBUTION AGREEMENT

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II CERTAIN DISTRIBUTION RELATED TRANSACTIONS

Section 2.01 Intercompany Accounts.

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

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

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

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

ARTICLE III SATISFACTION OF LIABILITIES

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

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

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

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

Section 3.04 Hold Harmless - Third Parties

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

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

ARTICLE IV
ANCILLARY AGREEMENTS

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

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

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

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

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

ARTICLE V
ACCESS TO INFORMATION

Section 5.01 Provision of Corporate Records.

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

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

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

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

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

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

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

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

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

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

Section 6.01 Certain Transfer and/or Indemnification Commitments.

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

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

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

ARTICLE VII
COVENANTS

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

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

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

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

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

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

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

Section 7.05. Preparation of Financial and Operating Information.

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

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

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

ARTICLE VIII
TRANSFERS OF PROPERTY

Section 8.01 Airplane.

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

Aircraft:

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

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

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

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

ARTICLE IX
MISCELLANEOUS

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

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

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

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

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

To Sun:

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

To SEPC:

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

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

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

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

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

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

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

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

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

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

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

Witness:

Witness:

E. C. Gerner

E. C. Gerner
Assistant Corporate Secretary

SUN EXPLORATION AND
PRODUCTION COMPANY

By: [Signature]

Its: Vice President, Finance

SUN COMPANY, INC.

By: [Signature]

Its: John P. Neafsey
Executive Vice President

SEPC BUSINESSES

APPENDIX A

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

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

SUN_MD0001601

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

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

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

HLC270A/EDD

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

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

SUN COMPANY, INC. BUSINESSES

COMPANY NAME:

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

COMPANY NAME:

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

Iranian Sun Oil Company

Kelly Company

Libyan Sun Oil Company

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

COMPANY NAME:

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

Mascot Petroleum Company, Inc.

Matsonford Finance Company, Inc.

Middle East Sun Oil Company

Mohawk Valley Oil, Inc.

Montour Auto Service Co.

North Sea Sun Oil Company, Ltd.

Petrosun Limited

Premier Petroleum Company (Name Saver Company)

Prestige Lubricants, Inc.

Radnor Corporation

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

COMPANY NAME:

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

COMPANY NAME:

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

COMPANY NAME:

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

COMPANY NAME:

Sol De Colombia Oil Company

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

Sun Alternate Energy Corporation

Sun Angola Oil Company

Sun Atlantic Refining and Marketing Company

Sun Australian Oil Company, Inc.

Sun Brunei Oil Company

Sun Canada, Inc.

Sun Capital Corporation

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

COMPANY NAME:

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

Sun Colombia Oil Company

Sun Company, Inc. (Name Saver Company)

Sun Eastern Exploration Company

Sun Egypt Oil Company

Sun Europe Oil Company
--Sun France Oil Company SNC

Sun Exchange, Inc.

Sun Executive Services Company

Sun Far East Oil Company

Sun French Oil Company

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

Sun Indonesia Oil Company

Sun International Finance Corporation

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

Sun Investment Company

Sun Irish Oil Company

Sun Italy Oil Company

Sun Malaysia Petroleum Company

Sun Noordzee Oil Company

COMPANY NAME:

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

COMPANY NAME:

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

Sun Services Corporation

Sun Shale Oil Company

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

Sun Sudan Oil Company, Inc.

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

Sun Tech, Inc. (Name Saver Company)

Sun Thailand Oil Company

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

Sun Vietnam Oil Company

Sun Worldwide Services, Inc.

Sun-Del Services, Inc.

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

COMPANY NAME:

Suncrest Industries, Inc.

Sunmark Industries, Inc. (Name Saver Company)

Sunmark North Sea Oil Company Ltd. (Name Saver Company)

Sunoco Energy Development Co.

Sunoco Limited

Sunoco Overseas, Inc.
--Lugrasa, S.A.

Sunoco Science and Technological Services, Inc.
(Name Saver Company)

Sunray DX Oil Company (Name Saver Company)

Sunray Iranian Oil Company, Inc.

Sunray Nigeria, Inc.
--Sunray Nigeria Oil Company Unlimited

Sunray Venezuela Oil Company, Inc.

Suntide Refining Company

The Claymont Investment Company
--Parachem, Inc.
--Riverway, Inc.
--Sunoco Credit Corporation

The Sun Securities Corporation

Triad Carriers, Inc.
--BBQ, Inc.
--Carrier Systems, Inc.
--Carrier Systems Motor Freight, Inc.
--SCI Investments, Inc.

Venezuelan Sun Oil Company

Vivrelle, Inc.

9/27/88

SUN COMPANY, INC. - DEFUNCT COMPANIES
Subsidiaries, Affiliates, Investments, Partnerships

COMPANY NAME

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

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COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

COMPANY NAME

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

JAF:sly

APPENDIX C-1

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

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

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

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

APPENDIX C-2

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

LAW OFFICES
BEVERIDGE & DIAMOND
A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

SUITE 3400
ONE SANSOME STREET
SAN FRANCISCO, CA 94104-4438

(415) 397-0100

TELECOPIER (415) 397-4238

BEVERIDGE & DIAMOND, P.C.
SUITE 700
1350 I STREET, N.W.
WASHINGTON, D.C. 20005-3311
(202) 789-6000

40TH FLOOR
437 MADISON AVENUE
NEW YORK, N.Y. 10022-7380
(212) 702-5400

PETER R. KRAKAUR

May 6, 1993 **LAW DEPARTMENT**

DJA J.L. FOLTZ
WJD
CLG **MAY 17 1993**
JCW
FYI
CIRC.

BEVERIDGE & DIAMOND
ONE BRIDGE PLAZA
FORT LEE, N.J. 07024-7502
(201) 588-8182

Mr. Robert Campbell
President
Sun Company, Inc.
1635 Market Street
Philadelphia, Pennsylvania 19103

Re: County of Santa Clara v. Myers-Industries, Inc., et al.,
No. C-92 20246 JW (PVT);

State of California v. BKHN Inc. and the County of Santa
Clara, No. C-92 20251 JW (PVT) (Consolidated)

Dear Mr. Campbell:

On April 16, 1993, we sent you a courtesy copy of a package of materials relating to the above-captioned cases, including cross-claims filed on April 16, 1993, against Sun Company, Inc. ("Sun") and other entities. In our letter, we noted that we would serve Sun Company, Inc.'s ("Sun") registered agent, C.T. Corporation, with a copy of those cross-claims.

C.T. Corporation refused to accept service of those cross-claims on behalf of Sun. Please be advised that yesterday, May 5, 1993, we filed amended cross-claims against certain parties, and that after further review, we have decided not to name Sun as a cross-defendant in either case at this time.

Our decision not to name Sun in our amended cross-claims is based on our current understanding that Oryx Energy Company, not Sun, is the immediate successor-in-interest to "Sun Oil Company (Delaware)," and appears to be otherwise responsible for the liabilities of "Sun Oil Company (Delaware)." Sun Oil Company (Delaware), in turn, is alleged to be responsible for the acts, omissions, and liabilities of Cordero Mining Company at the Almaden Quicksilver County Park.

Please note that we reserve the right to join Sun as a cross-defendant in the actions if subsequently discovered information indicates that Sun is responsible for the liabilities of "Sun Oil Company (Delaware)" or Cordero Mining Company.

MAY 1 1993

SUN_MD0001800

BEVERIDGE & DIAMOND

Mr. Robert Campbell, President
Sun Company, Inc.

May 6, 1993

Page - 2 -

If you have any questions concerning this matter, please do not hesitate to call me or David Cooke at (415) 397-0100 to discuss the matter further.

Very truly yours,



Peter R. Krakaur

PRK:phb

09962346\tr\2346pck.212

cc: David D. Cooke, Esq.

SUN_MD0001801

Law Department

93-126
Corresp.

Sun Company, Inc.
Ten Penn Center
301 Market Street
Philadelphia PA 19106-0001



June 3, 1993

Peter R. Krakaur, Esquire
Beveridge & Diamond
One Sansome Street, Suite 3400
San Francisco, CA 94105

Re: County of Santa Clara v. Myers Industries, Inc., et al.
USDC-ND Action No. C92 20246 JW (PVT); and

The State of California v. BKN, Inc. and The County of
Santa Clara, No. C-92 20251 JW (PVT) (consolidated)

Dear Mr. Krakaur:

This will confirm representations previously made to you by counsel to Sun Company, Inc. (Sun), John J. Verber, in the above-referenced matters. Please be advised that Sun (or certain of its subsidiaries) not Oryx Energy Company, is responsible for the liabilities, if any, of the Cordero Mining Company, a former Nevada corporation, at the Almaden Quicksilver County Park. Please note that this representation is for purposes of allocating liability, if any, as between Sun and Oryx, and does not constitute an admission of liability by Sun.

This will confirm that you intend to take appropriate steps to amend the cross-claims to name Sun as a cross-defendant and dismiss Oryx. Additionally, this will confirm that you will not take the default of Oryx, in the event you are unable to amend the pleadings prior to the date its response is due.

If you have any questions concerning this matter, please do not hesitate to contact me at (215) 977-3758 or John Verber at 510-835-6666 to discuss the matter further.

Very truly yours,

Robert W. Williams
Senior Counsel

RWW/mr
RWW0603.MXR

cc: W. J. Donohue
J. J. Verber

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[COUNSEL]
[ADDRESS]
[PHONE]

Attorneys for [PARTY]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

COUNTY OF SANTA CLARA,) No. C-92 20246 JW (PVT)
) C-92 20521 JW (PVT)
Plaintiff,) (Consolidated)

vs.

FIRST SET OF INTERROGATORIES
TO ALL PARTIES

MYERS INDUSTRIES, INC., et al.,)
)
Defendants.)

AND RELATED CLAIMS AND ACTIONS)

PROPOUNDING PARTIES: [IDENTIFY]

RESPONDING PARTY: [ALL OTHER PARTIES]

SET NO.: ONE

Pursuant to Rule 33 of the Federal Rules of Civil
Procedure and to an agreement by and between certain parties,
[NAME OF PARTY] hereby propounds the following interrogatories
upon _____. _____ shall serve its answers to these
Interrogatories under oath within forty-five (45) days of the
date of service hereof.

1 Water District; Counter-Claims, filed June 9, 1993, and any
2 other cross-claim or amended cross-claim filed by any party
3 after July 5, 1994, and before the date of Your response to
4 these interrogatories.

5 3. "Property": The term "Property" shall mean the real
6 property now known as the Almaden Quicksilver County Park,
7 formerly known as the New Almaden Mines, and more particularly
8 described in paragraph 4 of the Complaint filed by the County
9 of Santa Clara, or any portion thereof.

10 4. "Parcel": The term "Parcel" shall mean any specific
11 location on the Property, and shall be identified in accordance
12 with the definitions contained in the "Risk Assessment, Almaden
13 Quicksilver County Park, Final Report" (CDM 1992) ("Risk
14 Assessment"), as either the Mine Hill Area, the Enriquita Mine
15 Area, the Hacienda Furnace Yard, the San Mateo Mine Retort, the
16 Senator Mine Area, or the North America Tunnel Area. If the
17 "Parcel" cannot be identified in accordance with definitions
18 contained in the Risk Assessment, then it shall be identified
19 by its Assessor's Parcel number. If the Parcel cannot be
20 identified according to the Risk Assessment or Assessor's
21 Parcel number, then it shall be identified by an alternative
22 reference sufficiently specific so that the location described
23 is readily ascertainable by reference to an available
24 assessor's map or geologic survey map.

25 5. "Mercury": The term "Mercury" shall mean and include
26 mercury sulfide (HgS), elemental mercury (Hg), methyl mercury
27 (CH₃Hg⁺), dimethyl mercury ((CH₃)₂Hg), any other organic or
28

1 inorganic mercury-containing compounds or substances, and shall
2 also include the common terms "cinnabar" and "quicksilver."

3 6. "Hazardous Substance": The term "Hazardous
4 Substance" shall have the meaning given to that term in section
5 101(14) of CERCLA, 42 U.S.C. Section 9601(14).

6 7. "Material": The term "Material" shall mean and
7 include any quantity of surface and subsurface soils, ore,
8 rock, calcines, Mercury, and Hazardous Substances, originating
9 on or off of the Property, and including that Material
10 contained in any mining dump or other storage area.

11 8. "Mining Activity": The terms "Mining Activity" and
12 "Mining Activities" shall mean and include the exploration,
13 mining, extraction, removal, development, processing,
14 production, retorting, or Movement of any ore, mineral or
15 metal, including Mercury, and any and all activities incidental
16 thereto, including but not limited to, the discarding, dumping,
17 or disposal of a Material.

18 9. "Roads": The term "Roads" shall mean roads, trails,
19 highways, paths, lanes, or streets.

20 10. "Development Activity": The term "Development
21 Activity" shall mean the development, improvement, alteration,
22 construction, division, subdivision, or use of real property
23 (including land, bodies of water or watercourses), or any
24 combination of development, improvement, alteration,
25 construction, division, subdivision, or use activities thereon.
26 The term "Development Activity" includes, but is not limited
27 to, the development and use of commercial, industrial,
28 residential, recreational or park facilities, roads,

1 reservoirs, and the closing or alteration of mine entrances and
2 other sites of former Mining Activity, but it does not
3 otherwise include Mining Activities. The term "Development
4 Activity" further includes, but is not limited to, prospective
5 or planned Development Activity, such as plans to develop,
6 improve, alter, construct, divide, or subdivide real property
7 (including land, bodies of water or watercourses), or any
8 combination of planned development, improvement, alteration,
9 construction, division, or subdivision activities, which, for
10 whatever reason, did not actually occur.

11 11. "Move": The terms "Move," "Movement," and "Moved"
12 shall mean and include the movement, relocation,
13 transportation, dislocation, dumping, discarding, disposal, or
14 sale of any quantity of Mercury, Hazardous Substance or
15 Material.

16 12. "You": The terms "You" and "Your" shall mean the
17 party responding to these Interrogatories, its agents,
18 representatives, employees, attorneys, consultants,
19 contractors, predecessor(s)-in-interest, and any agents,
20 representatives, employees, attorneys, consultants, or
21 contractors of any such predecessor(s)-in-interest.

22 13. "Alleged Predecessor(s)-in-Interest": The term
23 "Alleged Predecessor(s)-in-Interest" shall mean the person(s),
24 entity or entities to whom/which a party is alleged in a
25 Complaint or Cross-Claim to be a legal successor or assignee,
26 for the purposes of any claim asserted in such pleading,
27 whether or not that party denies such succession, assignment or
28 alleged legal responsibility.

1 14. **"Identify Each Person"**: The phrase "Identify
2 Each Person" means to state the person's name, current address
3 and telephone number, business affiliation, and relationship to
4 You or Your Alleged Predecessor(s)-in-Interest at the time of
5 Your alleged Mining Activities or Development Activities.

6 15. **"Regulating Authority"**: The term "Regulating
7 Authority" shall mean any agency of the State of California or
8 of the United States, any officer or employee of such agencies,
9 and any predecessor and successor agency to such agencies,
10 which has had any communication with any party regarding the
11 Property or nearby waters, any Mining Activity, or any
12 Development. The term includes, but is not limited to, the
13 California Department of Health Services, the California
14 Department of Toxic Substance Control, the California Bureau of
15 Mines, the California Department of Parks and Recreation, the
16 San Francisco Regional Water Quality Control Board, the
17 California State Water Resources Control Board, the California
18 Department of Fish & Game, the California Department of
19 Transportation, the California Department of Forestry, the
20 United States Department of Interior, the United States
21 Geological Survey, the United States Environmental Protection
22 Agency, the United States Department of Agriculture, United
23 States Forest Service, and the Civilian Conservation Corps.

24 16. **"Identify Each Insurance Policy Or Agreement"**:
25 The phrase "Identify Each Insurance Policy or Agreement" shall
26 mean the identification of the following information with
27 respect to each such insurance policy or agreement:

28 a. The full legal name of the insuring entity;

- 1 b. The policy number;
2 c. The policy period at issuance;
3 d. The period which the policy was actually in
4 effect, if different from the policy period at
5 issuance; and
6 e. The per occurrence and/or per accident limits,
7 if any, applicable to claims for property
8 damage.

9 17. "Transaction": The term "Transaction" shall mean and
10 include the sale, lease, option to purchase or dedication of
11 the Property, or any Parcel, and the granting of any easement,
12 license, profit à prendre, or any other agreement which creates
13 terminates, modifies or otherwise affects an entity's ownership
14 or possessory interest in the Property or any Parcel thereof
15 (by, for example, permitting another person or entity to engage
16 in mining activities thereon).

17 18. "Any": The term "any" shall mean any and all.

18 19. "Each": The term "each" shall mean each and every.

19 20. "Or": The term "or" shall mean "and" as well as
20 "or." It is not intended to solely mean "either."

21 21. "Specifically Identify": The phrase "specifically
22 identify," when used with respect to documents and other
23 evidence, shall, for documents previously produced, constitute
24 a request for document production numbers. For documents and
25 other evidence which have not been produced, the phrase
26 "specifically identify" shall constitute a request for all of
27 the following information: the date, author or source,
28

1 recipient, location, and a specific description of each
2 document and other item of evidence.

3 22. These Interrogatories shall be deemed under Rule
4 26(e) of the Federal Rules of Civil Procedure to be continuing,
5 so as to require each party to supplement its answers if
6 further information relevant to a response to an interrogatory
7 is obtained. Each party shall supplement its responses to
8 these interrogatories as herein required sixty (60) days after
9 the response to the first set of interrogatories is due, and at
10 any future date(s) agreed upon thereafter, or as ordered by the
11 Court.

12 23. Pursuant to Rule 36 of the Federal Rules of Civil
13 Procedure, a denial should fairly meet the substance of the
14 requested admission, and when good faith requires that You
15 qualify an answer or deny only a part of the matter of which an
16 admissions is requested, You should specify so much of it as is
17 true and qualify or deny the remainder.

18 24. Pursuant to Rule 36 of the Federal Rules of Civil
19 Procedure, the answering person, official, agent or agents
20 should not give lack of information or knowledge as a reason
21 for failure to admit or deny unless he or she states that
22 reasonable inquiry has been made and that the information known
23 or readily obtainable is insufficient to enable him or her to
24 admit or deny.

25 25. Pursuant to Rule 36 of the Federal Rules of Civil
26 Procedure, if the answering person, official, agent or agents
27 considers that a matter of which an admission has been
28

1 requested presents a genuine issue for trial, he or she may
2 not, on that ground alone, object to the request.

3 26. Unless otherwise specified, the time period covered
4 by these Interrogatories is from the year 1840 to the date of
5 response.

6 **INTERROGATORIES**

7 The headings set forth below are for convenience only
8 and are not a part of any interrogatory.

9

10 **Your Alleged Predecessor(s)-in-Interest**

11

12 **Interrogatory No. 1:** For each person or entity who/which
13 is identified in a Complaint or a Cross-Claim as Your Alleged
14 Predecessor-in-Interest, state whether You deny that the person
15 or entity identified is Your Predecessor-in-Interest, and if
16 You so deny, state the facts upon which You base Your denial
17 and identify the specific documents and other evidence upon
18 which You base Your response.

19 **Interrogatory No. 2:** For each person or entity who/which
20 is identified in a Complaint or a Cross-Claim as Your Alleged
21 Predecessor-in-Interest, identify all documents constituting
22 any agreements for the purchase, sale, assignment, or gift of
23 assets or stock, or other documents reflecting asset or stock
24 ownership between You, or any entity or person affiliated with
25 You, and the Alleged Predecessor-in-Interest.

26

27

28

1 **You and Your Alleged Predecessor(s)-in-Interest's**
2 **Legal Relationship to the Property**

3 **Interrogatory No. 3:** State the dates between which
4 You or Your Alleged Predecessor(s)-in-Interest owned the
5 Property, and for each such period, identify the entity that
6 owned the Property, the specific Parcel(s) owned, and the
7 specific documents and other evidence upon which You base Your
8 response.

9 **Interrogatory No. 4:** State the dates during which You or
10 Your Alleged Predecessor(s)-in-Interest leased the Property,
11 and for each such period, identify the entity that leased the
12 Property, the specific Parcel(s) leased, and the specific
13 documents and other evidence upon which You base Your response.

14 **Interrogatory No. 5:** State the dates during which You or
15 Your Alleged Predecessor(s)-in-Interest held any other
16 possessory interest in the Property (including, but not limited
17 to, licenses, easements or profits à prendre), and for each
18 such period, identify the entity that held the possessory
19 interest, the type of possessory interest held, the specific
20 Parcel(s) held (or to which any right was conveyed) and the
21 specific documents and other evidence upon which You base Your
22 response.

23
24 **You and Your Alleged Predecessor(s)-in-Interest's**
25 **Mining Activity on the Property**

26
27 **Interrogatory No. 6:** State the dates during which You or
28 Your Alleged Predecessor(s)-in-Interest conducted any Mining

1 Activity at the Property, and for each such period, identify
2 the entity that conducted the Mining Activity, the specific
3 Parcel(s) at which Mining Activity was conducted, and the
4 specific documents and other evidence upon which You base Your
5 response.

6 Interrogatory No. 7: Describe in detail each Mining
7 Activity that You or Your Alleged Predecessor(s)-in-Interest
8 conducted at each Parcel, as identified in Your response to
9 Interrogatory No. 6, and identify the specific documents and
10 other evidence upon which You base Your response.

11 Interrogatory No. 8: Identify Each Person who has
12 knowledge of each Mining Activity that You describe in Your
13 response to Interrogatory No. 7.

14 Interrogatory No. 9: For each Mining Activity identified
15 in Your response to Interrogatory No. 7, describe in detail the
16 specific practices, methods and pieces of equipment that You or
17 Your Alleged Predecessor(s)-in-Interest used or employed, and
18 identify the specific documents and other evidence upon which
19 You base Your response.

20 Interrogatory No. 10: Identify Each Person who has
21 knowledge of each practice, method, or piece of equipment that
22 You identify in Your response to Interrogatory No. 9.

23 Interrogatory No. 11: For each Mining Activity identified
24 in Your response to Interrogatory No. 7, state the volume of
25 Mercury produced by You or Your Alleged Predecessor(s)-in-
26 Interest, and identify the specific documents and other
27 evidence upon which You base Your response.

28

1 Interrogatory No. 12: Identify Each Person who has
2 knowledge of the volume of Mercury that You identify in Your
3 response to Interrogatory No. 11.

4 Interrogatory No. 13: For each Mining Activity identified
5 in Your response to Interrogatory No. 7, state the volume of
6 Material mined, Moved or disturbed by You or Your Alleged
7 Predecessor(s)-in-Interest, and identify the specific documents
8 and other evidence upon which You base Your response.

9 Interrogatory No. 14: Identify Each Person who has
10 knowledge of the volume of Material mined, Moved, or disturbed
11 by You or Your Predecessor(s)-in-Interest in connection with
12 each Mining Activity.

13 Interrogatory No. 15: For each Mining Activity identified
14 in Your response to Interrogatory No. 7, identify specifically
15 the Parcel(s) or other location(s) off the Property at which
16 You or Your Alleged Predecessor(s)-in-Interest placed any
17 Material that was mined, Moved or disturbed, and identify the
18 specific documents and other evidence upon which You base Your
19 response.

20 Interrogatory No. 16: Identify Each Person who has
21 knowledge of the Parcel(s) or other location(s) off the
22 Property at which You or Your Alleged Predecessor(s)-in-
23 Interest placed any Material that was mined, Moved or disturbed
24 in connection with each Mining Activity.

25 Interrogatory No. 17: For each Mining Activity identified
26 in Your response to Interrogatory No. 7, state the Mercury
27 concentration of the Material that was mined, Moved or
28

1 disturbed, and identify the specific documents and other
2 evidence upon which You base Your response.

3 Interrogatory No. 18: Identify Each Person who has
4 knowledge of the Mercury concentration of the Material mined,
5 Moved, or disturbed by You or Your Predecessor(s)-in-Interest
6 in connection with each Mining Activity.

7
8 You or Your Alleged Predecessor(s)-in-Interest's
9 Development Activity on the Property

10 Interrogatory No. 19: State the dates during which You or
11 Your Alleged Predecessor(s)-in-Interest conducted any
12 Development Activity at the Property, and for each such period,
13 identify the entity that conducted the Development Activity,
14 the Parcel(s) at which Development Activity was conducted, and
15 the specific documents and other evidence upon which You base
16 Your response.

17 Interrogatory No. 20: Identify Each Person who has
18 knowledge of the dates during which You or Your Alleged
19 Predecessor(s)-in-Interest conducted any Development Activity
20 at the Property.

21 Interrogatory No. 21: For each period identified in Your
22 response to Interrogatory No. 19, Identify Each Person who has
23 knowledge concerning the entity that conducted the Development
24 Activity and the Parcel(s) at which Development Activity was
25 conducted.

26 Interrogatory No. 22: Describe in detail each Development
27 Activity that You or Your Alleged Predecessor(s)-in-Interest
28 conducted at each Parcel identified in Your response to

1 Interrogatory No. 19, and identify the specific documents and
2 other evidence upon which You base Your response.

3 Interrogatory No. 23: Identify Each Person who has
4 knowledge of any Development Activity that You describe in Your
5 response to Interrogatory No. 22.

6 Interrogatory No. 24: For each Development Activity
7 identified in Your response to Interrogatory No. 19, describe
8 in detail the specific practices, methods and pieces of
9 equipment that You or Your Alleged Predecessor(s)-in-Interest
10 used or employed, and identify the specific documents and other
11 evidence upon which You base Your response.

12 Interrogatory No. 25: Identify Each Person who has
13 knowledge of each practice, method, or piece of equipment that
14 You identify in Your response to Interrogatory No. 24.

15 Interrogatory No. 26: For each Development Activity
16 identified in Your response to Interrogatory No. 19, state the
17 volume of Material mined, Moved or disturbed by You or Your
18 Alleged Predecessor(s)-in-Interest in connection with the
19 Development Activity, and identify the specific documents and
20 other evidence upon which You base Your response.

21 Interrogatory No. 27: Identify Each Person who has
22 knowledge of the volume of Material mined, Moved or disturbed
23 by You or Your Alleged Predecessor(s)-in-Interest in connection
24 with each Development Activity identified in Your response to
25 Interrogatory No. 19.

26 Interrogatory No. 28: For each Development Activity
27 identified in Your response to Interrogatory No. 19, identify
28 the Parcel(s) or other location(s) off the Property at which

1 You or Your Alleged Predecessor(s)-in-Interest placed any
2 Material that was mined, Moved or disturbed, and identify the
3 specific documents and other evidence upon which You base Your
4 response.

5 Interrogatory No. 29: Identify Each Person who has
6 knowledge of the Parcel(s) or other location(s) off the
7 Property at which You or Your Alleged Predecessor(s)-in-
8 Interest placed any Material that was mined, Moved or disturbed
9 in connection with each Development Activity identified in Your
10 response to Interrogatory No. 19.

11 Interrogatory No. 30: For each Development Activity
12 identified in Your response to Interrogatory No. 19, state the
13 Mercury concentration of the Material mined, Moved or disturbed
14 by You or Your Alleged Predecessor(s)-in-Interest, and identify
15 the specific documents and other evidence upon which You base
16 Your response.

17 Interrogatory No. 31: Identify Each Person who has
18 knowledge concerning the Mercury concentration of the Material
19 mined, Moved or disturbed by You or Your Alleged
20 Predecessor(s)-in-Interest in connection with each Development
21 Activity identified in Your response to Interrogatory No. 19.

22 Mining Activity and Development Activity by
23 Persons or Entities Other Than You

24 Interrogatory No. 32: Identify Each Person or entity,
25 other than You or Your Alleged Predecessor(s)-in-Interest,
26 who/which conducted any Mining Activity on any Parcel(s) of the
27 Property at any time during which You or Your Alleged
28 Predecessor(s)-in-Interest owned, leased or held any other

1 possessory interest in that Parcel(s) or the Property, and
2 identify the specific documents and other evidence upon which
3 You base Your response.

4 Interrogatory No. 33: Identify Each Person or entity,
5 other than You or Your Alleged Predecessor(s)-in-Interest,
6 who/which conducted any Development Activity on the Property or
7 any Parcel(s) at any time during which You or Your Alleged
8 Predecessor(s)-in-Interest owned, leased or held any other
9 possessory interest in that Parcel(s) or the Property, and
10 identify the specific documents and other evidence upon which
11 You base Your response.

12 Interrogatory No. 34: For Each Person or entity
13 identified in Your response to Interrogatory No. 32, identify
14 the nature of the agreement(s) under which that person or
15 entity conducted each Mining Activity, the instrument(s)
16 setting forth the terms of each agreement, the effective dates
17 for each agreement, the specific Parcel(s) subject to the
18 agreement, and any other specific documents and other evidence
19 upon which You base Your response.

20 Interrogatory No. 35: For Each Person or entity
21 identified in Your response to Interrogatory No. 33, identify
22 the nature of the agreement(s) under which that person or
23 entity conducted each Development Activity, the instrument(s)
24 setting forth the terms of each agreement, the effective dates
25 for each agreement, the specific Parcel(s) subject to the
26 agreement, and any other specific documents and other evidence
27 upon which You base Your response.

28

1 Interrogatory No. 36: For Each Person or entity
2 identified in Your response to Interrogatory No. 32, identify
3 the dates during which that person or entity conducted any
4 Mining Activity on the Property, the specific Parcel(s) at
5 which any Mining Activity was conducted, and the specific
6 documents and other evidence upon which You base Your response.

7 Interrogatory No. 37: For Each Person or entity
8 identified in Your response to Interrogatory No. 33, identify
9 the dates during which that person or entity conducted any
10 Development Activity on the Property, the specific Parcel(s) at
11 which any Development Activity was conducted, and the specific
12 documents and other evidence upon which You base Your response.

13 Interrogatory No. 38: For Each Person or entity
14 identified in Your response to Interrogatory No. 32, describe
15 in detail the specific practices, methods and pieces of
16 equipment used or employed, and identify the specific documents
17 and other evidence upon which You base Your response.

18 Interrogatory No. 39: For Each Person or entity
19 identified in Your response to Interrogatory No. 33, describe
20 in detail the specific practices, methods and pieces of
21 equipment used or employed, and identify the specific documents
22 and other evidence upon which You base Your response.

23 Interrogatory No. 40: For Each Person or entity
24 identified in Your response to Interrogatory No. 32, state the
25 volume of Mercury produced and identify the specific documents
26 and other evidence upon which You base Your response.

27 Interrogatory No. 41: For Each Person or entity
28 identified in Your response to Interrogatory No. 33, state the

1 volume of Mercury produced and identify the specific documents
2 and other evidence upon which You base Your response.

3 Interrogatory No. 42: For Each Person or entity
4 identified in Your response to Interrogatory No. 32, state the
5 volume of Material mined, Moved or disturbed and identify the
6 specific documents and other evidence upon which You base Your
7 response.

8 Interrogatory No. 43: For Each Person or entity
9 identified in Your response to Interrogatory No. 33, state the
10 volume of Material mined, Moved or disturbed and identify the
11 specific documents and other evidence upon which You base Your
12 response.

13 Interrogatory No. 44: For Each Person or entity
14 identified in Your response to Interrogatory No. 32, identify
15 the Parcel(s) or other location(s) off the Property at which
16 any Material that was mined, Moved or disturbed was placed, and
17 identify the specific documents and other evidence upon which
18 You base Your response.

19 Interrogatory No. 45: For Each Person or entity
20 identified in Your response to Interrogatory No. 33, identify
21 the Parcel(s) or other location(s) off the Property at which
22 any Material that was mined, Moved or disturbed was placed, and
23 identify the specific documents and other evidence upon which
24 You base Your response.

25 Interrogatory No. 46: For Each Person or entity
26 identified in Your response to Interrogatory No. 32, state the
27 Mercury concentration of the Material mined, Moved or disturbed
28

1 and identify the specific documents and other evidence upon
2 which You base Your response.

3 Interrogatory No. 47: For Each Person or entity
4 identified in Your response to Interrogatory No. 33, state the
5 Mercury concentration of the Material mined, Moved or disturbed
6 and identify the specific documents and other evidence upon
7 which You base Your response.

8 Interrogatory No. 48: For each of Your responses to
9 Interrogatories Nos. 32 through and including 47, Identify Each
10 Person who has knowledge of the matters described therein.

11

12 Movement of Hazardous Substances By You or Your
13 Alleged Predecessor(s)-in-Interest

13

14

15 Interrogatory No. 49: State the dates during which You or
16 Your Alleged Predecessor(s)-in-Interest moved any Hazardous
17 Substance that originated at the Property, and for each such
18 period, identify the Parcel(s) or other location(s) off the
19 Property to which the Hazardous Substance(s) was Moved and the
20 specific documents and other evidence upon which You base Your
21 response.

21

22 Interrogatory No. 50: State the volume of Hazardous
23 Substances You or Your Alleged Predecessor(s)-in-Interest moved
24 to each Parcel(s) or other location(s) off the Property
25 identified in Your response to Interrogatory No. 49, and
26 identify the specific documents and other evidence upon which
27 You base Your response.

27

28 Interrogatory No. 51: State the Mercury concentration of
the Hazardous Substances moved by You or Your Alleged

1 Predecessor(s)-in-Interest at each Parcel(s) or other
2 location(s) off the Property identified in Your response to
3 Interrogatory No. 49, and identify the specific documents and
4 other evidence upon which You base Your response.

5 Interrogatory No. 52: For each of Your responses to
6 Interrogatories Nos. 49 through and including 51, Identify Each
7 Person who has knowledge of the matters described in each
8 response.

9

10 Profits and Losses

11

12 Interrogatory No. 53: State the amount of annual profits
13 and/or losses that You or Your Alleged Predecessor(s)-in-
14 Interest incurred from conducting Mining Activities or
15 Development Activity on the Property. Your answer should
16 specify the costs and revenue data used to calculate profits
17 and losses, whether the profit or loss relates to Development
18 Activity or Mining Activity, and identify the specific
19 documents and other evidence from which such expenses and
20 revenue data was derived.

21 Interrogatory No. 54: Identify Each Person who has
22 knowledge concerning the amount of annual profits and/or losses
23 that You or Your Alleged Predecessor(s)-in-Interest incurred
24 from conducting Mining Activities or Development Activities on
25 the Property.

26 / / /

27 / / /

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1 Sale of Mercury

2
3 Interrogatory No. 55: Identify any persons or entities
4 who/which purchased any Mercury sold by You or Your Alleged
5 Predecessor(s)-in-Interest and the specific documents and other
6 evidence upon which You base Your response.

7 Interrogatory No. 56: Identify Each Person who has
8 knowledge concerning persons or entities identified in Your
9 response to Interrogatory No. 55.

10
11 You or Your Alleged Predecessors-in-Interest's
12 Mining Activity or Development Activity
13 Adjacent to the Property

14 Interrogatory No. 57: State the dates during which You or
15 Your Alleged Predecessor(s)-in-Interest conducted any Mining
16 Activity or Development Activity on any land or bodies of water
17 adjacent to the Property and which involved the movement of
18 Material on to or from the Property, and for each such period,
19 identify the entity that conducted the Mining Activity or
20 Development Activity, the specific location at which each
21 Mining Activity or Development Activity was conducted, and the
22 specific documents and other evidence upon which You base Your
23 response.

24 Interrogatory No. 58: Identify Each Person who has
25 knowledge of the dates during which You or Your Alleged
26 Predecessor(s)-in-Interest conducted any Mining Activity or
27 Development Activity on any land or bodies of water adjacent to
28

1 the Property and which involved the movement of Material on to
2 or away from the Property.

3 Interrogatory No. 59: Identify Each Person who has
4 knowledge concerning the entity that conducted the Mining
5 Activity or Development Activity identified in Your response to
6 Interrogatory No. 57, and the specific location at which each
7 Mining Activity or Development Activity was conducted.

8 Interrogatory No. 60: Describe in detail each Mining
9 Activity or Development Activity that You or Your Alleged
10 Predecessor(s)-in-Interest conducted at each location
11 identified in Your response to Interrogatory No. 57, and
12 identify the specific documents and other evidence upon which
13 You base Your response.

14 Interrogatory No. 61: Identify Each Person who has
15 knowledge concerning each Mining Activity or Development
16 Activity identified in Your response to Interrogatory No. 60.

17 Interrogatory No. 62: For each Mining Activity or
18 Development Activity identified in Your response to
19 Interrogatory No. 60, identify and describe in detail the
20 specific practices, methods and pieces of equipment that You or
21 Your Alleged Predecessor(s)-in-Interest used or employed, and
22 identify the specific documents and other evidence upon which
23 You base Your response.

24 Interrogatory No. 63: Identify Each Person who has
25 knowledge concerning the specific practices, methods, and
26 pieces of equipment You or Your Alleged Predecessor(s)-in-
27 Interest used or employed with respect to each Mining Activity
28

1 or Development Activity identified in Your response to
2 Interrogatory No. 62.

3 Interrogatory No. 64: For each Mining Activity or
4 Development Activity identified in Your response to
5 Interrogatory No. 60, state the volume of Material mined, Moved
6 or disturbed by You or Your Alleged Predecessor(s)-in-Interest,
7 and identify the specific documents and other evidence upon
8 which You base Your response.

9 Interrogatory No. 65: Identify Each Person who has
10 knowledge concerning the volume of Material mined, Moved or
11 disturbed by You or Your Alleged Predecessor(s)-in-Interest
12 with respect to each Mining Activity or Development Activity
13 identified in Your response to Interrogatory No. 64.

14 Interrogatory No. 66: For each Mining Activity or
15 Development Activity identified in Your response to
16 Interrogatory No. 60, identify the Parcel(s) or other
17 location(s) off the Property at which You or Your Alleged
18 Predecessor(s)-in-Interest placed any Material that was mined,
19 Moved or disturbed in connection with the Activity identified
20 in your response to Interrogatory No. 60, and identify the
21 specific documents and other evidence upon which You base Your
22 response.

23 Interrogatory No. 67: Identify Each Person who has
24 knowledge concerning the Parcel(s) or other location(s) off the
25 Property at which You or Your Alleged Predecessor(s)-in-
26 Interest placed any Material that was mined, Moved or disturbed
27 in connection with the Activity identified in your response to
28 Interrogatory No. 60.

1 Interrogatory No. 68: For each Mining Activity or
2 Development Activity identified in Your response to
3 Interrogatory No. 60, state the Mercury concentration of the
4 Material mined, Moved or disturbed by You or Your Alleged
5 Predecessor(s)-in-Interest in connection with the Activity
6 identified in your response to Interrogatory No. 60, and
7 identify the specific documents and other evidence upon which
8 You base Your response.

9 Interrogatory No. 69: Identify Each Person who has
10 knowledge concerning the Mercury concentration of the Material
11 mined, Moved or disturbed by You or Your Alleged
12 Predecessor(s)-in-Interest in connection with the Activity
13 identified in your response to Interrogatory No. 60.

14
15 Communications and Transactions

16
17 Interrogatory No. 70: Identify and describe in detail
18 each communication between You or Your Alleged Predecessor(s)-
19 in-Interest and any Regulating Authority occurring prior to
20 October 23, 1987, which pertains to any Mining Activity or
21 Development Activity occurring on, or relating to, any
22 Parcel(s), and identify the specific documents and other
23 evidence upon which You base Your response.

24 Interrogatory No. 71: For each Transaction concerning any
25 Parcel(s) to which You or Your Alleged Predecessor(s)-in-
26 Interest was a party, identify the specific Parcel(s) affected,
27 the date(s) of the Transaction, the parties to the transaction,
28

1 the consideration provided, and the specific documents and
2 other evidence upon which You base Your response.

3 Interrogatory No. 72: Identify Each Person who has
4 knowledge concerning each Transaction identified in Your
5 response to Interrogatory No. 71.

6 Interrogatory No. 73: For each Transaction of which you
7 are aware concerning any Parcel(s), identify the specific
8 Parcel(s) affected, the date(s) of the Transaction, the other
9 party(ies) to the transaction, the consideration provided, and
10 the specific documents and other evidence upon which You base
11 Your response.

12 Interrogatory No. 74: Identify Each Person who has
13 knowledge concerning each Transaction You identify in Your
14 Response to Interrogatory No. 73.

15 Interrogatory No. 75: Identify Each Person who has
16 knowledge of any communication (including without limitation,
17 any negotiation, conversation, phone call, or meeting, formal
18 or informal) respecting any Transaction between You or Your
19 Alleged Predecessor(s)-in-Interest and a purchaser or seller of
20 the Property or any Parcel(s) thereof, or between any other
21 persons or entities engaged in a Transaction concerning the
22 Property or any Parcel(s) thereof.

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1 Insurance

2
3 Interrogatory No. 76: Identify Each Insurance Policy or
4 Agreement under which any insurance carrier or other party may
5 be liable to satisfy in whole or in part a judgment against You
6 or Your Predecessor(s)-in-Interest in this action or to
7 indemnify or reimburse You or Your Predecessor(s)-in-Interest
8 for payments made to satisfy the judgment, and the specific
9 documents and other evidence upon which You base Your response.

10 Interrogatory No. 77: Identify Each Insurance Policy or
11 Agreement under which any insurance carrier or other party may
12 be liable to reimburse You for expenditures made by You or Your
13 Predecessor(s)-in-Interest to investigate, monitor, clean-up,
14 contain, restore, remove or remediate a release, discharge,
15 spillage, leak, emission and/or disposal of any Hazardous
16 Substances to the soil, surface, or groundwater at the
17 Property.

18 Interrogatory No. 78: For Each Insurance Policy or
19 Agreement identified in Your response to Interrogatory Nos. 76
20 and 77, state whether the insurance carrier or entity
21 identified is disputing the policy or agreement's coverage of
22 the claim or claims made by You.

23 Interrogatory No. 79 Identify Each Person who provided
24 information contained in Your answers to these interrogatories,
25 and specify the interrogatory answers to which each such person
26 contributed information.

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DATED: July 7, 1994

[COUNSEL]

By _____

Attorneys for [PARTY]

N:\CLIN\09\96\2346\PLG\2346BPM.019

UNITED STATES
DEPARTMENT OF THE INTERIOR
SECRETARY OF THE INTERIOR, D. MCKAY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION III

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

MAR 13 1953

DMEA 2448, Mt. Diablo Quicksilver Mine

Contra Costa County, California

E. H. Pampeyan, Geologist
U. S. Geological Survey

February 27, 1953

Reviewed by
DMEA OPERATING COMMITTEE

2-20-53
(date)

Summary

A REEA application was filed in December, 1952 by Mr. Romie Smith requesting Government aid to explore the Mt. Diablo mercury mine in Contra Costa County, California. The field examination was made by S. H. Penoyan, J. F. Robertson, and D. B. Tatlock, of the U. S. Geological Survey.

The original application proposed two phases of underground exploration with a total project cost of \$75,000. On the advice of the Geological Survey, Mr. Smith filed an alternate proposal that changes the first phase to 330 feet of shaft sinking and 625 feet of drifting and crosscutting at a cost of \$73,000. Phase two, which would depend on the results of phase one, consists of an additional 130 feet of drifting at a cost of \$52,000, bringing the total cost to \$125,000.

At the present market price of mercury, the first phase of exploration might develop enough ore to permit the applicant to repay the Government's share of the exploration costs. Phase two, however, appears to offer much less hope for potential production. The application for exploration for phase one is recommended if the current need for mercury justifies Government participation.

Introduction

The Mt. Diablo quicksilver mine is located in the NE 1/4 of sec. 29, T. 1 N., R. 1 E., 10TH, on the northeast side of Mt. Diablo Contra Costa County, California. The property is owned by the Mt. Diablo Quicksilver Company, Ltd., of Clayton, California, and has been leased to Romie Smith. The mine is 16 miles by paved road from San Francisco and is easily accessible by automobile. It is reached by travelling 1 1/2 miles southeast from Clayton on the Marsh Creek road, then turning right on the Livermore road for 1/2 mile to Mine Way, which is the entrance to the property.

The Mt. Diablo mine area was visited by S. H. Penoyan, J. F. Robertson, and D. B. Tatlock, of the U. S. Geological Survey, for several days between December 1952 and February 1953. During this time, a topographic and geologic plan table map of the area under consideration was made.

The property was discovered between 1857 and 1875 and has been operated sporadically since that time. According to Mr. Vic Alexander, president of the Mt. Diablo Quicksilver Company, principal mercury production from the western end of the property was from 1875 to 1877. As much as 3,000 flasks of mercury is said to have been produced, but the amount probably was closer to 300 flasks judging by the extent of the underground workings. The greatest recorded production was between 1937 and 1947 when 10,454 flasks of mercury were produced from the Hill workings at the eastern end of the property. The most recent production was from November 1951 to January 1952 when 123 flasks were produced from the open

pit operations in the Mill area. This operation was halted by landslides into the pit that rendered surface work no longer feasible.

Workings

The workings in the Mill area amounted to some 3,400 feet of drifting and crosscutting on four levels with a vertical range of 210 feet. The proposed exploration would be at an elevation of 600 feet, or about 100 feet below the lowest level, on the down-dip extension of the ore zone. The adit level, as well as lower levels of the Mill Workings was caved at the beginning of 1952. Most of the workings above the 60 level were uncovered by open pit operations.

Underground work at the western end of the property consisted of 2,100 feet, more or less, of drifting and crosscutting with a vertical range of 230 feet. The Camp, Jones, and Lyle tunnels have been caved for almost 15 years. The Kitchen tunnel is open but does not expose any ore.

The surface workings consist of a pit 50 feet long, in an east-west direction, by 200 feet wide and 150 to 200 feet deep, with three main benches. The highest bench, No. 5 on the map, was being mined for ore when slides from the steep south face terminated the operation.

The property has furnacing, retorting, and housing facilities, all of which are in good condition and could be put into use on short notice.

Geology

The mines are located on the northeast side of the "plug" of Franciscan rocks and serpentine which has intruded Jurassic and younger sediments in a way comparable to the intrusion of a salt dome. The Franciscan formation in the mine area is made up of massive, poorly bedded silicified sandstone, in part greywacke, with lesser amounts of sheared shale and thin-bedded chert. Serpentine intrudes the Franciscan rocks as irregular lenticular masses, the contacts of which strike from N. 50° W. to west and dip about 50° northeast. This trend is pronounced in the regional structure. To the north and east, just beyond the limits of the mapped area, lower Cretaceous shales are exposed and form low rolling slopes. About one mile to the east, some Tertiary biotite andesite intruded the Cretaceous sediments.

Silica carbonate rock, or hydrothermally altered serpentine, appears throughout most of the mapped area. It is similar to the siliceo-carbonate rock of other Coast Range quicksilver deposits and consists largely of chalcedony and quartz, with some dolomite and other carbonates with small amounts of pyrite, marcasite, and opal. Usually massive, it is locally banded or laminated in white and black. The bands are, in some places, parallel to the foliation of the serpentine and probably represent relic textures.

Ore Deposits

The ore minerals are metacinnabar and cinnabar that occur filling fractures and shear zones in the siliceo-carbonate rock and, to a lesser degree, as disseminations throughout the serpentines and siliceo-carbonate rock. Apparently the shales immediately above and below the siliceo-carbonate rock formed an impermeable barrier to the ore-bearing solutions for the enclosing sediments are barren. The main ore shoot was on the fault along the south side of the open pit which forms the contact between siliceo-carbonate rock and underlying sediments. However, mineralization was not limited to this lower contact and ore bodies were present along other shears in siliceo-carbonate rock. Ore mined during the 1936-1947 period from the Mill workings averaged 10 pounds of mercury to the ton.

Metacinnabar is the predominant ore mineral in the Mill workings whereas cinnabar forms the ore in the old mines at the eastern end of the property. Marcasite and pyrites occur in the siliceo-carbonate rock and some siderite is also present. The rich ore-bodies encountered in the past are said to have been closely associated with massive iron sulfides. Mineralization is believed to have taken place in Tertiary time for some cinnabar was reported ^{1/} to have been found along the contact of Tertiary andesite and Cretaceous shales about one mile to the east of the mines.

Exploration

In his original O&A application, Mr. Smith proposed to drive a 700-foot drift under the Mill Workings from the east to connect with the 270 level. He also proposed a second phase of work to explore the old mines at depth by drifting an additional 1300 feet westerly.

The U. S. Geological Survey conferred with the operator and suggested that a more efficient program could be carried out by sinking a shaft, then driving exploratory drifts and crosscuts from the bottom.

C. N. Shnette, consulting engineer for Mr. Smith, submitted a new application requesting 75 percent Government participation in a \$125,000 program. The new proposal, in two parts, is as follows:

Phase 1. Sink a 300 foot shaft from a point 50 feet north of the new stack and then explore by 625 feet of drifting and crosscutting the ground 100 feet below the lowest mine level.

Phase 2. (To follow upon successful completion, and review by the Government and operator, of phase 1.) Drift north-westerly 1300 feet to explore the old Jones tunnel area at depth.

^{1/}Turner, H. S., Geology of Mt. Diablo, Bull. O&A 2:351-2, 1890

(Breakdown of cost figures are to be found in the application with Form NF-102). The application states that the work will be contracted out at \$135.00 per foot for sinking and \$35.00 per foot for drifting and crosscutting. With the added cost of engineering, geology, assays, etc., the first phase would cost \$73,050 and be completed in seven months, while the second phase, taking nine months, would cost an additional \$52,000. Total cost of the project would be \$125,050.

The first part of the revised application appears to offer the best means of exploring the ore deposit. The advantages of sinking a shaft at the proposed site rather than drifting in from the east are numerous, some of which are: 1 - it would be sunk in ground underlain by sediments, mainly sandstone, that have greater strength than the fracture and altered rocks over the ore body; 2 - it would explore new ground 100 feet below any existing workings; 3, waste would be dumped at no greater distance than 300 feet from the shaft, either into the open pit or just north of the ridge; 4, it would have the advantage of elevation as the collar would be higher than the mill; 5 - it would be only 60 feet from the existing grizzly, ore bin, and conveyer belt to the mill.

On the basis of cross section A-A', about 200 feet of crosscutting S. 24° W. from the bottom of the shaft, will be necessary to reach the main ore zone leaving some 425 feet of tunneling to be used in drifting on the mineralized fault zone. The log of drill hole no. 6, projected 120 feet to plane of section A-A', reports only 12 feet of silica-carbonate rock at the 117 foot mark. However, a cursory examination of the core proved that almost 40 feet of silica-carbonate rock is present below the 300-foot marker. The core is not complete; therefore, more silica-carbonate rock might be encountered than has been proved. Some clinoholite was observed in the core and it was reported that some eight-pound ore was cut -- probably in the missing section of core -- in this hole. Also, assays made from the mineralized zone in the mine below the 165 level (see enlarged portion of section A-A') show that good ore does occur below the lowest level of cased workings.

The second phase of the project would appear to offer less hope for discovering ore. Surface mapping and the logs of two old diamond drill cores indicate that there are about 600 feet of Barran Franciscan sediments between the northwest end of the drift proposed in phase one and the first possible ore-bearing rocks to the west.

The Government's share of \$73,050 for phase one will be \$51,737 under the 5 percent repayment schedule, and providing that the price of mercury does not drop, production of 4,930 flasks with a gross value of \$1,074,740 would be necessary for the Government to recover its share of the cost. It seems possible that at least half of the necessary ore might be found above the proposed level, but the additional ore would have to be found below the proposed level. Phase two, with a total cost of \$52,000 would cost the Government \$39,000 and require the production of 3,545 flasks with a gross value of about \$700,000 for repayment of the loan.