

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SUN OPERATING PARTNERSHIP, LTD.

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Nevada and being all the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. Definitions. When used in this Certificate, the following terms have the meanings set forth below:

(a) "General Partner" means Sun Oil Company (Delaware), a Delaware corporation, or any transferee of the interest of the General Partner, under the conditions described in paragraph 12 of this Certificate which becomes a substituted General Partner.

(b) "Limited Partner" means Sunoco Exploration Partnership, Ltd., a limited partnership created pursuant to the Texas Uniform Limited Partnership Act. Sunoco Exploration Partnership, Ltd. shall also be referred to herein as "Sunoco Exploration".

2. Name. The name of the limited partnership is SUN OPERATING PARTNERSHIP, LTD., (the "Partnership").

3. Business. The character of the business of the Partnership is to acquire certain oil and gas leases; to explore, drill, develop, and operate such leases; to produce oil and gas therefrom; to market such production; to dispose of such leases; and to invest and engage generally in any and all phases of the oil and gas business.

4. Principal Place of Business. The principal place of business of the Partnership is Suite 306, 302 East Carson Avenue, Las Vegas,

Nevada. General Partner may from time to time change the Partnership's principal place of business to any other location by giving written notice of such change to the Limited Partner. The Partnership may have such additional places of business as may from time to time be established by General Partner.

5. Partners; Names, Places of Residence and Designations; Cash Contributions; Share of Profits. The names, places of residence and designations of the members of the Partnership, together with the amount of cash contributed by each member and the share of profits which each member shall receive by reason of its contribution are set forth below:

<u>Name</u>	<u>Place of Residence</u>	<u>Designation</u>	<u>Amt. of Cash Contributed</u>	<u>Share of Profits</u>
Sun Oil Company (Delaware)	2300 Southland Center Dallas, Texas 75201	General Partner	\$10,000	1/2
Sunoco Exploration Partnership, Ltd.	2300 Southland Center Dallas, Texas 75201	Limited Partner	\$10,000	1/2

General Partner shall also receive all income, credits and deductions which are realized by the Partnership from the salvage of any personal property, equipment and any other similar item, the cost of which was allocated to General Partner pursuant to the Articles of Limited Partnership of the Partnership.

Limited Partner has not contributed to the Partnership any property other than cash and is not entitled to any other compensation by way of income by reason of its contribution.

6. Term. The Partnership shall commence on the completion of filing this Certificate in the Office of the County Recorder of County, Nevada, and shall continue, unless sooner terminated as herein-after provided, until March 1, 2002. The Partnership shall be dissolved before the end of the term by the occurrence of any of the following:

- (i) The disposition or termination of all of the oil and gas leases then owned by the Partnership;
- (ii) An event, the result of which in the opinion of legal counsel to the Partnership, would make it in the best interest of General Partner and Limited Partner to dissolve the Partnership;
- (iii) The withdrawal from the Partnership by General Partner (which has the right to withdraw as General Partner at any time);
- (iv) The bankruptcy, insolvency or dissolution of General Partner (except dissolution as a consequence of merger, consolidation or other corporate reorganization) or the occurrence of any other event which would permit a trustee or receiver to acquire control of General Partner's affairs;
- (v) The agreement of all of the members of the Partnership;
- (vi) The receipt by the general partner of Sunoco Exploration of requests for dissolution of Sunoco Exploration from a majority in interest of all limited partners of Sunoco Exploration other than the general partner of Sunoco Exploration, such requests to be received within thirty (30) days of the date of a notice to such effect which shall be sent by the general partner of Sunoco Exploration to each limited partner of Sunoco Exploration by registered mail within 120 days after April 1, 1977, and after April 1 of each fifth year thereafter; or
- (vii) The receipt by the general partner of Sunoco Exploration of requests to dissolution of Sunoco Exploration from more than 50% in interest of all limited partners of Sunoco Exploration other than the general partner of

Sunoco Exploration, if (1) an independent third party review by a firm of reputable independent petroleum engineers determines that General Partner has not acted in good faith reasonably exercised to promote the best interests of the Partnership and (2) General Partner of Sunoco Exploration does not offer to purchase for cash all of the interests of the limited partners of Sunoco Exploration who so requested dissolution in accordance with the Articles of Limited Partnership of Sunoco Exploration.

The dissolution shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership have been distributed to the members of the Partnership in accordance with the Articles of Limited Partnership of the Partnership.

7. Additional Contributions by Limited Partner. Limited Partner has agreed that from time to time it will make to the Partnership additional contributions of cash equal to the sum of (i) \$24,990,000 (the "1972 Required Contribution") when requested by General Partner on or before May 30, 1972, (ii) plus \$25,000,000 (to the extent available to Limited Partner as a result of the 1973 offering) less "Exploration Financing" (as defined in the Articles of Limited Partnership of the Partnership) arranged on or before March 30, 1973 or the date of completion of the 1973 offering, if earlier, (the "1973 Required Contribution") when requested by General Partner after March 30, 1973 and on or before March 30, 1974, (iii) plus \$25,000,000 (to the extent available to Limited Partner as a result of the 1974 offering) less the excess of the amount of any Exploration Financing arranged on or before March 30, 1974 or the date of completion of the 1974 offering if earlier, over the amount of such Exploration Financing utilized to arrive at the 1973 Required Contribution (the "1974 Required Contribution") when requested by General Partner after March 30, 1974 and on or

before March 30, 1975, and (iv) plus the funds, if any, generated (and less the funds, if any, lost) by investment of funds held by Limited Partner as provided in the Articles of Limited Partnership of Sunoco Exploration, all of such contributions to be made only to the extent and at the times that such amounts of cash are available to Limited Partner from the contributions of cash to Limited Partner by its limited partners and from the investment of funds held by Limited Partner. To the extent that the amounts specified in (i), (ii), (iii) and (iv) above are not requested by General Partner during the periods specified, such amounts will be contributed to the Partnership by Limited Partner after the expiration of any of such periods from time to time at the request of General Partner. The "1973 offering" and the "1974 offering" mean the public offering of limited partnership interests by Sunoco Exploration for sale in 1973 and 1974, respectively, and are subject to certain conditions described in the Articles of Limited Partnership of Sunoco Exploration.

8. Return of Contributions of Limited Partner. Limited Partner is not entitled to a return of its contribution of cash to the Partnership but shall look solely to distributions from the Partnership.

9. Substitution of Limited Partner. Limited Partner's interest in the Partnership shall be assignable only with the consent of General Partner. If the Limited Partner assigns its interest in the Partnership, its assignee shall not become a substituted Limited Partner, unless General Partner shall have consented to such assignee becoming a substituted Limited Partner. Any such transfer so permitted shall be effective as of midnight of the last day of the calendar month in which it is made. Any such transfer shall further be subject to the requirements of any applicable securities laws.

10. Admission of Additional Limited Partners. The right is not given to the parties to admit additional limited partners.

11. Priorities Among Limited Partners. No limited partner is given the right to priority over any other limited partners for any purpose whatever.

12. Continuation of Business. General Partner may not sell, transfer or otherwise dispose of all or any part of its interest in the Partnership, provided that such restrictions shall not apply to:

(i) a disposition by General Partner of its Partnership interest by merger, consolidation or other corporate reorganization;

(ii) a transfer of its Partnership interest to a subsidiary or parent company, or a subsidiary of a parent company so long as General Partner shall continue to be responsible for the obligations of the general partner after such assignment; or

(iii) an assignment or transfer of all or any portion of the Partnership interest of General Partner by way of mortgage, pledge or charge as security for a bona fide advance of moneys to it; provided that the mortgagee or pledgee shall hold the same subject to the terms of the Articles of Limited Partnership of the Partnership.

No such assignee, transferee or purchaser shall become a substituted General Partner without the consent of Limited Partner. Subject successor general partner shall continue the business of the Partnership upon the dissolution of General Partner.

13. Right to Receive Property Other Than Cash. Upon dissolution of the Partnership, all assets remaining after (i) the payment of the liabilities of the Partnership, (ii) the establishment of an escrow cash reserve fund for contingent liabilities, and (iii) the equalization of the partners' distribution balances in accordance with the Articles of Limited Partnership of the Partnership, will be distributed to the members of the Partnership as follows:

(i) Cash will be distributed 50% to the General Partner and 50% to the Limited Partner;

(ii) The right, title and interest of the Partnership in any escrowed fund shall be assigned to General Partner and Limited Partner in proportion to their respective contributions thereto; and

(iii) The right, title and interest of the Partnership in and to all of its other assets shall be assigned by the Partnership in the proportion of 50% to the General Partner and 50% to the Limited Partner.

Except as set forth above, no limited partner of the Partnership is given the right to demand and receive property other than cash in return for its contribution.

DATED: February 29, 1972.

GENERAL PARTNER:

SUN OIL COMPANY (DELAWARE)

By *R. Edwin Foss*
R. Edwin Foss, President

LIMITED PARTNER:

SUNOCO EXPLORATION PARTNERSHIP, LTD., a Limited Partnership created pursuant to the Texas Uniform Limited Partnership Act, by SUNOCO OPERATIONS, INC., its General Partner

By *E. C. Ladymon*
E. C. Ladymon, Vice President

STATE OF
COUNTY OF

R. EDWIN FOSS, being duly sworn according to law, deposes and certifies that he is the President of SUN OIL COMPANY (DELAWARE), a Delaware corporation, the general partner in the foregoing Certificate, and that the facts set forth therein are true and correct.

R. Edwin Foss
R. EDWIN FOSS

SUBSCRIBED AND SWORN to before me this 29th day of February 1972.

Mary K. Jamerson
NOTARY PUBLIC
in and for said County and State

STATE OF
COUNTY OF

E. C. LADYMON, being duly sworn according to law, deposes and certifies that he is the Vice President of SUNOCO OPERATIONS, INC., a Delaware corporation and General Partner of SUNOCO EXPLORATION PARTNERSHIP, LTD., a limited partnership created pursuant to the Texas Uniform Limited Partnership Act and the limited partner named in the foregoing Certificate and that the facts set forth therein are true and correct.

E. C. Ladymon
E. C. LADYMON

SUBSCRIBED AND SWORN to before me this 29th day of February 1972.

Mary K. Jamerson
NOTARY PUBLIC
in and for said County and State

INST. NO. 171963
OFFICIAL REC'D BOOK NO. 212
RECORDED AT REQUEST OF

Bell & LeBrew
MAR 7 3 24 PM '72

CLARK COUNTY, NEVADA
PAULE HORN, RECORDER
FEE 100 DEPUTY AT

No. **51311**

FILED AND RECORDED AT REQUEST OF
Edward LeBaron
March 13, 1972

AT 1 MINUTES PAST 9 O'CLOCK
AM IN BOOK 3 OF OFFICIAL
RECORDS, PAGE 432-540 LINCOLN
COUNTY, NEVADA.

Paul E. Horn
COUNTY RECORDER

CERTIFICATION OF COPY

STATE OF NEVADA }
COUNTY OF CLARK } SS.

I, PAUL E. HORN, the duly elected, qualified and acting
Recorder of Clark County, in the State of Nevada, do hereby
certify that the attached is a true, full and correct copy of
the original instrument now on record in this office.
IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the seal of my office, in Las Vegas, Nevada this

7th day of March A.D. 19 72
PAUL E. HORN, County Recorder

By Etha Wooten
Deputy

[SEAL]