

5/13/02

05-21-2002

FORM PTO-1595  
(Rev. 6-93)

U.S. Department of Commerce

OMB No. 0651-0011 (exp. 4/94)

102097645

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

## 1. Name of conveying parties:

**HU YANG  
TA YEN CHING  
GANGFENG CAI**Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐

Assignment

☒

Merger

☐

Security Agreement

☐

Change of Name

☐

Other

Execution Date: **June 30, 2000**

## 2. Name and address of receiving party:

Name: **CHEVRON PHILLIPS CHEMICAL  
COMPANY LP**

Internal Address:

Street Address: **1301 McKinney**City: **Houston** State: **TX** Zip: **77010**Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):

**09/567,593**

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Raymund F. Eich  
Williams, Morgan & Amerson, P.C.  
7676 Hillmont, Suite 250**City: **Houston** State: **Texas** Zip: **77040**6. Total number of applications and patents involved: **1**7. Total fee (37 C.F.R. 3.41)----- \$ **40.00**☒

Enclosed

☒Authorized to be charged to deposit account  
if check insufficient or inadvertently omitted8. Deposit account number: **50-0786/2039.005900RFE**  
(Attach duplicate copy of this page if paying by deposit account)

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## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.***Raymund F. Eich**Name of Person Signing, Reg. No. **42,508**

Signature

**05/02/02**

Date

Total number of pages including cover sheet, attachments and documents: **8**

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## CERTIFICATE OF MAILING (37 C.F.R. § 1.8)

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: BOX ASSIGNMENT, Assistant Commissioner for Patents, Washington D.C., 20231, on the date below.

May 2, 2002

  
Cynde MeinhardtPATENT  
REEL: 012899 FRAME: 0803

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 30, 2000, by and among CHEVRON CHEMICAL COMPANY LLC, a Delaware limited liability company ("CCC LLC"), CHEVRON PHILLIPS CHEMICAL COMPANY LLC, a Delaware limited liability company ("CPCC LLC") and CHEVRON PHILLIPS CHEMICAL COMPANY LP, a Delaware limited partnership ("CPCC LP").

### WITNESSETH:

WHEREAS, pursuant to the Contribution Agreement, dated as of May 23, 2000 (the "Contribution Agreement"), by and among Chevron Corporation, a Delaware corporation ("Chevron"), Phillips Petroleum Company, a Delaware corporation ("Phillips") and CPCC LLC, Chevron and Phillips are entering into a joint venture for the purpose of combining certain of their respective chemicals businesses; and

WHEREAS, Schedule 2.3 of the Chevron Disclosure Schedule to the Contribution Agreement contemplates that CCC LLC will be merged with and into CPCC LP, with CPCC LP as the surviving entity (the "Merger"); and

WHEREAS, the sole member and the Board of Directors of CCC LLC and the partners of CPCC LP deem that the Merger, upon the terms and subject to the conditions herein stated, is desirable.

NOW, THEREFORE, it is agreed as follows:

### SECTION I

#### Merger; Effects

1.1 At the Effective Time (as hereinafter defined), CCC LLC shall be merged with and into CPCC LP, with CPCC LP as the sole surviving entity (the "Surviving Limited Partnership").

1.2 At the Effective Time:

(a) The then-outstanding partnership interests of CPCC LP shall, by virtue of the Merger and without any action on the part of the holders thereof, remain unchanged and continue to remain outstanding as partnership interests of the Surviving Limited Partnership.

(b) The then-outstanding membership interest of CCC LLC shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive membership interests in CPCC LLC in accordance with the Contribution Agreement.

## SECTION 2

### Effective Time

2.1 A certificate of merger reflecting this Agreement (the "Certificate of Merger") shall be filed with the Secretary of State of the State of Delaware (the "Secretary of State") as soon as practicable.

2.2 The Merger shall become effective (the "Effective Time") at the time specified in the Certificate of Merger.

## SECTION 3

### Limited Partnership Agreement

3.1 At the Effective Time, the Agreement of Limited Partnership of CPCC LP, as amended through the Effective Time, shall be the Agreement of Limited Partnership of the Surviving Limited Partnership until such time as it is further amended.

## SECTION 4

### Amendment and Termination

4.1 At any time prior to the Effective Time, notwithstanding approval of this Agreement by the sole member of CCC LLC and by each of the sole general partner and sole limited partner of CPCC LP, this Agreement may be amended by an agreement in writing duly approved by each of CPCC LLC, CPCC LP and CCC LLC. If such amendment alters the Effective Time, a Certificate of Amendment to the Certificate of Merger shall be filed with the Secretary of State to such effect.

4.2 At any time prior to the Effective Time, notwithstanding approval of this Agreement by the sole member of CCC LLC or by each of the sole general partner and sole limited partner of CPCC LP, this Agreement may be terminated and abandoned by either CCC LLC or CPCC LP. Upon such termination, a Certificate of Termination shall be filed with the Secretary of State to such effect.

## SECTION 5

### Governing Law; Counterparts

5.1 This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

5.2 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more

counterparts have been signed by each of the parties hereto and delivered (including by facsimile) to the other parties hereto.

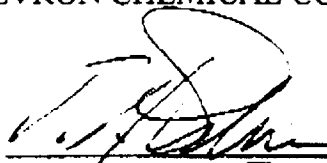
IN WITNESS WHEREOF, each of CCC LLC, CPCC LLC and CPCC LP have caused this Agreement to be executed by its duly authorized officers, as of the 30th day of June, 2000.

CHEVRON CHEMICAL COMPANY LLC

By:

Name:

Title:


  
T. H. Pickens  
Attorney At Law

CHEVRON PHILLIPS CHEMICAL COMPANY LLC

By:

Name:

Title:


  
Craig B. Glidden  
Vice President and General Counsel

CHEVRON PHILLIPS CHEMICAL COMPANY LP

By:

Name:

Title:

  
Craig B. Glidden  
Vice President and General Counsel