

eRecorded in Philadelphia PA Doc Id: 52542487
10/03/2012 09:57AM Receipt#: 1162175
Page 1 of 22 Rec Fee: \$230.00
Commissioner of Records Doc Code: D
State RTT: \$358,252.80 Local RTT: \$1,074,758.40

After recordation, please return to:
Land Services USA, Inc.
1835 Market Street, Suite 420
Philadelphia, PA 19103

File No.: PAFA11-4393(ER)

SPECIAL WARRANTY DEED

(2)

SPECIAL WARRANTY DEED

THIS INDENTURE made as of this 7th day of September, 2012 and effective the 8th day of September, 2012.

ATLANTIC REFINING & MARKETING CORP., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as the "**Grantor**"), in favor of **PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC**, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as the "**Grantee**"), of the other part,

WITNESSETH That the said **Grantor**, for and in consideration of the sum of One Dollar and other good and valuable consideration, unto it well and truly paid by the said **Grantee**, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said **Grantee**, its successors and assigns,

ALL THOSE CERTAIN lots or parcels of ground, situate in the City and County of Philadelphia, Commonwealth of Pennsylvania, more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof (sometimes referred to herein as the "Premises").

UNDER AND SUBJECT to the covenants, agreements and easements of record listed on Exhibit "B" attached hereto and made a part hereof.

ALSO UNDER AND SUBJECT to the following covenants and restrictions, as covenants running with the land:

- A. The Premises may only be used for commercial or industrial activity, excluding schools, nursing homes and other residential-style facilities and publicly-accessible recreational areas.
- B. Any engineering controls on the Premises which are necessary to maintain a standard under the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, as amended, 35 P.S. §§ 6026.101 - 6026.908 ("Act 2") shall be maintained.
- C. Disturbance of the subsurface strata and soils of the Premises shall be avoided, except as may be necessary with respect to Construction and Development (as hereinafter defined). If such disturbance is proposed as part of development of the Premises, Grantee shall, no less than thirty (30) days before beginning the disturbance, submit to the Department (as hereinafter defined) a work plan for management and disposal of disturbed subsurface strata and soils consistent with Pennsylvania environmental statutes and regulations. Thereafter, Grantee shall

properly manage and dispose all subsurface strata and soils consistent with the work plan as approved by the Department.

“Affiliate” means, as to Sunoco and Grantee, any other Person that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the specified Person. For purposes of this definition, “control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether by contract or otherwise. Notwithstanding the foregoing, for purposes of this definition, Grantee and its Affiliates shall not be deemed to be an Affiliate of Sunoco, Inc. or any of its subsidiaries.

“Construction or Development” means all of those actions or projects consisting of, related to or associated with (i) constructing and developing improvements to the Refinery and (ii) installing new operations, businesses or processes at the Refinery that are related to the Refinery Business, the energy industry generally and the chemical industry.

“Department” means the Commonwealth of Pennsylvania Department of Environmental Protection.

“Refinery” means a 330,000 bpd refinery with a Nelson complexity of 9.3 consisting primarily of two formerly separate refining operations known as “Point Breeze” and “Girard Point” and related properties, including the North Yard, West Yard, and Schuylkill River Tank Farm.

“Refinery Business” means the business conducted by any of Sunoco, its predecessors-in-interest and their subsidiaries at the Refinery, including the ownership and operation of the Refinery and the related chemical, energy and other commercial operations conducted by any of Sunoco, its predecessors-in-interest and their Affiliates in connection with the Refinery including the purchasing of upstream inventory and selling of downstream inventory, excluding (x) Sunoco’s retail and branded marketing business and wholesale rack gasoline and distillate business (even to the extent previously conducted in connection with the Refinery) and (y) any business of Sunoco or any of its Affiliates other than the ownership or operation of the Refinery or the Premises.

“Sunoco” means Sunoco Inc. (R&M), a Pennsylvania corporation.

TOGETHER with all right, title and interest of, in and to any property that extends into the bed of the Schuylkill River, adjacent to or abutting on such lots or parcels of ground described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, driveways, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said **Grantor**, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the said lots or pieces of ground above described, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said **Grantee**, its successors and assigns, to and for the only proper use and behoof of the said **Grantee**, its successors and assigns, forever.

UNDER AND SUBJECT as aforesaid.

AND the said **Grantor**, for itself, its successors and assigns, does covenant, promise and agree, to and with the said **Grantee**, its successors and assigns, by these presents, that it, the said **Grantor** and its successors, all and singular the hereditaments and premises hereby granted, with the appurtenances, unto the said **Grantee**, its successors and assigns, against it the said **Grantor** and its successors, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will, subject as aforesaid, **WARRANT AND FOREVER DEFEND**.

ACKNOWLEDGMENT OF HAZARDOUS SUBSTANCES AND/OR HAZARDOUS WASTES

Pursuant to Section 405 of the Solid Waste Management Act, 35 P.S. § 6018.405, and Section 512 of HSCA, 35 P.S. § 6020.512, Grantor and Grantee hereby acknowledge the disposal of hazardous substances and/or hazardous wastes on the Premises.

Sunoco, an Affiliate of Grantor, and the Department entered into a Consent Order & Agreement (“CO&A”) in December 2003 with respect to remedial activities on the Premises. Sunoco’s Phase I Remedial Plan (“Phase I Plan”), dated November 2003, was included as an attachment to the CO&A. In accordance with the CO&A and Phase I Plan, a Current Conditions Report and Comprehensive Remedial Plan (“CCR”) was prepared by Sunoco in June 2004. The Phase I Plan and the CCR divided the facility into the following 11 Areas of Interest (“AOIs”) where hazardous substances and/or hazardous wastes have come to be located:

- AOI 1 - Belmont Terminal, #1 Tank Farm, and #2 Tank Farm Point Breeze
- AOI 2 - Point Breeze Processing Area
- AOI 3 - Impoundment Area Point Breeze
- AOI 4 - #4 Tank Farm Area Point Breeze
- AOI 5 - Girard Point South Tank Field Area
- AOI 6 - Girard Point Chemicals Processing Area
- AOI 7 - Girard Point Fuels Processing Area
- AOI 8 - Point Breeze Process Area North Yard
- AOI 9 - Schuylkill River Tank Farm
- AOI 10 - West Yard
- AOI 11 - Deep Aquifer, Lower Sand Beneath Facility

As of September 8, 2012, the best information about the surface area size and exact location of the hazardous substances and/or hazardous wastes disposed of on the Premises is set forth for each respective AOI in a Site Characterization Report (“SCR”). Such hazardous substances and/or

hazardous wastes are typical of those associated with refinery operations and include, but are not limited to, quantities of petroleum in the subsurface environment, including non-aqueous phase liquid (NAPL or free product), dissolved phase petroleum in the groundwater, petroleum adsorbed to soils, lead, benzene, arsenic, vanadium, benzo(a)pyrene, dibenz(a,h)anthracene, benzo(a)anthracene, benzo(b)fluoranthene, dimethylbenz(a)anthracene, dibenz(a,h)anthracene, ammonia, and organic petroleum compounds (BTEX). Information regarding the location and horizontal and vertical extent of hazardous substances and/or hazardous wastes present at the Premises has been identified in the following environmental reports submitted to the Department prior to September 8, 2012 (collectively "the Reports"):

NAME OF REPORT	DATE	AUTHOR
CCR	June 2004	Sunoco, Inc. (R&M)
AOI 1, No. 1 Tank Farm SCR	June 2005	Sunoco, Inc. (R&M)
AOI 4, No. 4 Tank Farm SCR	August 2005	Sunoco, Inc. (R&M)
AOI 6, Girard Pt. Chemicals Area SCR	September 2006	Sunoco, Inc. (R&M)
Notice of Intent to Remediate	October 2006	Sunoco, Inc. (R&M)
AOI 5, Girard Pt. South Tank Field SCR	August 2007	Sunoco, Inc. (R&M)
AOI 8, Pt. Breeze North Yard SCR	September 2008	Sunoco, Inc. (R&M)
AOI 9, Schuylkill River Tank Farm SCR	August 2009	Sunoco, Inc. (R&M)
AOI 2, Pt. Breeze Processing Area SCR	September 2010	Sunoco, Inc. (R&M)
AOI 3, Pt. Breeze Impoundment Area SCR	September 2010	Sunoco, Inc. (R&M)
AOI 7, Girard Pt. Fuels Area SCR	September 2010	Sunoco, Inc. (R&M)
AOI 10, Pt. Breeze West Yard SCR/Remedial Investigation Report (RIR)	June 2011	Sunoco, Inc. (R&M)
AOI 11, Deep Aquifer SCR/RIR	September 2011	Sunoco, Inc. (R&M)
Work Plan for Site Wide Approach under the One Cleanup Program	November 2011	Sunoco, Inc. (R&M)
AOI 5 SCR/RIR/Cleanup Plan	December 2011	Sunoco, Inc. (R&M)
AOI 8 SCR/RIR	January 2012	Sunoco, Inc. (R&M)
AOI 7 SCR/RIR	February 2012	Sunoco, Inc. (R&M)

The Reports contain the analytical results of groundwater investigation, sampling and analysis for all constituents from the Pennsylvania Corrective Action Process Regulation Amendments effective December 1, 2001; provided in Chapter VI, Section E of PADEP's Closure Requirements for Underground Storage Tank Systems, with the exception of Waste Oil parameters in approximately 1000 on-site monitoring wells.

Pursuant to the CO&A, Sunoco intends to remediate the hazardous substances and/or hazardous wastes on the Premises. By way of the submission of previously submitted and forthcoming Cleanup Plans in accordance with Act 2, Sunoco will propose remediation of the Property to meet a Site Specific Standard based on non-residential use of the Premises, as those terms are used in Act 2.

The Cleanup Plans may be changed in the future, with the approval of the Department.

Signature on following page

IN WITNESS WHEREOF, Grantor, has caused this Deed to be duly executed as of the day and year first above written.

Witness:

ATLANTIC REFINING & MARKETING
CORP.

Tina Browning
Name: Tina Browning

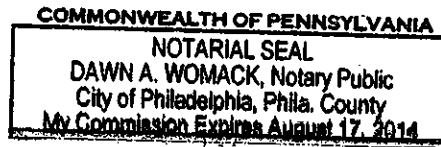
By Michael J. Colavita
Name: Michael J. Colavita
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this, the 7th day of September, 2012, before me, a Notary Public in and for the Commonwealth of Pennsylvania and County aforesaid, the undersigned officer, personally appeared Michael J. Colavita, who acknowledged himself/herself to be the Vice President of ATLANTIC REFINING & MARKETING CORP., a Delaware corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing in the name of the corporation by himself as Vice President.


NOTARY PUBLIC

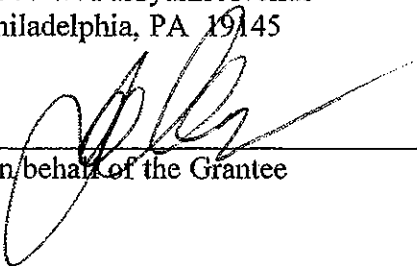
My Commission Expires:



CERTIFICATE OF ADDRESS

The address of the within named Grantee, PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC, is:

Philadelphia Energy Solutions Refining and Marketing LLC
3144 W. Passyunk Avenue
Philadelphia, PA 19145



On behalf of the Grantee

EXHIBIT A
Legal Descriptions

PARCEL A – INTENTIONALLY OMITTED

PARCEL B-1

Point Breeze Description (Parcel B-1)

Beginning at a point on the western side of 26th street; thence along the western side of 26th Street the 16 following courses and distances:

- (1) South 07°45'55" West, a distance of 169.94 feet;
- (2) South 00°16'02" East, a distance of 38.37 feet;
- (3) South 06°25'58" West, a distance of 199.87 feet;
- (4) South 07°53'20" West, a distance of 211.08 feet;
- (5) South 07°47'37" West, a distance of 1509.96 feet;
- (6) South 07°52'07" West, a distance of 726.03 feet;
- (7) South 07°38'49" West, a distance of 48.89 feet;
- (8) South 09°29'34" West, a distance of 130.93 feet;
- (9) South 07°13'47" West, a distance of 401.40 feet;
- (10) South 07°57'21" West, a distance of 318.70 feet;
- (11) South 15°50'52" West, a distance of 136.31 feet;
- (12) South 07°45'11" West, a distance of 118.07 feet;
- (13) North 80°01'54" West, a distance of 17.81 feet;
- (14) South 14°08'03" West, a distance of 552.84 feet to a point of curvature;
- (15) by a curve to the left having a radius of 200.76 feet and a central angle of 66°30'21" an arc length of 233.04 feet and a chord which bears South 34°54'40" West 220.17 feet;
- (16) South 01°46'40" West, a distance of 293.89 feet;

thence along the north side of Penrose Avenue South 43°34'41" West, a distance of 665.73 feet to a point of curvature; thence by a curve to the right having a radius of 126.09 feet and a central angle of 73°01'54" an arc length of 160.71 feet a chord which bears South 87°07'45" West 150.05 feet point of reverse curvature; thence by a reverse curve to the left having a radius of 167.93 feet and a central angle of 102°48'10" an arc length of 301.32 feet and a chord South 78°02'49" West and a distance of 262.49 feet;

thence along the northern side of Lanier Avenue the eight following courses and distances:

- (1) South 28°41'02" West, a distance of 84.04 feet;
- (2) South 30°01'19" West, a distance of 182.61 feet;
- (3) South 33°23'20" West, a distance of 122.68 feet to a point of curvature;
- (4) by a curve to the left having a radius of 365.09 feet and a central angle of 10°02'31" an arc length of 63.99 feet a chord which bears South 38°14'27" West 63.90 feet;
- (5) South 45°13'17" West, a distance of 69.72 feet to a point of curvature;
- (6) by a curve to the left having a radius of 248.69 feet and a central angle of 11°28'08" an arc length of 49.78 feet a chord which bears South 50°30'20" West 49.70 feet;
- (7) South 55°40'25" West, a distance of 127.19 feet;
- (8) South 58°52'39" West, a distance of 504.43 feet;

thence along Girard Point property the following ten courses and distances:

- (1) South 58°52'39" West, a distance of 31.47 feet;
- (2) North 32°34'13" West, a distance of 529.63 feet;
- (3) North 29°33'29" West, a distance of 525.42 feet;
- (4) North 60°40'29" East, a distance of 577.59 feet;
- (5) North 07°46'10" East, a distance of 1288.62 feet;
- (6) South 78°06'33" West, a distance of 1489.09 feet;
- (7) North 28°44'58" West, a distance of 198.19 feet to a point of curvature;
- (8) by a curve to the right having a radius of 313.83 feet and a central angle of 55°00'41" an arc length of 301.32 feet a chord which bears North 00°06'24" East 289.88 feet to a point;
- (9) North 26°47'19" East, a distance of 173.62 feet;

(10) North 66°43'40" West, a distance of 165.74 feet to a point on the bulkhead of the Schuylkill River;

thence along the bulkhead of the Schuylkill River the 29 following courses and distances:

- (1) North 43°24'56" East, a distance of 135.15 feet;
 - (2) North 32°59'59" East, a distance of 197.67 feet;
 - (3) North 28°46'15" East, a distance of 207.21 feet;
 - (4) South 67°36'32" East, a distance of 25.00 feet;
 - (5) North 28°53'49" East, a distance of 525.99 feet;
 - (6) North 23°14'16" East, a distance of 296.55 feet;
 - (7) North 16°27'07" East, a distance of 155.27 feet;
 - (8) North 09°56'26" East, a distance of 211.86 feet;
 - (9) North 26°32'07" East, a distance of 130.56 feet;
 - (10) North 45°19'27" West, a distance of 43.11 feet;
 - (11) North 23°44'32" East, a distance of 11.78 feet;
 - (12) North 58°39'44" East, a distance of 10.33 feet;
 - (13) North 13°19'01" East, a distance of 20.88 feet;
 - (14) North 21°53'43" East, a distance of 22.65 feet;
 - (15) North 33°53'23" East, a distance of 15.69 feet;
 - (16) North 22°37'41" East, a distance of 36.18 feet;
 - (17) North 12°06'28" East, a distance of 42.35 feet;
 - (18) South 78°45'03" East, a distance of 9.60 feet;
 - (19) North 12°10'53" East, a distance of 13.10 feet;
 - (20) North 84°10'16" West, a distance of 12.72 feet;
 - (21) North 23°48'41" East, a distance of 452.70 feet;
 - (22) North 23°48'41" East, a distance of 453.47 feet;
 - (23) South 72°18'38" East, a distance of 4.28 feet;
 - (24) North 19°03'43" East, a distance of 23.84 feet;
 - (25) North 15°47'28" East, a distance of 46.32 feet;
 - (26) South 80°51'48" East, a distance of 21.53 feet;
 - (27) North 13°26'19" East, a distance of 231.84 feet;
 - (28) North 07°22'43" East, a distance of 111.24 feet;
 - (29) North 03°41'43" West, a distance of 175.93 feet;
 - (30) North 15°46'02" West, a distance of 105.60 feet;
- thence North 74°54'45" East, a distance of 126.56 feet; thence continuing along same North 74°54'45" East, a distance of 225.13 feet; thence South 14°27'15" East, a distance of 45.83 feet to a point on the southern side of Passyunk Avenue;

thence along the southern side of Passyunk Avenue North 74°50'12" East, a distance of 1289.66 feet; thence leaving said side of Passyunk Avenue South 15°09'48" East, a distance of 364.36 feet; thence North 74°50'12" East, a distance of 218.00 feet; thence South 15°09'48" East, a distance of 63.00 feet; thence South 89°08'54" East, a distance of 10.00 feet; thence South 25°09'48" East, a distance of 60.00 feet; thence South 63°09'48" East, a distance of 27.00 feet; thence North 71°05'39" East, a distance of 79.00 feet; thence North 66°10'39" East, a distance of 201.00 feet; thence North 04°50'39" East, a distance of 61.00 feet; thence South 85°09'21" East, a distance of 82.00 feet; thence North 74°50'39" East, a distance of 253.00 feet; thence South 82°09'21" East, a distance of 224.77 feet to the Point of Beginning.
Containing 360.55 Acres, more or less.

OPA #884097044 - 3144 W. Passyunk Ave

PARCEL B-2 Point Breeze Description. (Parcel B-2)

Beginning at a point on the south side of Passyunk Avenue and on the pierhead and bulkhead of the Schuylkill River; thence along the bulkhead of the Schuylkill River the thirty-three following courses and distances:

- (1) North 15°46'02" West, a distance of 155.02 feet;

- (2) North 31°09'33" West, a distance of 148.28 feet;
- (3) North 39°25'25" West, a distance of 180.29 feet;
- (4) North 44°07'32" West, a distance of 80.71 feet;
- (5) North 65°32'53" West, a distance of 13.18 feet;
- (6) North 49°22'28" West, a distance of 8.41 feet;
- (7) North 65°46'02" West, a distance of 30.05 feet;
- (8) South 54°50'25" West, a distance of 5.48 feet;
- (9) North 40°45'12" West, a distance of 48.68 feet;
- (10) North 56°19'58" West, a distance of 156.17 feet;
- (11) North 57°58'20" West, a distance of 145.68 feet;
- (12) North 75°17'24" West, a distance of 42.80 feet;
- (13) North 83°31'11" West, a distance of 86.58 feet;
- (14) North 83°31'11" West, a distance of 95.61 feet;
- (15) North 83°00'35" West, a distance of 187.03 feet;
- (16) South 80°37'47" West, a distance of 809.03 feet;
- (17) South 80°01'56" West, a distance of 46.99 feet;
- (18) South 85°22'16" West, a distance of 35.86 feet;
- (19) South 86°42'51" West, a distance of 95.79 feet;
- (20) North 05°28'09" West, a distance of 30.00 feet;
- (21) North 72°05'27" West, a distance of 480.36 feet;
- (22) North 49°21'34" West, a distance of 277.55 feet;
- (23) North 44°46'47" West, a distance of 91.93 feet;
- (24) North 27°49'54" West, a distance of 198.68 feet;
- (25) North 23°47'26" West, a distance of 139.41 feet;
- (26) North 27°22'11" West, a distance of 140.79 feet;
- (27) North 00°58'58" West, a distance of 695.54 feet;
- (27) North 14°12'09" East, a distance of 375.02 feet;
- (28) North 06°23'54" West, a distance of 78.53 feet;
- (29) North 18°25'26" East, a distance of 447.84 feet;
- (30) South 74°33'15" East, a distance of 65.04 feet;
- (31) North 24°55'08" East, a distance of 22.18 feet;
- (32) South 81°55'09" East, a distance of 191.39 feet;
- (33) North 42°08'32" East, a distance of 43.36 feet;

thence leaving bulkhead and along lands of Conrail South 82°20'38" East, a distance of 644.83 feet; thence continuing along lands of Conrail the 11 following courses and distances:

- (1) South 16°15'57" East, a distance of 120.19 feet to a point of curvature;
- (2) by a curve to right having a radius of 653.39 feet and a central angle of 54°52'25" an arc length of 625.77 feet a chord which bears South 44°45'52" East 602.12 feet;
- (3) South 82°10'05" East, a distance of 379.22 feet;
- (4) South 81°54'46" East, a distance of 281.13 feet;
- (5) South 82°09'55" East, a distance of 185.06 feet;
- (6) South 82°22'37" East, a distance of 375.54 feet;
- (7) South 82°19'05" East, a distance of 329.39 feet;
- (8) South 81°52'05" East, a distance of 339.43 feet;
- (9) South 82°21'18" East, a distance of 639.33 feet;
- (10) South 82°07'25" East, a distance of 230.24 feet to a point of curvature;
- (11) by a curve to the right having a radius of 1028.90 feet and a central angle of 18°15'10" an arc length of 327.78 feet a chord which bears South 73°24'01" East 326.40 feet;

thence South 07°48'50" West, a distance of 86.27 feet to a point in line of lands owned by the City of Philadelphia; thence along lands of Philadelphia the 16 following courses and distances:

- (1) by a curve to the left having a radius of 499.91 feet and a central angle of 22°54'36" an arc length of 199.89 feet a chord which bears South 82°53'51" West 198.56 feet;
- (2) South 68°52'37" West, a distance of 368.16 feet to a point of curvature;

(3) by a curve to the left having a radius of 759.85 feet and a central angle of $9^{\circ}50'11''$ an arc length of 130.45 feet a chord which bears South $74^{\circ}48'53''$ West 130.29 feet;
(4) South $79^{\circ}06'45''$ West, a distance of 310.68 feet;
(5) South $74^{\circ}37'16''$ West, a distance of 96.75 feet;
(6) South $56^{\circ}20'07''$ West, a distance of 70.00 feet;
(7) South $64^{\circ}28'35''$ West, a distance of 251.25 feet;
(8) South $67^{\circ}27'07''$ West, a distance of 302.11 feet;
(9) South $67^{\circ}27'07''$ West, a distance of 402.58 feet;
(10) South $67^{\circ}27'07''$ West, a distance of 141.14 feet;
(11) South $53^{\circ}20'14''$ West, a distance of 50.00 feet;
(12) South $23^{\circ}28'34''$ East, a distance of 32.51 feet;
(13) South $23^{\circ}28'34''$ East, a distance of 299.99 feet;
(14) South $35^{\circ}54'01''$ East, a distance of 737.38 feet;
(15) South $16^{\circ}59'51''$ East, a distance of 113.90 feet;
(16) South $44^{\circ}15'26''$ East, a distance of 25.66 feet;
thence South $74^{\circ}54'45''$ West, a distance of 126.56 feet to the Point of Beginning.

Containing 141.00 Acres, more or less.

Being a portion of OPA #884097200 - 3143 W. Passyunk Ave

PARCEL B-3 Point Breeze Description. (Parcel B-3)

Beginning at a point on the right of way of Moore Street; thence along the southern right of way of Moore Street South $76^{\circ}59'06''$ East, a distance of 85.84 feet; thence continuing along said right of way South $76^{\circ}04'48''$ East, a distance of 329.50 feet to a point on the western right of way line of 35th Street; thence along the western right of way line of 35th Street South $13^{\circ}57'01''$ West, a distance of 518.75 feet; thence South $82^{\circ}07'46''$ East, a distance of 497.03 feet to a point on the western right of way line of 34th Street; thence along the western right of way line of 34th Street South $20^{\circ}22'25''$ West, a distance of 139.66 feet to a point on the southern right of way line of Maiden Lane; thence along the southern right of way line of Maiden Lane South $64^{\circ}11'02''$ East, a distance of 1256.82 feet to a point of curvature; thence by a curve to the right entering the western side of 26th Street having a radius of 491.39 feet and a central angle of $18^{\circ}49'29''$ an arc length of 161.45 feet and a chord which bears South $55^{\circ}27'35''$ East 160.72 feet;

thence along the western side of 26th Street the eight following courses and distances:

- (1) South $43^{\circ}44'58''$ West, a distance of 2.95 feet;
- (2) South $40^{\circ}36'48''$ East, a distance of 169.81 feet;
- (3) South $37^{\circ}29'46''$ East, a distance of 210.70 feet;
- (4) South $37^{\circ}08'53''$ East, a distance of 599.67 feet;
- (5) South $37^{\circ}13'25''$ East, a distance of 255.57 feet;
- (6) South $45^{\circ}31'16''$ West, a distance of 2.49 feet;
- (7) South $34^{\circ}13'50''$ East, a distance of 144.39 feet;
- (8) South $33^{\circ}56'02''$ East, a distance of 266.03 feet;

thence leaving the western side of 26th Street and going along the northern side of lands of Conrail the 24 following courses and distances:

- (1) North $81^{\circ}59'00''$ West, a distance of 236.77 feet;
- (2) North $58^{\circ}22'13''$ East, a distance of 33.81 feet;
- (3) North $74^{\circ}29'15''$ West, a distance of 121.44 feet;
- (4) North $76^{\circ}18'45''$ West, a distance of 250.63 feet;
- (5) North $84^{\circ}05'02''$ West, a distance of 285.50 feet;
- (6) South $47^{\circ}15'52''$ West, a distance of 15.18 feet;
- (7) North $75^{\circ}52'55''$ West, a distance of 46.21 feet;
- (8) North $82^{\circ}02'14''$ West, a distance of 525.00 feet;
- (9) North $02^{\circ}36'38''$ East, a distance of 6.00 feet;
- (10) North $82^{\circ}03'42''$ West, a distance of 209.46 feet;
- (11) North $82^{\circ}26'26''$ West, a distance of 197.26 feet;

(12) North 82°16'24" West, a distance of 149.97 feet;
(13) North 82°06'49" West, a distance of 452.25 feet;
(14) South 11°06'33" West, a distance of 15.19 feet;
(15) North 81°57'23" West, a distance of 288.33 feet;
(16) North 80°02'02" West, a distance of 92.49 feet;
(17) North 83°48'02" West, a distance of 66.93 feet;
(18) North 79°34'03" West, a distance of 240.34 feet to a point of curvature;
(19) by a curve to the right having a radius of 665.76 feet and a central angle of 55°53'57" an arc length of 649.53 feet and a chord which bears North 53°19'49" West 624.07 feet to a point of compound curvature;
(20) by a compound curve to the right having a radius of 733.68 feet and a central angle of 44°51'23" an arc length of 574.39 feet and a chord which bears North 00°47'49" East 559.84 feet;
(21) North 21°41'17" East, a distance of 358.44 feet;
(22) North 26°05'47" East, a distance of 92.79 feet; (23) South 82°19'34" East, a distance of 223.64 feet;
(24) North 13°55'44" East, a distance of 990.16 feet to the Point of Beginning.
Containing 106.64 Acres, more or less.

Being a portion of OPA #884097200 - 3143 W. Passyunk Ave

PARCEL B-4 Point Breeze Description. (Parcel B-4)

Beginning at a point on the northerly side of Moore Street with the centerline of the said former 36th Street, stricken from the city plan at 50 feet wide; thence along the centerline of the said former 36th Street North 13°59'19" East, a distance of 240.14 feet to a point on the southerly side of the said former Fish House Lane (at 23.208 feet wide); thence along the said former Fish House Lane the following 5 courses and distances:
(1) North 79°29'59" West, a distance of 30.06 feet;
(2) North 13°59'19" East, a distance of 23.25 feet;
(3) South 79°29'59" East, a distance of 495.93 feet;
(4) South 13°59'19" West, a distance of 23.25 feet;
(5) North 79°29'59" West, a distance of 25.05 feet to a point on the centerline of the said former 35th Street (50 feet wide); thence along the centerline of said former 35th Street South 13°59'19" West, a distance of 266.97 feet to a point on the northerly side of Moore Street;
thence along the northerly side of Moore Street North 76°00'41" West, a distance of 440.00 feet to the Point of Beginning.

Containing 2.83 Acres, more or less.

OPA#884214115 – 3515 Moore Street

PARCEL C – INTENTIONALLY OMITTED

PARCEL D – INTENTIONALLY OMITTED

PARCEL E: West Yard Description.

ALL THAT CERTAIN tract or piece of land. SITUATE in the Forty-eighth Ward of the City of Philadelphia, described in accordance with an ALTA/ACSM Land Title Survey made by Ludgate Engineering Corporation dated 5/1/2012, as follows, to wit:

Beginning at a point on the southern right of way of Passyunk Avenue and a corner of lands of now or late Thy B. Ma; thence along said lands of Ma and along lands of now or late Joseph & Rosanna Mitchell South 69°19'58" East, a distance of 315.10 feet to a point a corner of lands of the now or late Phing Tan and Khanh Buu Huynh; thence along said lands and lands of Passyunk Avenue Realty En. North 82°44'45" East, a distance of 601.48 feet to a point a corner of the now or late lands of Passyunk Avenue Realty En; thence along said lands South 61°00'00" East, a distance of 218.91 feet; thence South 68°14'30" East, a distance of 251.05 feet; thence along lands of Auto Recycling Real Estate North 88°16'32" East, a distance of

288.19 feet; thence continuing along said lands and along lands of S.R.S. Inc. North 35°03'05" East, a distance of 1800.00 feet near the Schuylkill River;

thence in and along the Schuylkill River the 10 following courses and distances:

- (1) South 80°39'14" East, a distance of 401.15 feet;
- (2) South 42°01'03" East, a distance of 297.66 feet;
- (3) South 04°55'59" West, a distance of 350.17 feet;
- (4) South 15°52'29" West, a distance of 487.33 feet;
- (5) South 23°42'54" West, a distance of 196.89 feet;
- (6) South 22°35'18" West, a distance of 384.45 feet;
- (7) South 14°15'27" West, a distance of 121.55 feet;
- (8) South 15°59'35" West, a distance of 219.74 feet;
- (9) South 21°40'33" West, a distance of 445.70 feet;
- (10) South 23°20'44" West, a distance of 324.02 feet to a point a corner of lands of Convoy Realty LP;

thence along lands of Convoy North 63°18'58" West, a distance of 1362.47 feet; thence North 07°11'32" East, a distance of 231.25 feet to a point of curvature; thence by a curve to the left having a radius of 5000.00 feet and a central angle of 1°29'17" an arc length of 129.85 feet a chord which bears North 70°46'37" West 129.85 feet;

thence along lands of Point Breeze Terminal LLC the eight following courses and distances:

- (1) North 67°11'05" West, a distance of 14.72 feet;
- (2) South 83°51'36" West, a distance of 839.02 feet;
- (3) North 60°55'04" East, a distance of 31.00 feet;
- (4) North 25°30'00" East, a distance of 145.00 feet;
- (5) North 00°00'00" East, a distance of 50.83 feet;
- (6) North 00°00'00" East, a distance of 41.00 feet;
- (7) North 85°21'56" West, a distance of 972.06 feet;
- (8) North 07°07'07" East, a distance of 171.91 feet to a point on the southern side of Passyunk Avenue;

thence along the southern side of Passyunk Avenue the three following courses and distances:

- (1) North 74°48'30" East, a distance of 226.91 feet;
- (2) South 15°11'30" East, a distance of 6.00 feet;
- (3) North 74°48'30" East, a distance of 349.28 feet to the Point of Beginning.

Containing 80.84 Acres, more or less.

OPA# 884097130 – 6300 W. Passyunk Avenue
OPA#884097140 – 6030 W. Passyunk Avenue
OPA#884097110 - 3701 S. 63rd Street

EXHIBIT B

Recorded Covenants, Agreements or Easements

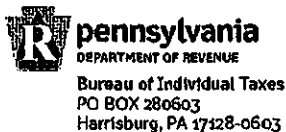
1. Rights granted to Bell Telephone Company in Deed Book DCC 1233 page 284.
2. Rights granted to Bell Telephone Company in Deed Book DCC 949 page 411.
3. Agreement with the City of Philadelphia as recorded in Deed Book CJP 1757 page 561.
4. Agreement between Gulf Oil Corporation and Defense Plant Corporation dated 5/3/1943 and recorded 6/16/1943 in Deed Book CJP 252 page 97, amended in Pipeline Right of Way and Easement Amendment dated 4/23/2007 and recorded 10/1/2007 in Document ID #51782423.
5. Easements as contained in Deed Book JMH 3104 page 591.
6. Easement Agreement between Atlantic Richfield Company a Pa. Corp. and Gulf Oil Corporation a Pa. Corp. dated 6/25/1984 and recorded 7/20/1984 in Deed Book ALO 166 page 98.
7. Easement Agreement between Gulf Oil Corporation a Pa. Corporation and Philadelphia Electric Company dated 7/14/1983 and recorded 10/14/1983 in Deed Book EFP 859 page 228.
8. Pipeline Easement as contained in Deed Book CJP 1559 page 133.
9. Rights granted to Philadelphia Electric Company in Deed Book MLS 135 page 285, as amended by Supplemental Agreement by and between Gulf Oil Corporation and Philadelphia Electric Company as in Deed Book DCC 1580 page 339
10. Agreement by and between Gulf Oil Corporation and the City of Philadelphia recorded in Deed Book CAB 741 page 516.
11. Pipe Line Agreement between Gulf Oil Corporation and Atlantic Pipe Line Company dated 2/1/1967 and recorded 2/19/1968 in Deed Book JRS 34 page 507, as assigned as follows:
Assignment of Pipeline Right of Way Easements by Arco Pipe Line Company a Delaware Corporation to Atlantic Pipeline Company dated 9/30/1985 and recorded 4/10/1986 in Deed Book FHS 430 page 556.
Assignment of Pipeline Right of Way Agreement dated 9/30/1985 and recorded 12/12/1988 in Deed Book FHS 1241 page 432
12. Subject to terms of Agreement as in Deed Book JMH 1488 page 579.
13. Agreement between Gulf Oil Corporation and Texas Eastern Transmission Corporation recorded in Deed Book MLS 629 page 545.
14. Pipe Line Agreement as contained in Deed Book CJP 2324 page 365.
15. Agreement by and between the City of Philadelphia and Gulf Oil Corporation dated 5/1/1954 and recorded 5/3/1954 in Deed Book MLS 655 page 597.
16. Agreement between Gulf Oil Corporation a Pennsylvania Corporation and the City of Philadelphia dated 5/23/1957 and recorded 8/2/1957 in Deed Book CAB 615 page 58.
17. Agreement between Gulf Oil Corporation a Pennsylvania Corporation and The City of Philadelphia dated 5/14/1957 and recorded 8/2/1957 in Deed Book CAB 615 page 67.
18. Agreement by and between Water Department of The City of Philadelphia and Gulf Oil Corporation dated 5/5/1981 and recorded 5/6/1981 in Deed Book EFP 199 page 334.
19. Agreement by and between Gulf Oil Corporation and the City of Philadelphia dated 6/25/1984 and recorded 7/11/1984 in Deed Book ALO 147 page 548.

20. Agreement by and between The Pennsylvania Railroad Company Lessee of the Railroad of the Philadelphia, Baltimore and Washington Railroad Company and Gulf Oil Corporation dated 12/15/1952 and unrecorded for a private road crossing across the 60th Street Branch Track of the railroad at a point 1,012 feet more or less north of Penrose Avenue Bridge (Book 3 page 665).
21. Easement over portion of the property acquired for highway purposes in condemnation proceedings filed in CP April 1974 #417 dated 4/2/1974 and recorded in Deed Book DCC 590 page 267. **(Premises E)**
22. Rights granted to Philadelphia Electric Company in Deed Book CAB 1084 page 1. **(Parcel B-1 and E)**
23. Right of Way Agreement between Robert E. McCusker, unmarried, The Atlantic Refining Co. and Herman S. Stoffman and Benjamin Stoffman trading as Pioneer Oil Co. dated 1/31/1952 and recorded in Deed Book MLS 493 page 150. **(Parcel E)**
24. Right of Way Grant from The Atlantic Refining Co. to WFIL Broadcasting Co. dated 2/27/1938 and recorded in Deed Book DWH 345 page 588. **(Parcel E)**
25. Rights granted to Bell Telephone Company in Deed Book DCC 2026 page 538. **(Part of Parcel E)**
26. Rights of Way granted in Deed Books FTW 49 page 473 and LW 156 page 110. **(Parcel B-1)**
27. Right of Way over and across premises in question for location, construction, operation, maintenance etc of a pipe line &c. for transportation of oil, gas, &c. created by vesting order into U. S. of America dated 4/25/1946 recorded 6/3/1946 CJP 1298 page 249. **(Parcel B-1)**
28. Easement of Right of Way for drainage purposes, water main purposes and public utility purposes in the former bed of Hartranft Street, as referred to in Agreement from Atlantic Refining Company to the City of Philadelphia dated 12/12/1963.
29. Conditions as in Deed Book PLMcS 444 page 220. **(Parcel B-1)**
30. Conditions as in Deed Book DCC 54 page 299. **(Parcel B-1)**
31. Subject to any easement, right or benefit that may have been created in favor of Consolidated Rail Corp., its successors and assigns in or by that certain Deed from Penn Central Transportation Co. to Consolidated Rail Corp. designated as Document #PC—CRC—RP-210, recorded in Deed Book DCC 1962 page 220. **(Premises B- 1)**
32. Reservation as to Easement as set forth in Deed from Manor Real Estate and Trust Co., a Penna. Corp. to The Pennsylvania Railroad Co. dated 12/9/1941 and recorded in Deed Book DWH 1463 page 525. **(Premises B-1)**
33. Grant of Easement by Manor Real Estate and Trust Co. to City of Phila. dated 8/4/1943 and recorded in Deed Book CJP 324 page 509. **(Parcel B-1)**
34. Grant of Bridge Easement as in Deed Book DCC 1695 page 332**(Parcel B-1)**
35. Reservation as in Deed from Phila. Electric Co. dated 2/12/1976 and recorded in Deed Book DCC 1051 page 261. **(Parcel B-1)**
36. Pipe Line Construction and Right of Way Agreement between Gulf Oil Corp. and Atlantic Pipe Line Co. dated 7/9/1959 and recorded 7/21/1959 in Deed Book CAB 1118 page 492. **(Parcel B-1)**
37. Easement over portion of the property acquired for highway purposes in condemnation proceedings filed in CP May Term 1973 #3896 dated 5/29/1973 and recorded in Deed Book DCC 375 page 364. **(Parcel B-1)**

38. Agreement by and between Atlantic Richfield Co. and The City of Phila. dated 6/26/1984 and recorded in Deed Book ALO 147 page 533. **(Parcel B-1)**
39. Easement Agreement by and between Atlantic Richfield Co. and The Gulf Oil Corp. dated 6/25/1984 and recorded in Deed Book ALO 166 page 98. **(Parcel B-1)**
40. Rights granted to Bell Telephone Company in Deed Book DCC 949 page 411. **(Parcel B-1)**
41. Right of Way Grant for pipeline The Atlantic Refining Co. and Defense Plant Corp. dated 6/17/1943 and recorded in Deed Book CJP 260 page 567. **(Parcel B-1)**
42. Easement Agreement between Atlantic Richfield Co. to Philadelphia Electric Co. dated 2/12/1976 and recorded in Deed Book DCC 1051 page 274. **(Parcel B-1)**
43. Agreement between City of Phila. and Atlantic Refining Co. as to pipes dated 2/18/1948 and recorded in Deed Book CJP 1975 page 28. **(Parcel B-1)**
44. Reservation as in Deed from City of Phila. to Atlantic Refining Co. dated 6/23/1943 and recorded in Deed Book CJP 257 page 441. **(Part of Parcel B-2)**
45. Covenants as in Deed from Schuylkill River East side Railroad Co. dated 3/4/1956 and recorded in Deed Book CAD 739 page 141. **(Part of Parcel B-2)**
46. Agreements between Atlantic Richfield Co. and Commonwealth of Penna., Dept. of Transportation dated 7/17/1934 and 2/25/1985 and unrecorded, establishing temporary and permanent easements along the Southwest line of Vare Avenue. **(Part of Parcel B-3)**
47. Agreement between City of Phila. and Atlantic Richfield Co. dated 7/31/1969 and recorded in Deed Book JRS 502 page 186. **(Part of Parcel B-3 and B-4)**
48. Agreement and Ordinance dated 2/26/1943 Atlantic Refining Company and City of Phila. Re: Striking from City Plan McKean Street and portion of Maiden Lane. **(Part of Parcel B-3)**
49. Agreement between Atlantic Refining & Marketing Corp. and The City of Philadelphia dated 7/17/1987 and recorded in Deed Book FHS 846 page 45. **(Parcel B-1)**
50. Easement granted unto Atlantic Pipeline Corp., a Delaware corporation in Deed Book JTD 901 page 503 recorded 1/7/1999.
51. Cathodic Protection Easement recorded 2/23/1999 in Deed Book JTD 950 page 548.
52. Contractual consent of landowner for a general permit filed with Commonwealth of Pennsylvania Department of Environmental Protection Bureau of Land Recycling and Waste Management recorded 6/25/2002 in Document ID No. 50480579.
53. Building Entrance Facility Grant recorded 10/3/2008 in Document ID No. 51974926.
54. Easement of Right of Way reserved for Sewer and Drainage Purposes (formerly Pollock Street). Pursuant to Ordinance 11/14/1922 and as shown on survey of John Stefano dated 11/3/1977. **(Parcel B-1)**
55. Easement of right of way for water and public utility purposes within the lines of the former Schuylkill Avenue reserved in Ordinance striking and vacating said Schuylkill Avenue from City Plan.

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION		BOOK NO. _____ PAGE NO. _____
		DATE RECORDED _____
		CITY TAX PAID _____
Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/ls not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).		
A. CORRESPONDENT — All inquiries may be directed to the following person:		
NAME <i>John Mc Shane, Philadelphia Energy Solutions</i>		TELEPHONE NUMBER: AREA CODE () _____
STREET ADDRESS <i>Mellon Bank Center</i> CITY <i>Philadelphia</i> STATE <i>PA</i> ZIP CODE <i>19103</i>		
B. TRANSFER DATA		DATE OF ACCEPTANCE OF DOCUMENT: <i>9/8, 2012</i>
GRANTOR(S)/LESSOR(S) ATLANTIC REFINING & MARKETING CORP	GRANTEE(S)/LESSEE(S) PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC	
STREET ADDRESS 3144 W. Passyunk Avenue	STREET ADDRESS 3144 W. Passyunk Avenue	
CITY STATE ZIP CODE Philadelphia PA 19145	CITY STATE ZIP CODE Philadelphia PA 19145	
C. PROPERTY LOCATION		
STREET ADDRESS see attached	CITY, TOWNSHIP, BOROUGH Philadelphia	
COUNTY Philadelphia	SCHOOL DISTRICT Philadelphia	TAX PARCEL NUMBER see attached
D. VALUATION DATA		
1. ACTUAL CASH CONSIDERATION \$1.00	2. OTHER CONSIDERATION + 0	3. TOTAL CONSIDERATION = \$1.00
4. COUNTY ASSESSED VALUE See attached	5. COMMON LEVEL RATIO FACTOR x 3.97	6. FAIR MARKET VALUE = see attached
E. EXEMPTION DATA		
1A. AMOUNT OF EXEMPTION 0	1B. PERCENTAGE OF INTEREST CONVEYED 100%	
2. Check Appropriate Box Below for Exemption Claimed		
<input type="checkbox"/> Will or Intestate succession _____ (NAME OF DECEDENT) _____ (ESTATE FILE NUMBER)		
<input type="checkbox"/> Transfer to Industrial Development Agency.		
<input type="checkbox"/> Transfer to agent or straw party. (Attach copy of agency/straw party agreement).		
<input type="checkbox"/> Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____.		
<input type="checkbox"/> Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).		
<input type="checkbox"/> Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____. Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).		
<input type="checkbox"/> Corrective deed (Attach copy of the prior deed).		
<input type="checkbox"/> Other (Please explain exemption claimed, if other than listed above.) Actual Deed consideration \$1.00; Transfer tax being paid on Fair Market Value		
Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.		
SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <i>Michael G. Colavita</i>		DATE <i>9/7, 2012</i>

REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name JOHN Mc SHANE, Philadelphia ENERGY SOLUTIONS	Telephone Number: ()		
Mailing Address WELTON BANK CENTER 1735 MARKET ST	City Philadelphia	State PA	ZIP Code 19103

B. TRANSFER DATA

Grantor(s)/Lessor(s) ATLANTIC REFINING & MARKETING CORP		
Mailing Address 3144 W. Passyunk Avenue		
City Philadelphia	State PA	ZIP Code 19145

C. Date of Acceptance of Document **9/8/2012**

Grantor(s) PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC		
Mailing Address 3144 W. Passyunk Avenue		
City Philadelphia	State PA	ZIP Code 19145

D. REAL ESTATE LOCATION

Street Address See attached	City, Township, Borough Philadelphia	
County Philadelphia	School District Philadelphia	Tax Parcel Number see attached

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration \$1.00	2. Other Consideration + 0	3. Total Consideration = \$1.00
4. County Assessed Value see attached	5. Common Level Ratio Factor X 3.97	6. Fair Market Value = see attached

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 0	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
---	--	--

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **Actual Deed consideration \$1.00; Transfer tax being paid on Fair Market Value**

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>Michael J. Colantuono</i>	Date _____, 2012
---	---------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

