

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

Sunoco, Inc. (R&M) - Seller : Buyer-Seller Agreement
: re: Philadelphia Refinery
:
Philadelphia Energy Solutions
Refining and Marketing LLC - Buyer:

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement ("Agreement") is entered into this 14th day of August, 2012, by and among the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), Sunoco, Inc. (R&M), ("Seller") and Philadelphia Energy Solutions Refining and Marketing LLC ("PES R&M LLC") (collectively with its Affiliates, "Buyer").

The Department has found and determined the following:

The Parties

A. The Department is the Commonwealth agency with the duty and authority to administer and implement the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, as amended, 35 P.S. §§ 6026.101 - 6026.908 ("Act 2"); and to administer and enforce the Hazardous Sites Cleanup Act, Act of October 18, 1988, as amended, 35 P.S. §§ 6020.101 - 6020.1305 ("HSCA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 - 9675 ("CERCLA"); the Solid Waste Management Act, Act of July 7, 1980, as amended, 35 P.S. §§ 6018.101 - 6018.1003 ("Solid Waste Management Act"); the Clean Streams Law, Act of June 22, 1937, as amended, 35 P.S. §§691.1 - 691.1001 ("Clean Streams Law"); the Storage Tank and Spill Prevention Act, Act of July 6, 1989, as amended, 35 P.S. §§6021.101 - 6021.2104 ("Storage Tank Act"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, as amended, 71 P.S. § 510-17 ("Administrative Code"); and the regulations promulgated thereunder.

B. Sunoco, Inc. (R&M) is a Pennsylvania corporation with a principal place of business located at 1818 Market Street Floor 1500, Philadelphia, PA 19103-3616 ("Sunoco" or "Seller"). Seller is in the business of manufacturing and marketing petroleum products and related activities.

V

C. PES R&M LLC is a Delaware limited liability company with a principal place of business located at 3144 Passyunk Ave., Philadelphia, PA 19145. Through the transactions referenced herein, Buyer will be engaged in the business of producing refined petroleum products, chemical products and other energy businesses.

The Property

D. The property that is the subject of this Agreement consists of an approximately 1,400 acre complex located at 3144 Passyunk Ave., Philadelphia, PA 19145. The property is more specifically described in Exhibits 1 and 2 attached (hereinafter the "Property").

E. Located on the Property, the "Philadelphia Refinery" or "Refinery" is 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. Point Breeze was acquired as part of a transaction with Atlantic Richfield Company in September 1989 and since owned by Atlantic Refining & Marketing Corp. (an Affiliate of Sunoco, Inc. (R&M)), and leased for operation to and operated by Sunoco, Inc. (R&M). Girard Point was acquired in August 1994 and since owned and operated by Sunoco, Inc. (R&M). Sunoco, Inc. (R&M) was formerly Sun Company, Inc. (R&M), a subsidiary of Sunoco, Inc. The Philadelphia Refinery produces petroleum products, including gasoline, middle distillates (mainly jet fuel, heating oil and diesel fuel) and residual fuel oil as well as commodity petrochemicals, including propylene-propane, benzene and cumene.

F. The facilities, structures and other improvements currently located on the Property include the following: two fluidized catalytic crackers and related heaters, boilers, process equipment, equipment for the treatment of emissions to air and discharges to water, dockage, tankage, and such other related and auxiliary equipment as is needed to properly operate and run a petroleum refinery in accordance with industry standards and all applicable Laws.

Contamination of the Property

G. The location and horizontal and vertical extent of the contamination at the Property have been identified in the following environmental reports (collectively "the Reports"). The Reports have been reviewed by the Department, and are maintained as public documents by the Department in accordance with the Department's standard document retention practices.

NAME OF REPORT	DATE	AUTHOR
Current Conditions Report	June 2004	Sunoco, Inc. (R&M)
AOI 1, No. 1 Tank Farm Site Characterization Report (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)

H. The Reports contain the analytical results of groundwater investigation, sampling and analysis for all constituents from the Pennsylvania Corrective Action Process (CAP) 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. The direction of groundwater is determined through quarterly and annual groundwater gauging events of select performance monitoring well and all site related wells, respectively. Surface soil impact for the same constituents list referenced above has been assessed throughout each AOI within the refinery with the exception of AOI 11, Deep Groundwater. Several off-site monitoring wells, located across 26th Street, are used for assessment purposes. No impact to the site from off-site sources has been identified.

I. The Reports referenced above detail all contamination currently known by the Parties to exist on the Property ("Identified Contamination").

The Proposed Sale

J. Seller and its Affiliates, as applicable, intend to contribute, convey, transfer, assign, and deliver the Property and the Philadelphia Refinery to Buyer, who intends to acquire the Property and the Philadelphia Refinery and conduct petroleum refining, chemical, and energy business activities from that location.

K. Buyer represents to the Department that it did not cause or contribute to, and is not otherwise liable or responsible under any federal or state environmental law for the Identified and Pre-Existing Contamination. The Department is not aware of any information to the contrary that would indicate such liability or responsibility.

The Remediation Plan

L. Seller intends to remediate the Identified and Pre-Existing Contamination. Seller signed a consent order with the Department in December 2003. The Cleanup Plans ("Plans") will propose remediation of the Property to meet a Site-Specific Standard based on non-residential use of the Property, as those terms are used in Act 2. The Plans may be changed in the future, with the approval of the Department. Because the remedial standard is based on non-residential use of the Property, any other use, or any change in the exposure patterns on which the Plan is based, may require additional remediation of contamination remaining on the Property. Seller represents that it will have adequate financial resources to perform its obligations under this Agreement.

After full and complete negotiation of all matters set forth in this Agreement, and upon mutual exchange of the covenants contained herein, the Parties intending to be legally bound, it is hereby ORDERED by the Department and AGREED TO by Seller and Buyer as follows:

1. Authority. This Agreement is an Order of the Department authorized and issued pursuant to the environmental laws of the Commonwealth listed in Paragraph A, particularly

Sections 5, 316, 402 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.316, 691.402 and 691.610; Sections 4 and 602 of the Solid Waste Act, 35 P.S. §§ 6018.4 and 6018.602; Sections 107 and 1309 of the Storage Tank Act, 35 P.S. §§ 6021.107 and 6021.1309; and 71 P.S. § 510-17.

2. Findings.

a. Seller and Buyer agree that the findings in Paragraphs A through L are true and correct and, in any matter or proceeding involving either or both of them and the Department, Seller and/or Buyer shall not challenge the accuracy or validity of these findings.

b. The Parties do not authorize any other person to use the findings in this Agreement in any matter or proceeding.

3. Definitions.

a. "Affiliate" means, as to Sunoco, Inc. (R&M) and PES R&M LLC, 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 Agreement, unless otherwise expressly stated, PES R&M LLC and its Affiliates shall not be deemed to be an Affiliate of Sunoco, Inc. or any of its subsidiaries.

b. "Applicable Environmental Laws" shall mean any Laws of the Commonwealth of Pennsylvania under which the Department has enforcement authority, including the laws set forth in Paragraph A and any federal Laws referenced by such Pennsylvania Laws, and any regulations promulgated pursuant to any of the foregoing.

c. "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.

d. "Effective Date" shall mean either (1) the date when the Buyer acquires the Property, or (2) the date upon which the Department issues written notice to the Buyer that all applicable parties have fully executed the Agreement, whichever is later.

e. "Hazardous Substance" shall mean any material, substance or waste that is: (i) listed, classified or regulated as a "hazardous waste," "hazardous substance," "contaminant," "pollutant," "toxic substance," or terms of similar meaning or import as defined pursuant to any Applicable Environmental Law, or (ii) any petroleum product or by-product including all degradation compounds, friable asbestos, radioactive materials, urea formaldehyde

insulation or polychlorinated biphenyls, with respect to which liability or standards of conduct are imposed under any Applicable Environmental Law.

f. "Identified Contamination" shall mean all contamination currently known by the Parties to exist on the Property as reflected in the various studies and analyses performed on behalf of Sunoco, Inc. and as referenced in the reports referenced earlier in this Agreement, paragraph G, and as is reflected in other submissions by Sunoco to DEP regarding the Property.

g. "Law" shall mean any national, federal, state, regional, provincial, local or municipal constitution, treaty, law, statute, ordinance, rule, regulation, including all common law, directive or decree, as amended as of the date hereof.

h. "Philadelphia Energy Solutions LLC" ("PES LLC") is an Affiliate of PES R&M LLC and a party to the Contribution Agreement whereby PES R&M LLC will acquire the Refinery Business including the Property and Philadelphia Refinery.

i. "Pre-Existing Contamination" shall mean any Identified Contamination and any Releases on, under, to, or from the Site of Hazardous Substances associated with or from the Refinery Business or related operations on or before the Effective Date of this Agreement.

j. "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 Property.

k. "Release" shall mean any release, spill, emission, leaking, dumping, injection, pouring, pumping, placing, discarding, abandoning, deposit, disposal, discharge, migrating, or dispersal into, on, under, or through the environment (including ambient air, surface water, groundwater, land surface or subsurface strata).

4. Seller's Obligations. Seller shall:

a. Attain and demonstrate compliance with the Site-Specific Standard for all Pre-Existing Contamination in accordance with the Department-approved Plans and Act 2, by December 2020, except as may otherwise be extended upon request by Sunoco and written concurrence by the Department, and:

- (1) Complete SCR/RIR's for each AOI by the end of 2015, except as may otherwise be extended upon request by Sunoco and written

concurrence by the Department. Cleanup Plans will be developed coincident with or subsequent to completion of the SCR/RIR's. As it is anticipated that all or part of AOI 8 and AOI 10 may be put to as yet unknown uses, Cleanup Plans for AOI 8 and 10 will be developed based on such future land re-use plans.

- (2) Upon completion of remediation in accordance with the Plans and Act 2, submit the Final Report(s) to the Department, and send the municipal and public notices of the final report(s) by December 2020, except as may otherwise be extended upon request by Sunoco and written concurrence by the Department.

b. Include restrictions in its deed to Buyer (1) limiting the use of the Property to commercial or industrial activity, excluding schools, nursing homes and other residential-style facilities and publicly-accessible recreational areas, and (2) requiring the maintenance of any engineering controls on the Property, as covenants running with the land.

c. Within ninety (90) days after the Effective Date, record this Agreement and its Exhibits with the deed to the Property, in the Recorder of Deeds Office for Philadelphia County and index the Agreement with the deed, listing the Grantor and Buyer as Grantee; and simultaneously notify the Department in writing that it has completed this obligation and inform the Department of the Deed Book and Page where the Property deed and Agreement have been filed.

5. Buyer's Obligations. Buyer, or any successor to the Buyer, shall:

a. Use the Property only for commercial or industrial activity, excluding schools, nursing homes and other residential-style facilities and publicly-accessible recreational areas.

b. Maintain any engineering controls on the Property necessary to maintain an Act 2 standard.

c. Avoid disturbing subsurface strata and soils, except as may be necessary with respect to Construction and Development. If such disturbance is proposed as part of Buyer's development of the Property, Buyer shall, no less than thirty (30) days before beginning the disturbance, submit to the Department a work plan for management and disposal of disturbed subsurface strata and soils consistent with Pennsylvania environmental statutes and regulations. Thereafter, Buyer shall properly manage and dispose all subsurface strata and soils consistent with the work plan as approved by the Department.

d. The agreements by Buyer in Paragraphs 5.a., 5.b. and 5.c. are covenants running with the land and Buyer shall include these covenants in all deeds, leases and other instruments of conveyance of the Property.

e. Promptly notify the Department if there is any proposal to change the exposure patterns on which the remediation standard was based, as summarized in Paragraph L above, and take steps to assure that an Act 2 standard continues to be met.

f. Notify the Department when the Property has been purchased by the Buyer and provide to the Department, within ten (10) days of the transfer of title, a copy of the instrument used to transfer title, containing the covenants described in Paragraphs 4.b, 5.a., 5.b. and 5.c.

g. Develop and implement a health and safety plan to protect employees, on-site workers, and other persons visiting the Property from any contaminants they might encounter on the Property.

h. If Seller fails to complete the remediation by the date specified in Paragraph 4.a. or such later date as may be agreed between Sunoco and the Department, Buyer, within thirty (30) days after the date specified, shall submit to the Department a report evaluating the exposure risks created by the unfinished remediation and whether such risks are unacceptable to Buyer's employees and the public. If the Department determines that such risks are unacceptable, Buyer shall cease its activities at the Property until the exposure risks have been decreased to acceptable levels. However, nothing in this subparagraph shall prevent the Department from seeking to enforce the deadline for remediation specified in Paragraph 4.a. above.

i. In the event of any Release for which a prompt response is required, Buyer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, and any other law, immediately notify the Department of such release or threatened release

6. Covenant Not To Sue. Provided Buyer complies with the obligations in Paragraphs 5, 8, 9 and 10, and subject to the limitations set forth in Paragraphs 7 and 14, the Department hereby covenants not to sue or take any other civil or administrative action against Buyer or PES LLC for any and all civil liability for injunctive relief or reimbursement of response costs, including for damages for harm or injury to, destruction of, or loss of natural resources pursuant to the environmental laws of the Commonwealth listed in Paragraph A above with respect to the Identified Contamination and the Pre-Existing Contamination.

7. Reservation of Rights. With respect to any contamination on the Property not part of the Pre-Existing Contamination, including any material aggravation or exacerbation of Pre-Existing Contamination after Buyer assumes ownership of the Property, but only to the extent of such aggravation or exacerbation, the Department expressly reserves the right to require Buyer to remediate, to the extent required by law. For the avoidance of doubt, nothing herein precludes any relief against Sunoco, Inc., Sunoco, Inc. (R&M), or any other Affiliate of Sunoco, Inc., its

predecessors-in-interest, or successors-in-interest, under the authorities referenced herein, or any other authorities available to the Department with respect to the Pre-Existing Contamination. The Department reserves and the Agreement is without prejudice to all rights against PES R&M LLC or PES LLC with respect to any liability resulting from any Releases that occur on or after the Effective Date and that aggravate materially or exacerbate Pre-Existing Contamination, but only to the extent of such aggravation or exacerbation, in which case Buyer agrees to coordinate the remedial response with Seller. However, Buyer and Seller agree that the existence of a dispute between them about whether the contamination on the site is Pre-Existing Contamination shall not impede or delay the performance of any remediation, and that the Department shall not be required to intervene in any such dispute.

8. Non-Interference. Neither Seller nor Buyer shall interfere with the performance of the remedial obligations under this Agreement.

9. Non-Exacerbation. Neither Seller nor Buyer shall, by act or omission, materially exacerbate any contamination of the Property.

10. Access. Buyer shall allow Seller, the Department and their representatives reasonable access to the Property and shall issue internal work permits, where applicable during and after implementation of the Plan for purposes of remediation and of monitoring the progress and results thereof, including any institutional and engineering controls. The Seller and the Department will use their best efforts to minimize interference with Buyer's use of the Property, including any interference with Construction and Development. Buyer shall provide such information as is necessary to assist Seller in minimizing such interference. However, nothing in this Agreement shall limit the Department's statutory rights regarding access to the Property for any purpose, including but not limited to remediation of any remaining contamination.

11. Transferability.

a. Before this Agreement terminates pursuant to Paragraph 23 below, this Agreement shall be transferable by Buyer and/or PES LLC to any subsequent owner of the Property or any portion thereof ("Transferee") who did not cause or contribute to and is not otherwise liable for the Pre-Existing Contamination at the Property consistent with the terms set forth in this Paragraph 11.

b. If the Transferee is an Affiliate or subsidiary of Buyer and/or PES LLC, Buyer and/or PES LLC may assign or transfer this Agreement without the prior consent of the Department provided that Buyer and/or PES LLC, as applicable, provides written notice to the Department at least thirty (30) days in advance of the assignment or transfer pursuant to Paragraph 15 below.

c. Buyer and/or PES LLC may assign or transfer this Agreement to a Transferee not subject to subparagraph (b) immediately above provided that the Department approves the assignment or transfer in advance. With respect to assignments or transfers subject to this subparagraph (c), Buyer and/or PES LLC, as applicable, shall provide written notice to the Department requesting such approval at least thirty (30) days in advance of the contemplated assignment or transfer pursuant to Paragraph 15 below. The Department's approval of requests made pursuant to this subparagraph (c) shall not be unreasonably withheld, conditioned or delayed.

d. With respect to transfers or assignments made pursuant to either subparagraph (b) or (c) immediately above, the Transferee, before or at the closing for the Property or any portion thereof, shall agree in writing with the Department that the Transferee will be subject to the Buyer's Obligations in this Agreement with respect to any portion of the Property transferred. Buyer, or anyone who intends to transfer title to the Property or any portion thereof, shall provide a copy of this Agreement to the Transferee at least 30 days before the contemplated transfer and shall simultaneously inform the Department of such intent consistent with subparagraphs (b) and (c) above pursuant to Paragraph 15 below. The transfer of this Agreement by Buyer shall terminate its obligations under this Agreement with respect to any portion of the Property transferred.

e. In the event of such transfer in accordance with the terms of this Agreement, the Transferee shall be entitled to the benefits of the covenant not to sue provided in Paragraph 5 with respect to any portion of the Property transferred.

f. The Seller's duties and obligations under the Agreement shall not be modified, diminished, terminated or otherwise altered by the Buyer's transfer of any legal or equitable interest in the Property, or any part thereof.

12. Deed Acknowledgment. Seller or Buyer, as appropriate, shall include in any deed for the property an acknowledgment of hazardous substances and/or hazardous wastes on the property in accordance with Section 405 of the Solid Waste Management Act, 35 P.S. § 6018.405, and Section 512 of HSCA, 35 P.S. § 6020.512.

13. Effect of Agreement on Other Parties. Nothing in this Agreement is intended, nor shall be construed, to diminish or modify in any way the obligations with respect to the Property of any person or entity, other than the Parties to this Agreement, to the extent set forth in this Agreement.

14. Remedies.

a. In the event Seller or Buyer fails to comply with any provision of this Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department against the party in violation, including an action to enforce this Agreement.

b. The remedies provided by this paragraph are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy.

15. Correspondence With Department. All correspondence with the Department concerning this Agreement shall be addressed to:

Stephan Sinding
Environmental Cleanup Program Manager
Department of Environmental Protection
2 East Main Street
Norristown, PA 19401

16. Correspondence With Seller and Buyer. All correspondence with Seller concerning this Agreement shall be addressed to:

Arnie Dodderer
Chief Compliance Officer/Assistant General Counsel
Sunoco, Inc.
1735 Market Street
Suite LL -- 13th Floor
Philadelphia, PA 19103

All correspondence with Buyer concerning this Agreement shall be addressed to:

Philadelphia Energy Solutions Refining and Marketing LLC
3144 Passyunk Ave.
Philadelphia, PA 19145
Attn: Phillip L. Rinaldi

Seller and Buyer shall notify the Department whenever there is a change in the contact person's name, title or address. Service of any notice or any legal process for any purpose under this Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above addresses.

17. Provisions Not Severable. The provisions of this Agreement are not severable. If any provision or part hereof is declared invalid or unenforceable, or is set aside for any other reason, then the entire Agreement shall be void and of no force and effect between the Parties.

18. Entire Agreement. This Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

19. Modifications. No changes, additions, modifications or amendments of this Agreement shall be effective unless they are set out in writing and signed by the Parties.

20. Attorney Fees. The Parties agree to bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Agreement.

21. Execution of Agreement. This Agreement may be executed in counterparts.

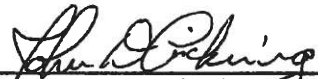
22. Titles. A title used at the beginning of any paragraph of this Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.


23. Termination. This Agreement shall terminate 40 days from approval of the Final Report submitted pursuant to Paragraph 4.a.(2) above.

24. Effective Date. This Agreement shall be effective consistent with the definition of "Effective Date" as set forth in subparagraph 3.d, except, however, this Agreement shall be null and void if the Buyer does not buy the Property within 90 days of execution of this Agreement.

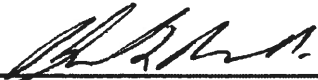
IN WITNESS WHEREOF, the Parties have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of the Seller and the Buyer certify under penalty of law, as provided by 18 Pa. C.S. Section 4904, that they are authorized to execute this Consent Order and Agreement on behalf of the Seller and the Buyer, respectively; that the Seller and the Buyer consent to the entry of this Consent Order and Agreement as a final Order of the Department; and that the Seller and the Buyer hereby knowingly waive any rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, , 35 P.S. §7514; the Administrative Agency Law, 2 Pa. C.S. §103(a) and Chapters 5A and 7A thereof; or any other provision of law.

FOR THE SELLER:

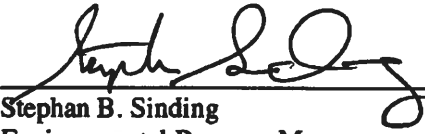

Name: John D. Pickering
Title: Responsible Corporate Official
President



Name: Arnold D. Dodderer
Title: Assistant General Counsel

FOR THE BUYER:


Name: Philip L. Rinaldi
Title: Chief Executive Officer

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:


Stephan B. Sinding
Environmental Program Manager
Environmental Cleanup Program

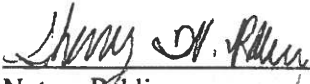

Wm. Stanley Sneath
Supervisory Counsel

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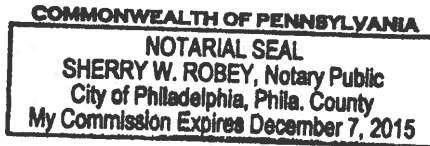
COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF PHILDELPHIA :

On this 14 day of August, 2012, before me, a Notary Public, the undersigned officer personally appeared, Arnold D. Dodderer, who acknowledged himself to be the Assistant General Counsel of Sunoco, Inc., a corporation, and that he as such Assistant General Counsel, being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing the name of the corporation by himself as Assistant General Counsel.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

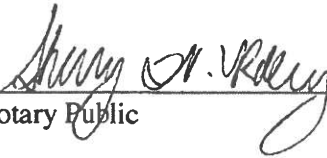


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COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF PHILADELPHIA :

On this 14 day of August, 2012, before me, a Notary Public, the undersigned officer personally appeared, Philip L. Rinaldi, who acknowledged himself to be the Chief Executive Officer of Philadelphia Energy Solutions Refining and Marketing LLC, a limited liability company, and that he as such Chief Executive Office, being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing the name of the limited liability company by himself as Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

