

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**GETTY PETROLEUM MARKETING INC., et al.,  
  
Reorganized Debtors.**

**Chapter 11**

**Case No. 11-15606 (SCC)**

**Jointly Administered**

**ORDER APPROVING SETTLEMENT OF  
CLAIMS FILED BY THE UNITED STATES ON BEHALF OF  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,  
THE UNITED STATES DEPARTMENT OF THE INTERIOR AND  
THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

Upon consideration of the *Liquidating Trustee's Motion, Pursuant to Rule 9019(a) of the Federal Rules of Bankruptcy Procedure, and Section 105(a) of the United States Bankruptcy Code, for Approval of Settlement of Claims Filed by the United States on Behalf of the United States Environmental Protection Agency, the United States Department of the Interior and the National Oceanic and Atmospheric Administration* (the "Motion"),<sup>1</sup> and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and all parties in interest; and it appearing that the notice of the Motion is sufficient, adequate, and timely under the circumstances of this case and that no other or further notice need be provided; and a reasonable opportunity to object or be heard regarding the Motion having been given to all parties; and a full and fair opportunity having been afforded to litigate all issues raised in all objections, or which might have been raised; and upon all of the proceedings before the Court; and after due deliberation and sufficient cause appearing therefor;

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<sup>1</sup> Capitalized terms herein not otherwise defined herein shall have the meaning ascribed to such terms in the Motion or the Settlement (as defined in the Motion).

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. The Settlement is the product of arm's length negotiations among the Parties and was negotiated, proposed and entered into by the Parties without collusion and in good faith;

B. The Settlement and the relief requested in the Motion and granted herein are fair and equitable and in the best interests of the Debtors, their estates, their creditors and all other parties in interest;

C. The Settlement falls within the range of reasonableness, is in the best interests of creditors, is supported by the Trustee, the Oversight Committee, and experienced and knowledgeable counsel after lengthy negotiations;

D. Without the Settlement, continued complex and protracted litigation is likely and the probability of a more favorable result for the Liquidating Trust and the creditors is uncertain;

E. The covenants not to sue granted in the Settlement are reasonable;

F. Each Party has the capacity to execute the Settlement as described in the Settlement Agreement attached to the Motion as Exhibit A;

G. Entry of this Order is a condition precedent to the effectiveness of the Settlement;

H. The legal and factual bases set forth in the Motion establish just cause for the relief requested in the Motion; and

I. The Settlement constitutes a judicially approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that GPMI, Getty Terminals, and the Liquidating Trust, on behalf of GPMI and Getty Terminals, are entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for "matters addressed" in the Settlement, as the term "matters addressed" is defined in paragraph 18 of the Settlement.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
THAT:**

1. The notice of the Motion was adequate, sufficient and in satisfaction of applicable law.

2. The Motion is granted in all respects.

3. The Settlement Agreement, attached to the Motion as Exhibit A, including all terms and conditions therein, is approved in all respects as fair, reasonable, and consistent with environmental law, and its terms incorporated by reference into this Order.

4. This Order, and the terms and conditions of the Settlement, shall be immediately effective. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, (i) the Parties are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, unless otherwise provided herein or in the Settlement and (ii) the Parties may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

5. The lack of any specific description or inclusion of any particular provision of the Settlement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Settlement Agreement be approved in its entirety.

6. In the event of any discrepancy between the Settlement and this Order, the terms of the Order shall govern.

7. This Court shall retain jurisdiction and authority to hear and determine any and all matters arising from, or relating to, the interpretation or implementation of the Settlement and this Order.

Dated: December 17, 2014  
New York, New York

/S/ Shelley C. Chapman  
HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE