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

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In re:	: Chapter 11
	: :
GETTY PETROLEUM MARKETING INC., et al.,	: Case No. 11-15606 (SCC)
	: :
Debtors.	: Jointly Administered
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**FIRST MODIFICATION TO FIRST AMENDED PLAN OF
LIQUIDATION OF GETTY PETROLEUM MARKETING INC., ET AL.**

The official creditors' committee appointed in the chapter 11 cases of Getty Petroleum Marketing Inc., *et al.* (the "Committee" of the "Debtors," respectively), hereby modifies its *First Amended Plan of Liquidation for Getty Petroleum Marketing Inc. and its Subsidiary Debtors Proposed by the Official Committee of Unsecured Creditors*, dated May 30, 2012 [Docket No. 509] (the "First Amended Plan"), pursuant to section 14.2 thereto. All defined terms used herein that are not defined herein shall have the meanings ascribed to such terms in the First Amended Plan.



1. The cover page of the First Amended Plan is hereby amended by deleting in the address line “399 Park Avenue, New York, New York 10022” and substituting therefore “7 World Trade Center, 250 Greenwich Street, New York, New York 10007”.

2. Article I of the First Amended Plan is hereby amended by adding the following new defined terms to section 1.2 in alphabetical order:

“Other Secured Claims” means a Secured Claim other than a Secured Claim (Day Pitney LLP), Secured Claim (Getty Properties Corp.), Secured Claim (LUKOIL North America LLC), Secured Claim (Surish Shiwcharan), Secured Claim (Tax Collector - Town of Brookfield), Secured Claim (Town of Yarmouth), Secured Claim (Water Pollution Control Authority), or Secured Claim (Wyomissing Area School District).

“Secured Claims (Day Pitney LLP)” means all Secured Claims of Day Pitney LLP.

“Secured Claims (Getty Properties Corp.)” means all Secured Claims of Getty Properties Corp.

“Secured Claims (LUKOIL North America LLC)” means all Secured Claims of LUKOIL North America LLC.

“Secured Claims (Surish Shiwcharan)” means all Secured Claims of Surish Shiwcharan.

“Secured Claims (Tax Collector - Town of Brookfield)” means all Secured Claims of the Tax Collector - Town of Brookfield.

“Secured Claims (Town of Yarmouth)” means all Secured Claims of the Town of Yarmouth.

“Secured Claims (Water Pollution Control Authority)” means all Secured Claims of the Water Pollution Control Authority.

“Secured Claims (Wyomissing Area School District)” means all Secured Claims of the Wyomissing Area School District.

3. Article I of the First Amended Plan is further hereby amended by deleting, in the definition of the term “Liquidating Trustees”, the words “Liquidating Trustees” and substituting therefore “Liquidating Trustee(s)”.

4. Section 1.5 of the First Amended Plan is amended by deleting the reference the “399 Park Avenue, New York, NY 10022” in the penultimate and final lines thereof and substituting therefore “7 World Trade Center, 250 Greenwich Street, New York, New York 10007”.

5. Section 3.5 of the First Amended Plan is amended by deleting the reference to “First Amended Plan” in the fourth and fifth lines thereof and substituting therefore “Liquidating”.

6. Sections 4.2, 4.3, 4.4, and 4.5 of the First Amended Plan are deleted in their entirety and replaced with the following new sections 4.2 through 4.13:

4.2 *Class 2A.* Class 2A consists of all Secured Claims (Day Pitney LLP).

4.3 *Class 2B.* Class 2B consists of all Secured Claims (Getty Properties Corp.).

4.4 *Class 2C.* Class 2C consists of all Secured Claims (LUKOIL North America LLC).

4.5 *Class 2D.* Class 2D consists of all Secured Claims (Surish Shiwcharan).

4.6 *Class 2E.* Class 2E consists of all Secured Claims (Tax Collector - Town of Brookfield).

4.7 *Class 2F.* Class 2F consists of all Secured Claims (Town of Yarmouth).

4.8 *Class 2G.* Class 2G consists of all Secured Claims (Water Pollution Control Authority).

4.9 *Class 2H.* Class 2H consists of all Secured Claims (Wyomissing Area School District).

4.10. *Class 2I.* Class 2I consists of all Other Secured Claims.

4.11. *Class 3.* Class 3 consists of all General Unsecured Claims.

4.12 *Class 4.* Class 4 consists of all Intercompany Claims.

4.13 *Class 5.* Class 5 consists of all Interests.

7. Section 5.1 of the First Amended Plan is amended by deleting the words “Class 2 (Secured Claims)” and inserting the following in lieu thereof:

Class 2A (Secured Claims (Day Pitney LLP)); Class 2B (Secured Claims (Getty Properties Corp.)); Class 2C (Secured Claims (LUKOIL North America LLC)); Class 2D (Secured Claims (Surish Shiwcharan)); Class 2E (Secured Claims (Tax Collector - Town of Brookfield)); Class 2F (Secured Claims (Town of Yarmouth)); Class 2G (Secured Claims (Water Pollution Control

Authority)); Class 2H (Secured Claims (Wyomissing Area School District)); Class 2I (Other Secured Claims).

8. Section 6.2 of the First Amended Plan is amended by deleting the words “*Class 2 (Secured Claims)*” in the heading and replacing them with the following new heading in lieu thereof:

Class 2A (Secured Claims (Day Pitney LLP)); Class 2B (Secured Claims (Getty Properties Corp.)); Class 2C (Secured Claims (LUKOIL North America LLC)); Class 2D (Secured Claims (Surish Shiwcharan)); Class 2E (Secured Claims (Tax Collector - Town of Brookfield)); Class 2F (Secured Claims (Town of Yarmouth)); Class 2G (Secured Claims (Water Pollution Control Authority)); Class 2H (Secured Claims (Wyomissing Area School District)); Class 2I (Other Secured Claims).

9. Section 8.1(a) of the First Amended Plan is amended by deleting the word “the” in the final line thereof.

10. Section 8.8(c) of the First Amended Plan is amended deleting the work “Clerk” in the fourth line thereof and substituting therefore “clerk”.

11. Section 10.2 of the First Amended Plan is amended by deleting the words “Disclosure Statement for the First Amended Plan” in the first sentence and inserting the following in lieu thereof:

motion seeking approval of solicitation procedures and the Disclosure Statement [Docket No. 402].

12. Section 11.6 of the First Amended Plan is deleted in its entirety and replaced with the following new section 11.6:

No Discharge of the Debtors. Notwithstanding any terms or provisions of the First Amended Plan to the contrary, the Debtors are not as a consequence of the confirmation of the First Amended Plan discharged or in any way released by any Person. Nothing in the First Amended Plan shall affect the obligations of any insurance companies which issued any liability or any other insurance to the Debtors, nor does the First Amended Plan (a) in any way limit or abrogate the rights of any Person or the rights of such Person’s subsidiaries, successors or assigns to seek the proceeds of entity or any other coverage to satisfy any settlement or judgment with or against the Debtors or (b) in any way limit or abrogate the rights of any Person, or the rights of such Person’s subsidiaries, successors or assigns, under any such insurance.

13. The introductory clause of Article XIII before section 13.1 is deleted in its entirety and replaced with the following:

Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court shall have jurisdiction over (including to the fullest extent permitted by 28 U.S.C. § 1334 to hear, and by 28 U.S.C. § 157 to determine) all matters arising under, in, out of, and related to, the Chapter 11 Cases, the First Amended Plan and the Liquidating Trust, including, among other things, the following matters:

14. Section 13.13 of the First Amended Plan is deleted in its entirety and replaced with the following new section 13.13:

to hear and determine all objections, suits or adversary proceedings to recover assets of the Debtors and property of the Estates (including, without limitation, prosecution of Debtor Claims), wherever located, including, without limitation, any claims, settlements or disputes involving, relating to or otherwise affecting insurance policies or coverage or payment of proceeds thereunder applicable to the Debtors or non-Debtor Affiliates or their respective present and former officers, directors, employees, agents, advisors, representatives or other similar parties, unless such insurance policies or related agreements contain binding arbitration provisions to the contrary.

15. Section 14.6 of the First Amended Plan is deleted in its entirety and replaced with the following new section 14.6:

Notices. Any notice required or permitted to be provided under the First Amended Plan shall be in writing and served by (a) certified mail, return receipt requested, (b) hand delivery, or (c) overnight delivery service, to be addressed as follows:

If to the Debtors:

Greenberg Traurig, LLP
200 Park Avenue
New York, New York 10166
Attention: John Bae, Esq.

If to the Liquidating Trustees:

Giuliano Miller & Company, LLC
Berlin Business Park
140 Bradford Drive
West Berlin, New Jersey 08091
Attention: Alfred T. Giuliano

with a copy to:

Getty Realty Corp.
125 Jericho Turnpike, Suite 103
Jericho, New York 11753
Attention: David B. Driscoll

If to Getty Realty:

Getty Realty Corp.
125 Jericho Turnpike, Suite 103
Jericho, New York 11753
Attention: Joshua Dicker, Esq., Senior Vice President & General Counsel

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Scott K. Charles, Esq.

If to the Committee:

Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
250 Greenwich Street
New York, New York 10007
Attention: Andrew N. Goldman, Esq.

If to the United States Trustee:

Office of the U.S. Trustee
33 Whitehall Street, 21st Floor
New York, New York 10004
Attention: Nazar Khodorovsky, Esq.

16. Except as specifically modified hereby, the First Amended Plan is not modified, amended or supplemented in any respect.

Respectfully submitted,

THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS

By: /s/ Alfred T. Giuliano

Name: Alfred T. Giuliano, as Chapter 7 Trustee for
Bionol Clearfield, LLC

Title: Chairperson of the Committee

Dated: August 9, 2012
New York, New York