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*Proposed Attorneys for Debtors
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : **Chapter 11**
:
WESTINGHOUSE ELECTRIC COMPANY : **Case No. 17-10751 (MEW)**
LLC, et al., :
:
:
Debtors.¹ : **(Jointly Administered)**
:
:
----- X

**NOTICE OF HEARING AND
MOTION OF DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING
DEBTORS TO SELL CERTAIN NONESSENTIAL ASSETS PURSUANT
TO THE PURCHASE AND SALE AGREEMENT WITH SUNOCO PIPELINE L.P.**

PLEASE TAKE NOTICE that a hearing on the annexed *Motion of Debtors*

Pursuant to 11 U.S.C. §§ 105(a) and 363 and Fed. R. Bankr. P. 2002 For Entry of an Order

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: Westinghouse Electric Company LLC (0933), CE Nuclear Power International, Inc. (8833), Fauske and Associates LLC (8538), Field Services, LLC (2550), Nuclear Technology Solutions LLC (1921), PaR Nuclear Holding Co., Inc. (7944), PaR Nuclear, Inc. (6586), PCI Energy Services LLC (9100), Shaw Global Services, LLC (0436), Shaw Nuclear Services, Inc. (6250), Stone & Webster Asia Inc. (1348), Stone & Webster Construction Inc. (1673), Stone & Webster International Inc. (1586), Stone & Webster Services LLC (5448), Toshiba Nuclear Energy Holdings (UK) Limited (N/A), TSB Nuclear Energy Services Inc. (2348), WEC Carolina Energy Solutions, Inc. (8735), WEC Carolina Energy Solutions, LLC (2002), WEC Engineering Services Inc. (6759), WEC Equipment & Machining Solutions, LLC (3135), WEC Specialty LLC (N/A), WEC Welding and Machining, LLC (8771), WECTEC Contractors Inc. (4168), WECTEC Global Project Services Inc. (8572), WECTEC LLC (6222), WECTEC Staffing Services LLC (4135), Westinghouse Energy Systems LLC (0328), Westinghouse Industry Products International Company LLC (3909), Westinghouse International Technology LLC (N/A), and Westinghouse Technology Licensing Company LLC (5961). The Debtors’ principal offices are located at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066.



Authorizing Debtors to Sell Certain Nonessential Assets Pursuant to the Purchase and Sale Agreement with Sunoco Pipeline L.P. dated May 1, 2017 (the “**Motion**”), of Westinghouse Electric Company LLC and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), seeking entry of an order authorizing the Debtors to sell certain nonessential assets, will be held before the Honorable Michael E. Wiles, United States Bankruptcy Judge, in Room 617 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 (the “**Bankruptcy Court**”), on **May 23, 2017 at 11 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections (the “**Objections**”) to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules, and shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and the *Order Pursuant to 11 U.S.C. §105(a) and Fed. R. Bankr. P. 1015(c), 2002(m), and 9007 Implementing Certain Notice and Case Management Procedures* [ECF No. 101] so as to be received no later than May 16, 2017 (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to Motion, the Debtors may, on or after the Objection Deadline, submit to the

Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard.

Dated: May 1, 2017
New York, New York

/s/ Robert J. Lemons

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

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In re :
 : **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, *et al.*, : **Case No. 17-10751 (MEW)**
 :
Debtors.¹ : **(Jointly Administered)**
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**MOTION OF DEBTORS
PURSUANT TO 11 U.S.C. §§ 105(a) AND 363 AND
FED. R. BANKR. P. 2002 FOR ENTRY OF AN ORDER AUTHORIZING
DEBTORS TO SELL CERTAIN NONESSENTIAL ASSETS PURSUANT
TO THE PURCHASE AND SALE AGREEMENT WITH SUNOCO PIPELINE L.P.**

TO THE HONORABLE MICHAEL E. WILES,
UNITED STATES BANKRUPTCY JUDGE:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: Westinghouse Electric Company LLC (0933), CE Nuclear Power International, Inc. (8833), Fauske and Associates LLC (8538), Field Services, LLC (2550), Nuclear Technology Solutions LLC (1921), PaR Nuclear Holding Co., Inc. (7944), PaR Nuclear, Inc. (6586), PCI Energy Services LLC (9100), Shaw Global Services, LLC (0436), Shaw Nuclear Services, Inc. (6250), Stone & Webster Asia Inc. (1348), Stone & Webster Construction Inc. (1673), Stone & Webster International Inc. (1586), Stone & Webster Services LLC (5448), Toshiba Nuclear Energy Holdings (UK) Limited (N/A), TSB Nuclear Energy Services Inc. (2348), WEC Carolina Energy Solutions, Inc. (8735), WEC Carolina Energy Solutions, LLC (2002), WEC Engineering Services Inc. (6759), WEC Equipment & Machining Solutions, LLC (3135), WEC Specialty LLC (N/A), WEC Welding and Machining, LLC (8771), WECTEC Contractors Inc. (4168), WECTEC Global Project Services Inc. (8572), WECTEC LLC (6222), WECTEC Staffing Services LLC (4135), Westinghouse Energy Systems LLC (0328), Westinghouse Industry Products International Company LLC (3909), Westinghouse International Technology LLC (N/A), and Westinghouse Technology Licensing Company LLC (5961). The Debtors’ principal offices are located at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066.

Westinghouse Electric Company LLC (“**WEC LLC**”) and certain debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) respectfully represent as follows in support of this motion (the “**Motion**”):

Background

1. On March 29, 2017 (the “**Petition Date**”), each Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases.

2. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. On April 7, 2017, the United States Trustee for Region 2 appointed the Official Committee of Unsecured Creditors pursuant to section 1102 of the Bankruptcy Code.

4. Additional information regarding the Debtors’ business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Lisa J. Donahue Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York*, sworn to and filed on the Petition Date [ECF No. 4].

Jurisdiction

5. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

6. By this Motion, pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rule 2002, the Debtors requests entry of an order authorizing the Debtors to sell real property located in Derry Township, Westmoreland County, Pennsylvania, pursuant to that certain Purchase and Sale Agreement by and between Westinghouse Electric Company LLC and Sunoco Pipeline L.P. (“**Sunoco**”) dated January 26, 2017 (the “**Sunoco Agreement**,” or the “**Agreement**,” and the transaction set forth therein, the “**Sunoco Transaction**,” or the “**Transaction**”).

7. The Sunoco Transaction relates to the disposition of real estate that is not material to the Debtors’ ongoing operations. In addition, the Debtors believe that the terms and provisions of the Sunoco Agreement are reasonable and that the consideration they are receiving in connection therewith represent a fair value for the Property (as defined herein) they are transferring.

8. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “**Proposed Order**”).

The Sunoco Transaction

9. The Debtors propose to consummate the Sunoco Transaction pursuant to the Sunoco Agreement. A copy of the Sunoco Agreement is annexed hereto as **Exhibit B**. WEC LLC owns 246.8395 acres of land situated in Derry Township, Westmoreland County Pennsylvania (the “**Blairsville Property**” or the “**Parcel**”). Pursuant to the Agreement, the Debtors will sell approximately 72.2 acres of undeveloped land on the Blairsville Property to Sunoco for approximately \$920,550. The Property is not a core asset of the Debtors’ estates, and is not material to the Debtors’ ongoing operations or revenue-generating capacity.

10. Sunoco is interested in acquiring the Property to install segments of the Mariner II and Mariner III liquefied natural gas pipelines (the “**Pipelines**”). After it was determined that Sunoco could not expand an existing easement to allow for the installation of the Pipelines, Sunoco and the Debtors engaged in a series of negotiations for the sale of the Property but could not come to an agreement. On April 1, 2016 Sunoco filed a notice of condemnation in Westmoreland County, Pennsylvania, indicating that it was exercising its power of eminent domain pursuant to Section 1511 of Title 15 of the Pennsylvania Consolidated Statutes to condemn the Property (the “**Condemnation Notice**”). A copy of the Condemnation Notice is attached hereto as **Exhibit C**. Shortly thereafter, Debtors retained outside counsel and engaged in further negotiations with Sunoco, culminating in the current Agreement whereby the Debtors agree to sell the Property to Sunoco in lieu of condemnation while retaining all oil gas and/or mineral rights and leases in the Property.

11. A summary of the salient terms of the Sunoco Agreement is set forth below.²

- a. Seller agrees to sell and convey to Purchaser in lieu of condemnation, and Purchaser agrees to purchase from Seller in lieu of condemnation, for the purchase price set forth below and on the terms and conditions set forth in this Agreement all of the following:
 - (i) A portion of the Parcel containing 72.2 +/-acres located in Derry Township, Westmoreland County, Pennsylvania, which portion of land is more particularly depicted on the draft survey attached as Exhibit “A” to the Sunoco Agreement, together with all rights, easements and interests appurtenant thereto including, but not limited to, any streets or other public ways adjacent to said tract or parcel (the “**Property**”).
 - (ii) Excepting and reserving therefrom, unto the Seller, for itself and its successors and assigns, all oil, gas and/or mineral rights, estates and

² This summary of the terms of the Sunoco Agreement is qualified in its entirety by reference to the specific provisions of the Sunoco Agreement. Unless otherwise defined herein, capitalized terms used in this summary shall have the meanings ascribed to such terms in the Sunoco Agreement.

interests in, to, under or relating or appurtenant to the Property and all oil gas and minerals underlying the Property together with all rights incident to the extraction or development of oil, gas and minerals underlying the Property (“**OGM Rights**”), all right, title and interest in and to all oil, gas and mineral leases as lessor (the “**Mineral Leases**”) thereunder, and the right of ingress, egress and regress on, over, to and from the Property, and the right to the reasonable use of the surface of the Property for the exploration, production, development and/or transmission of OGM Rights from the Property, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Property. The location of wells, pipelines, buildings and other improvements proposed in connection with the development of OGM Rights shall be subject to Grantee’s prior written approval, which approval Grantee, for itself and its successors and assigns, shall not unreasonably withhold, condition or delay, and shall not materially interfere with existing roads, lines, gas wells, easements or other uses on the Property.

- b. The total purchase price to be paid to Seller by Purchaser shall be an amount equal to \$12,750.00 per acre as determined by an ALTA survey provided by Sunoco prior to closing (the “**Purchase Price**”), plus or minus proration’s provided in the Agreement, if any.
- c. The purchase and sale shall be consummated at a closing (“**Closing**”) to take place by mail or at the offices of a title company chosen by Purchaser (the “**Title Company**”). The Closing shall occur on or before the date which is five (5) days after the subdivision (as defined in Section 8.3 below) has received final approval from all municipal, county and other governmental agencies, has been fully executed and is in recordable form, or as otherwise agreed by the parties (the “**Closing Date**”). Seller and Purchaser acknowledge that the parties intend to close the transactions contemplated by the Agreement on or before March 30, 2017, subject to Subdivision Approval pursuant to this Section 3 and Section 8.3 of the Sunoco Agreement.
- d. In the event the Closing Date is extended beyond March 30, 2017 as a result of the Subdivision Approval not yet having been obtained as hereafter provided in paragraph 8.3, Purchaser shall have the option: (i) upon ten (10) days prior written notice to Seller accompanied by copies of all drawings and specifications in connection with the construction of the proposed pipeline; and, (ii) depositing 50 percent of the remainder of the Purchase Price with the Title Company to access the Property for the purpose of beginning construction on its planned pipeline project. In the event Purchaser exercises its option as aforesaid, the Access Agreement shall be automatically reinstated and paragraphs 4, 6, 7, 10, 11, 12, 14, 15, 17, 18, 19, 20, 21, 22 and 24 thereof shall be applicable to Purchaser’s

construction of its proposed pipeline. Purchaser shall not go onto the Property or commence construction until it has provided Seller with the evidence of insurance required by paragraph 6 of the Access Agreement. Upon such an event, the amount of the Purchase Price which is being held in escrow by the Title Company shall be immediately non-refundable.

- e. Not later than two (2) business days after the execution and delivery of this Agreement by Purchaser and Seller, Purchaser shall deposit, as its earnest money deposit, the sum of \$150,000.00 (the “**Initial Deposit**”) with the Title Company pursuant to escrow instructions in the form attached as Exhibit “B” (the “**Deposit**”). Except as otherwise expressly set forth herein, the Deposit shall be applied against the Purchase Price at Closing.

Relief Requested Should Be Granted

12. For the reasons set forth herein, this Court should approve the Sunoco Transaction.

I. Approval of the Sunoco Transaction is Warranted

A. The Sunoco Transaction is an Exercise of the Debtors’ Sound Business Judgment

13. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). In order to approve the sale of property outside the ordinary course of business, a Bankruptcy Court must “find from the evidence presented before him at the hearing a good business reason to grant such an application.” *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983); *see also In re Chateaugay Corp.*, 973 F.2d 141, 144–45 (2d Cir. 1992) (affirming that the Bankruptcy Court correctly approved an asset sale under 363(b) using the “good business reason” standard); *In re Borders Grp., Inc.*, 453 B.R. 477, 482 (Bankr. S.D.N.Y. 2011) (“a debtor often satisfies the business judgment standard if ‘the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.’”) (quoting *In*

re Integrated Res., Inc., 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992)); *In re MF Glob. Ltd.*, 535 B.R. 596, 605 (Bankr. S.D.N.Y. 2015) (“The business judgment of a trustee is entitled to great deference.”).

14. Section 105 of the Bankruptcy Code provides, in relevant part, that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

15. The Debtors’ decision to enter into the Sunoco Agreement and consummate the Sunoco Transaction is an exercise of sound business judgment. As discussed, the Property to be sold is a not core business asset and not material to the Debtors’ ongoing business operations. The Transaction is the result of an arms-length negotiation between Sunoco and the Debtors. Indeed, the Debtors have turned down prior offers from Sunoco for less than the current Purchase Price and believe that the price of \$12,750 per acre as well as the terms and provisions of the Agreement are fair and reasonable. Moreover, consummating the Transaction will allow the Debtors to avoid contesting the Condemnation Notice filed by Sonoco in Westmoreland County, Pennsylvania and lead to a value-maximizing sale. Therefore, there is a good business reason to approve the Transaction as the Debtors acted on an informed basis, in good faith, and with the honest belief that the sale of the Property is in the best interests of the estate.

B. The Private Sale of the Assets are Warranted Under the Circumstances

16. Bankruptcy Rule 6004(f)(1) provides that “[a]ll sales not in the ordinary course of business may be by private sale or by public auction.” Courts allow chapter 11 debtors to sell assets outside the ordinary course of business by private sale when the debtors demonstrate that the sale is permissible pursuant to section 363(b) of the Bankruptcy Code. *See*,

e.g., In re Dewey & Leboeuf LLP, No. 12-12321 (MG), 2012 Bankr. LEXIS 5116, at *17 (Bankr. S.D.N.Y. Nov. 1, 2012) (holding that “the Debtor has established a good business reason,” pursuant to section 363(b), to sell its artwork through a private auction to save costs, reduce delay, and maximize the sale price); *In re MF Glob. Ltd.*, 535 B.R. at 605-06, 608 (approving the private sale to a buyer already familiar with the debtors’ assets as an exercise of “sound business judgment” under section 363(b)).

17. The Debtors’ decision to pursue a private sale of the Property represents a sound exercise of their business judgment. As stated, the Debtors have negotiated in good faith and at arm’s length with Sunoco, and the Debtors believe that the terms are fair and the price they are receiving for the Property is fair and reasonable. Further, a public auction would not be practical in these circumstances given that the Property is being sold specifically to Sunoco for the purpose of installing the Mariner II and III Pipelines in lieu of condemnation. Therefore, there is a good business reason to sell the Property through a private sale to Sunoco rather than a public auction.

C. The Sale of the Assets Free and Clear of Liens are Warranted Under Section 363(f)

18. Pursuant to section 363(f) of the Bankruptcy Code, a debtor may sell property under section 363(b) free and clear of any liens, claims, encumbrances, and other interests of an entity other than the estate if one of the following conditions is satisfied: (i) applicable nonbankruptcy law permits the sale of such property free and clear of such interest; (ii) such entity consents; (iii) the interest is a lien and the sales price of the property exceeds the value of all liens on the property; (iv) the interest is in bona fide dispute; or (v) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. 11 U.S.C. § 363(f)(1)-(5). Section 363(f) is stated in the disjunctive; therefore, it

is only necessary to meet one of the five conditions listed in that section when selling property of the estate. *See In re Borders Grp., Inc.*, 453 B.R. at 483–84 (noting that the debtor can sell its property “free and clear of any interest” if “at least one” of the five conditions under section 363(f) is met); *see also In re MF Glob. Inc.*, 467 B.R. 726, 730 (Bankr. S.D.N.Y. 2012) (“Satisfaction of any of those requirements [of section 363(f)(1)-(5)] suffices to permit the sale of the property free and clear of liens and interests.”).

19. The Property to be sold pursuant to the Sunoco Transaction is subject to that certain Debtor-in-Possession Credit Agreement, among the Debtors as borrower, and certain affiliates of Apollo Global Management, LLC (“**Apollo**”), as lender, and Citibank N.A. as administrative agent, and the Debtors will obtain any consents required thereunder. Moreover, the Debtors ran a title search on February 6, 2017 which showed no other liens, claims, encumbrances, or other interests of an entity other than the estate in the Property. Nevertheless, with respect to parties that could possibly have liens on the Property, the Debtors believe that they satisfy one or more of the conditions set forth in 363(f). More specifically, that the holders of any liens could be compelled in a legal or equitable proceeding to accept a monetary satisfaction for such lien. Accordingly, the sale of the assets free and clear of liens satisfies the statutory prerequisites of section 363(f) of the Bankruptcy Code.

D. Sunoco Should Be Entitled to the Protections of Section 363(m)

20. Section 363(m) of the Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). The Second Circuit has observed, “[a]lthough the Bankruptcy Code does not define the meaning of ‘good-faith purchaser,’ . . . most courts have adopted a traditional equitable definition: ‘one who purchases the assets for value, in good faith and without notice of adverse claims.’” *Licensing by Paolo v. Sinatra (In re Gucci)*, 126 F.3d 380, 390 (2d Cir. 1997) (internal citations omitted). Moreover, “[a] purchaser’s good faith is lost by ‘fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.’” *Id.* The Debtors believe that Sunoco is a good faith purchaser for value and, as such, is entitled to the protections afforded to such purchaser under section 363(m) of the Bankruptcy Code and has otherwise acted in good faith in connection with the Sunoco Transaction. Specifically, (a) Sunoco is not an “insider” of the Debtors, as that term is defined in the Bankruptcy Code, (b) the Sunoco Agreement was negotiated at arm’s length and in good faith, and at all times each of Sunoco and the Debtors were represented by competent counsel of their choosing, (c) Sunoco did not in any way induce or cause the filing of the Debtors’ chapter 11 cases, (d) the consideration to be paid by Sunoco pursuant to the Sunoco Agreement is fair and reasonable, and (e) the Sunoco Agreement is not the result of fraud or collusion. Neither the Debtors nor Sunoco have engaged in any conduct that would cause or permit the Sunoco Transaction to be avoided or result in the imposition of any costs or damages under section 363(n) of the Bankruptcy Code. Accordingly, the Debtors believe Sunoco is entitled to the protections of Section 363(m) of the Bankruptcy Code.

Waiver of Bankruptcy Rules 6004(a) and (h)

21. To implement the requested relief successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). Sunoco

intends to proceed as expeditiously as practicable, and the Debtors believe that, in order to maximize value and avoid unnecessarily disrupting the installation of the Mariner II and III Pipelines, the Sunoco Transaction should be consummated without further delay.

Notice

22. Notice of this Motion will be provided in accordance with the *Order Pursuant to 11 U.S.C. §105(a) and Fed. R. Bankr. P. 1015(c), 2002(m), and 9007 Implementing Certain Notice and Case Management Procedures* [ECF No. 101]. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

23. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: May 1, 2017
New York, New York

/s/ Robert J. Lemons

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*Proposed Attorneys for Debtors
and Debtors in Possession*

Exhibit A

Proposed Order

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

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In re :
 : **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, et al., : **Case No. 17-10751 (MEW)**
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Debtors.¹ : **(Jointly Administered)**
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**ORDER PURSUANT TO 11 U.S.C. §§ 105(a)
AND 363 AND FED. R. BANKR. P. 2002 AUTHORIZING
DEBTORS TO SELL CERTAIN NONESSENTIAL ASSETS PURSUANT
TO THE PURCHASE AND SALE AGREEMENT WITH SUNOCO PIPELINE L.P.**

Upon the motion (the “**Motion**”),² dated May 1, 2017, of Westinghouse Electric Company LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rule 2002, for an order authorizing the Debtors to enter into and consummate the Sunoco Transaction, all as more fully set forth in the Motion; 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 Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core

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² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and the Court having reviewed the Motion; and the Court having held a hearing on May 23, 2017; and all objections to the Motion, if any, having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is,

IT IS HEREBY ORDERED THAT:

ORDERED that the Motion is granted as set forth herein; and it is further

ORDERED that the Debtors are authorized to enter into the Sunoco Transaction and take all reasonable and necessary steps to consummate the Transaction on the terms and conditions set forth in the Sunoco Agreement, subject to the terms and conditions of that certain Debtor-in-Possession Credit Agreement, among the Debtors as borrower, and Apollo as lender; and it is further

ORDERED that all liens on the Debtors' assets that are subject to the Transactions shall attach to the proceeds thereof with the same priority existing prior to the consummation of the Transaction; and it is further

ORDERED that the counterparties to the Transaction shall be entitled to the protections of section 363(m) of the Bankruptcy Code; and it is further

ORDERED that with respect to the Transaction consummated pursuant to this Order, this Order shall be sole and sufficient evidence of the transfer of title to any particular

purchaser, and the Transaction consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the Transaction; and it is further

ORDERED that under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a); and it is further

ORDERED that notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Debtors are authorized to take all action necessary to the relief granted in this Order; and it is further

ORDERED that nothing contained in the Motion or this Order, nor any payment made pursuant to this Order, shall be dispositive with respect to any future allocation of responsibility between and among Debtors and non-Debtors for such payment, and all rights with respect thereto are expressly reserved by the statutory committee of unsecured claimholders appointed in the Debtors' cases; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2017
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Exhibit B

The Sunoco Agreement

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into as of this 26th day of January, 2017 (the "Contract Date") by and between **WESTINGHOUSE ELECTRIC COMPANY LLC**, a Delaware limited liability company ("Seller"), and **SUNOCO PIPELINE L.P.**, a Texas limited partnership, ("Purchaser").

WHEREAS, Seller owns fee simple the title to approximately 246.8395 acres of land situate in Derry Township, Westmoreland County, Pennsylvania (the "Parcel"), having an address of 559 Westinghouse Road, Blairsville, Pennsylvania, 15717, and identified as tax parcel number 45-06-00-0-001-00-0, which Parcel includes the Property (as hereinafter defined);

WHEREAS, Seller desires to sell and Purchaser desires to purchase from Seller the Property (as hereinafter defined);

WHEREAS, Seller and Purchaser entered into that certain Facility Access Agreement with an effective date of September 4, 2015 (the "Access Agreement") pursuant to which Seller granted Purchaser the right of access to a portion of the Property to conduct an inspection and certain other diligence related to the Property from the effective date of the Access Agreement through a date three (3) months thereafter; and,

WHEREAS, pursuant to the Access Agreement, Purchaser conducted an inspection of the Property including, but not limited to, an environmental assessment of the Property.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, and in consideration of the foregoing and of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, covenant and agree as follows:

I. SALE.

Seller agrees to sell and convey to Purchaser in lieu of condemnation, and Purchaser agrees to purchase from Seller in lieu of condemnation, for the purchase price set forth below and on the terms and conditions set forth in this Agreement, all of the following:

(a) A portion of the Parcel containing 72.2 +/- acres located in Derry Township, Westmoreland County, Pennsylvania, which portion of land is more particularly depicted on the draft survey attached hereto as Exhibit "A" and made a part hereof, together with all rights, easements and interests appurtenant thereto including, but not limited to, any streets or other public ways adjacent to said trace or parcel (the property in this Section 1(a) being hereinafter referred to as the "Property").

EXCEPTING AND RESERVING THEREFROM, unto the Seller, for itself and its successors and assigns, all oil, gas and/or mineral rights, estates and interests in, to, under or relating or appurtenant to the Property and all oil, gas and minerals underlying the Property together with all rights incident to the extraction or development of oil, gas and minerals underlying the Property ("OGM Rights"), all right, title and interest in and to all oil, gas and mineral leases as lessor (the

“Mineral Leases”) thereunder, and the right of ingress, egress and regress on, over, to and from the Property, and the right to the reasonable use of the surface of the Property for the exploration, production, development and/or transmission of OGM Rights from the Property, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Property. The location of wells, pipelines, buildings and other improvements proposed in connection with the development of OGM Rights shall be subject to Grantee’s prior written approval, which approval Grantee, for itself and its successors and assigns, shall not unreasonably withhold, condition or delay, and shall not materially interfere with existing roads, lines, gas wells, easements or other uses on the Property.

FURTHER, the conveyance of the Property shall be subject to restrictions on use of the Property which shall be covenants running with the land as follows:

“The following are strictly prohibited on the Property:

- (a) surface coal, mineral, oil and gas extraction, and operations (except for those operations related to pipelines or contemplated by the OGM Rights and Mineral Leases) related thereto, to avoid the possibility of undermining structures or of unsightly exploitation of underground resources;
- (b) dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, junk and scrap yards, automobile used parts and/or dismantling operations, in each case, except as is incidental to the use, operation and ownership of the Property in a manner which is contained within an enclosed facility and does not result in noxious odors, fumes, vibration, noise or heat emitting from the Property;
- (c) any and all uses of groundwater at the Property;
- (d) except for those operations related to pipelines, any use of any portion of the Property containing or found to contain Hazardous Substances which means substances defined as “hazardous substances,” “toxic substances,” and/or “regulated substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., and any other laws, statutes, rules, and/or regulations relating to protection of human health or the environment (collectively, “Environmental Laws”), and shall also include asbestos and any asbestos-containing materials, whether such asbestos is in a friable or non-friable state ; and
- (e) any use which generates noxious emissions of fly ash, dust, dirt, fumes, vapors or gases into the atmosphere that would cause any damage to the public health or property, except for those operations related to pipelines.

FURTHER, as of the date of the deed/plot plan recording, the property/subdivision described herein is and shall be dedicated for the express purpose of non-developed use. No portion of this property/subdivision is approved by Derry Township or the Department of Environmental Protection (DEP) for the installation of any sewage disposal facility. No permit will be issued for the installation, construction, connection to or use of any sewage collection, conveyance, treatment or disposal system (except for repairs to existing systems) unless the municipality and DEP have both approved sewage facilities planning for the property/subdivision described herein in accordance with the Pennsylvania Sewage Facilities Act (35 P.S. §750.1 et seq.) (Act) and regulations promulgated thereunder. Prior to signing, executing, implementing or recording any sales contract or subdivision plan, any purchaser or subdivider of any portion of this property should contact appropriate officials of Derry Township, who are charged with administering the Act to determine the form of sewage facilities planning required and the procedure and requirements for obtaining appropriate permits or approvals.”

2. PURCHASE PRICE.

The total purchase price to be paid to Seller by Purchaser for the Property shall be an amount equal to \$12,750.00 per acre as determined by an ALTA survey provided by Purchaser prior to Closing (the “Purchase Price”), plus or minus proration as hereinafter provided, if any.

3. CLOSING.

(a) The purchase and sale contemplated herein shall be consummated at a closing (“Closing”) to take place by mail or at the offices of a title company chosen by Purchaser (the “Title Company”). The Closing shall occur on or before the date which is five (5) days after the subdivision (as defined in Section 8.3 below) has received final approval from all municipal, county and other governmental agencies, has been fully executed and is in recordable form, or as otherwise agreed by the parties (the “Closing Date”). Seller and Purchaser acknowledge that the parties intend to close the transactions contemplated by this Agreement on or before March 30, 2017, subject to Subdivision Approval pursuant to this Section 3 and Section 8.3 below.

(b) In the event the Closing Date is extended beyond March 30, 2017 as a result of the Subdivision Approval not yet having been obtained as hereafter provided in paragraph 8.3, Purchaser shall have the option: (i) upon ten (10) days prior written notice to Seller accompanied by copies of all drawings and specifications in connection with the construction of the proposed pipeline; and, (ii) depositing fifty percent (50%) of the remainder of the Purchase Price with the Title Company to access the Property for the purpose of beginning construction on its planned pipeline project. In the event Purchaser exercises its option as aforesaid, the Access Agreement shall be automatically reinstated and paragraphs 4, 6, 7, 10, 11, 12, 14, 15, 17, 18, 19, 20, 21, 22 and 24 thereof shall be applicable to Purchaser’s construction of its proposed pipeline. Purchaser shall not go onto the Property or commence construction until it has provided Seller with the evidence of insurance required by paragraph 6 of the Access Agreement. Upon such an event, the

amount of the Purchase Price which is being held in escrow by the Title Company shall be immediately non-refundable.

4. DEPOSIT.

Not later than two (2) business days after the execution and delivery of this Agreement by Purchaser and Seller, Purchaser shall deposit, as its earnest money deposit, the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) (the "Initial Deposit") with the Title Company pursuant to escrow instructions in the form attached hereto as Exhibit "B" (the "Deposit"). Except as otherwise expressly set forth herein, the Deposit shall be applied against the Purchase Price at Closing.

5. ACCESS AGREEMENT. INTENTIONALLY DELETED

6. SELLER'S REPRESENTATIONS.

6.1 Seller's Representations. Seller represents and warrants to Purchaser that the following matters are true as of the Contract Date in all material respects except as may otherwise be provided in the Documents.

(a) Litigation. Seller has not received written notice of any pending or threatened action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding against Seller or the Property that, if such litigation or proceedings were to result in a final determination against Seller or the Property, would result in a lien upon the Property, or would materially affect the validity or enforceability of this Agreement or the performance of Seller under this Agreement.

(b) United States Person. Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "Entity Transferor" certification at Closing. Seller and Seller's members are not a "blocked person" and are not on any specially designated nationals list ("SDN List").

(c) Condemnation. Seller has not received any written notice of any pending or contemplated condemnation or other governmental taking proceedings affecting all or any part of the Property other than the Declaration of Taking filed by Purchaser in the Court of Common Pleas of Westmoreland County, Pennsylvania at No. 1551 of 2016.

(d) Due Authorization; Conflict. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business in and is in good standing under the laws of the Commonwealth of Pennsylvania. Seller has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement, the Access Agreement and each of the other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto, and has taken, or will take prior to Closing, all necessary action to authorize the execution, delivery and performance of this Agreement and such other agreements, instruments and documents. The

individuals who executed the Access Agreement and are executing this Agreement and all other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. The execution and delivery of, and consummation of the transactions contemplated by this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Seller is now party or by which it is bound, or any order, rule or regulation of any court or other governmental agency or official.

(e) Enforceability. Each of this Agreement and the Access Agreement has been, and each and all of the other agreements, instruments and documents herein required to be made by Seller pursuant hereto have been, or on the Closing Date, will have been executed by or on behalf of Seller, and when so executed, are and shall be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(f) Claims. Seller is not aware of any pending notice of a claim of uncorrected violations of zoning, subdivision, environmental, building, safety, fire or other legal requirements relating to the Property.

(g) Sewage Facility Notice. Purchaser is hereby advised that there is no currently existing community sewage system available to the Property, and that a permit for an individual sewage system will have to be obtained from the appropriate local agency which administers the Pennsylvania Facilities Act before signing this Agreement to determine the procedures and requirements for obtaining a permit for an individual sewage system.

(h) Environmental. Seller has no knowledge of any underground storage tanks having been located on or under the Property. With respect to the Property, Seller has received no notice of any complaint or investigation from any local, state or federal government or agency thereof in regard to any nuisance or any possible violations of applicable law, rule or regulation pertaining to Hazardous Materials (defined below) or toxic substances or otherwise pertaining to the protection of the air, water, ground water or soil. Neither Seller nor to Seller's knowledge, any other party has used, stored or disposed of, or made any contracts or arrangements for the usage, storage or disposal of any Hazardous Materials in, under or on the Property. Seller has not used any portion of the Property for manufacturing or industrial purposes. "Hazardous Materials" means substances defined as "hazardous substances," "toxic substances," and/or "regulated substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., and any other laws, statutes, rules, and/or regulations relating to protection of human health or the environment (collectively, "Environmental Laws"), and shall also include

asbestos and any asbestos-containing materials, whether such asbestos is in a friable or non-friable state.

(i) Property Agreements. Except for the recorded and unrecorded agreements, contracts, leases or documents (the "Existing Agreements") set forth in the Special Warranty Deed attached hereto as Exhibit "C", to Seller's knowledge, there are no agreements, contracts, leases, warranties or other documents affecting the Property that will, from and after the Closing Date, be binding upon the Purchaser or the Property or create any monetary or other obligations to be borne by Purchaser or which will result in any lien or claim against the Purchaser or Property.

(j) Not Bulk Sale. The value of the Property constitutes less than fifty percent (50%) of the total value of all assets owned by Seller.

6.2 Seller's Knowledge. All reference in this Agreement to "Seller's knowledge", "Seller's actual knowledge" or words of similar import shall refer only to the actual (as opposed to deemed, imputed or constructive) knowledge of, A. Ron Lewis, Director of Global Real Estate and Facilities, Todd Brosko, Operations Manager, and Brian Jones, Manager EHS and Continuous Improvement – Specialty Metals Plant, without inquiry and, notwithstanding any fact or circumstance to the contrary, shall not be construed to refer to the knowledge of any other person or entity.

6.3 Survival. The representations and warranties of Seller to Purchaser contained in Section 6.1 hereof, shall survive the Closing Date and delivery of the Deed for a period of one year from Closing Date.

6.4 Seller's Covenants. Seller hereby covenants with Purchaser as follows:

(a) From the Contract Date hereof until the Closing or earlier termination of this Agreement, Seller shall use reasonable and good faith efforts to maintain the Property in a manner generally consistent with the manner in which Seller has maintained the Property prior to the date hereof.

(b) Seller shall not enter into any material lease, license, occupancy agreement, management agreement or any other contract agreement affecting the Property after the Contract Date (i) without Purchaser's prior written consent, which consent Purchaser may withhold in its reasonable discretion or (ii) which cannot be terminated by Purchaser at Closing.

(c) Seller shall notify Purchaser of any of the following matters about which Seller receives written notice of or that occur at any time from and after the Contract Date and continuing until the Closing or earlier termination of this Agreement: (i) litigation commenced by Seller with respect to the Property, or litigation of which Seller has received written notice commenced or threatened against Seller with respect to the Property; (ii) written notices of condemnation proceedings commenced or threatened against all or any portion of the Property received by Seller; (iii) casualty losses to the Property; (iv) written notices of violations,

complaints or investigations regarding Hazardous Materials at, on or under the Property; and, (v) releases of Hazardous Substances at the Property.

(d) Seller covenants and agrees to cooperate with Purchaser in respect of Purchaser's application for and obtaining preliminary and final Subdivision Approval from the applicable governmental agencies with jurisdiction over subdivision of the Parcel so as to create the Property.

6.5 Indemnification.

(a) Seller agrees to indemnify and save and hold harmless Purchaser and defend Purchaser of and from any claims, demands, actions or causes of action or loss incurred by Purchaser by reason of the fact that a Seller's representation set forth in Section 6.1 proves to be incorrect. This provision shall survive Closing and delivery of the deed for a period of one year from the Closing Date.

(b) Seller agrees to indemnify and save and hold harmless Purchaser, its successors, and assigns (collectively, the "Purchaser Indemnified Parties") and defend Purchaser Indemnified Parties of and from any claims, demands, actions, causes of action, losses, costs, expenses, response costs, penalties, and/or fines relating to any cleanup, remediation, investigation, and/or characterization of Hazardous Substances (as defined in Section 6.1(h) herein) on, at, in, under, or emanating from the Property, but only to the extent that (i) such Hazardous Substances emanated from the Parcel (other than the Property) post-Closing, (ii) such Hazardous Substances are present in, at, on, under, or emanating from the Property in concentrations and/or quantities that exceed the Statewide Health Standards established pursuant to the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.101 *et seq.*, and the regulations and enforceable guidance established thereunder (collectively, "Act 2"), any successor cleanup statute to Act 2, and/or any cleanup standard established by the United State Environmental Protection Agency under any Environmental Laws (as defined in Section 6.1(h) herein), and (iii) Purchaser notifies Seller of the presence of Hazardous Substances within five (5) business days after Purchaser obtains knowledge of their presence on, at, in, under or emanating from the Property. This Section 6.5(b) shall survive Closing.

7. PURCHASER'S COVENANTS AND REPRESENTATIONS.

Effective as of the execution of this Agreement, Purchaser hereby covenants with Seller, and represents and warrants to Seller, as follows:

7.1 **Formation and Status.** Purchaser is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Texas.

7.2 **Due Authorization.** Purchaser has full power to execute, deliver and carry out the terms and provisions of this Agreement, the Access Agreement and each of the other agreements, instruments and documents herein required to be made or delivered by Purchaser pursuant hereto,

and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, the Access Agreement and such other agreements, instruments and documents. The individuals who executed the Access Agreement and are executing this Agreement and all other agreements, instruments and documents herein required to be made or delivered by Purchaser pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

7.3 Enforceability. This Agreement and the Access Agreement have been, and each and all of the other agreements, instruments and documents herein required to be made by Purchaser pursuant hereto have been, or on the Closing Date will have been, executed by Purchaser or on behalf of Purchaser, and when so executed, are and shall be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

7.4 Blocked Person.

(a) Neither Purchaser, nor any of Purchaser's owners, members, officers, or directors is named as a "Specially Designated National and Blocked Person" as designed by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism;

(b) Purchaser is not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States embargo;

(c) Purchaser is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a "Specially Designated National and Blocked Person", or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and,

(d) Purchaser is not engaged in the transaction contemplated hereby, directly or indirectly on behalf of, any such person, group, entity or nation.

7.5 No Conflict. The execution and delivery of, and consummation of the transactions contemplated by this Agreement and the Access Agreement is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Purchaser is now a party or by which it is bound, or any order, rule or regulation of any court or other governmental agency or official.

7.6 Indemnification. Purchaser agrees to indemnify and save and hold harmless Seller and defend Seller of and from any claims, demands, actions or causes of actions or loss incurred by Seller by reason of the fact that a Purchaser's representations set forth in Section 7 proves to be

incorrect. This provision shall survive Closing and delivery of the deed for a period of one year from the Closing Date.

8. ACTIONS AFTER THE CONTRACT DATE. The parties covenant to do the following through the Closing Date:

8.1 Title. From and after the Contract Date, Seller shall not make any change to the condition of title to the Property that would change the condition of title to the Property except as required by law or with Purchaser's advance written consent, which consent may be withheld in Purchaser's reasonable discretion. From and after the Contract Date, Seller shall not sell, or assign or create any right, title or interest in the Property, or any part thereof, or create any lien encumbrance or charge thereon, without the prior written consent of Purchaser, which consent may be withheld in Purchaser's reasonable discretion.

8.2 Maintenance and Operation of Property. Seller shall maintain the Property in substantially its current condition (normal wear and tear and damage by casualty excepted); shall maintain existing insurance coverage in full force and effect; and shall operate and maintain the Property in the ordinary course of Seller's business.

8.3 Subdivision of the Parcel. Purchaser shall promptly prepare, at Purchaser's sole cost and expense, and submit to Seller for approval, a preliminary subdivision plan and subdivision application and other materials (collectively, the "Proposed Subdivision Materials") necessary to apply for a subdivision of the Parcel to create the Property (the "Subdivision") which Proposed Subdivision Materials and Subdivision shall be subject to Seller's prior written approval in all respects, which approval Seller may withhold in its reasonable discretion. Within ten (10) business days after receipt of the Proposed Subdivision Materials, Seller shall notify Purchaser in writing of its approval of, or its specific reasons for disapproval of the Proposed Subdivision Materials and Subdivision. If Seller disapproves of such materials, the Seller and Purchaser shall, in good faith, work together to achieve approved materials and Subdivision. (The approved Proposed Subdivision Materials being the "Approved Subdivision Materials"). Purchaser shall file the Approved Subdivision Materials with Derry Township (or such other governmental authority with jurisdiction over subdivision of the Parcel) within thirty (30) days after receipt of Seller's written approval of the Approved Subdivision Materials. Purchaser shall, at its sole cost and expense, diligently and expeditiously pursue and obtain preliminary and final subdivision approval for the Subdivision and, after the final subdivision approval (the "Subdivision Approval") is obtained, the Subdivision Approval shall be deposited with the Title Company to be held in escrow until the Closing Date. If Closing does not occur for any reason or if this Agreement is terminated pursuant to the terms hereof, the Subdivision Approval shall be delivered by the Title Company to the Seller and, thereafter the Subdivision Approval shall be the sole and exclusive property of Seller. Once Seller has approved the Subdivision, Seller shall not voice any objection to the Subdivision and Seller, at Purchaser's sole cost and expense, shall cooperate with and assist Purchaser with obtaining preliminary and permanent Subdivision Approval for the Parcel to create the Property, including, but not limited to, attending and providing testimony at any subdivision hearings.

9. PROPERTY SOLD "AS IS".

9.1 Except as is otherwise expressly provided in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Purchaser may elect to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements; (iii) the compliance of the Property or its operation with any laws, rules, ordinance or regulations of any government or other body; and (iv) any other matter whatsoever except as expressly set forth in this Agreement. EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON A STRICTLY "AS IS", "WHERE IS" BASIS AS OF THE CLOSING DATE AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED THEREON OR ANY SOIL CONDITIONS RELATED THERETO.

9.2 PURCHASER SPECIFICALLY ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON (AND SELLER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF SELLER OF ANY KIND OR NATURE WHATSOEVER, EXCEPT FOR REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. FURTHER, PURCHASER, FOR PURCHASER AND PURCHASER'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL OR PHYSICAL CONDITION AT THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY). INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF CERCLA, AMENDED BY SARA, AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME, RCRA, OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION

TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, SUBJECT TO, AND WITHOUT LIMITING, PURCHASER'S RIGHTS UNDER ANY EXISTING AGREEMENTS, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS). PURCHASER AGREES THAT SHOULD ANY CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY (COLLECTIVELY, "ENVIRONMENTAL REMEDIATION") BE REQUIRED AFTER THE DATE OF CLOSING, SUCH CLEANUP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF PURCHASER.

FURTHERMORE, PURCHASER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY SELLER, ITS BUSINESSES, DIVISIONS, SUBSIDIARIES, AFFILIATES, LICENSEES, EMPLOYEES, PRINCIPALS AND ANY OFFICER OR PARTNER OF ANY ONE OF THEM AND ANY OTHER PERSON, FIRM OR ENTITY WHO MAY BE LIABLE BY OR THROUGH THEM (COLLECTIVELY, THE "SELLER INDEMNITEES"), FROM, FOR, AND AGAINST ALL CLAIMS, LOSSES, DEMANDS, FINES, DAMAGES, OR VIOLATIONS (COLLECTIVELY, "LOSSES"), WHETHER UNDER STATUTE, COMMON LAW, OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT OR OTHERWISE INCLUDING CLAIMS FOR DECLARATORY RELIEF AND COMPENSATORY, SPECIAL, CONSEQUENTIAL, PUNITIVE, AND ANY OTHER KIND OF DAMAGES, SUFFERED OR INCURRED BY ANY OF THE SELLER INDEMNITEES THAT ARISE OUT OF OR IN CONNECTION WITH ANY OF THE FOLLOWING WITH RESPECT TO THE PROPERTY: (I) ANY HAZARDOUS SUBSTANCES THAT HAVE BEEN OR ARE BEING GENERATED, USED, PROCESSED, TREATED, STORED, HANDLED, RELEASED, TRANSPORTED, DISPOSED OF, OR SENT OFFSITE; (II) ANY HAZARDOUS SUBSTANCES THAT HAVE BEEN RELEASED OR ARE PRESENT IN, UNDER, OR ON SURFACE SOILS,

SUBSURFACE SOILS OR OTHER STRATA, SURFACE WATER, GROUNDWATER, SEDIMENTS, AIR, OR INDOOR AIR ASSOCIATED WITH THE PROPERTY; (III) ANY EVENT THAT OCCURS, HAS OCCURRED, OR CONDITION THAT EXISTS THAT RESULTS OR HAS RESULTED IN ANY LOSSES UNDER ANY ENVIRONMENTAL LAW; AND (IV) ANY LOSSES ASSOCIATED WITH ANY INVESTIGATION OR ANY CLEANUP, REMEDIAL, REMOVAL, OR RESTORATION WORK, ANY CORRECTIVE ACTION, OR THE CREATION AND/OR MAINTENANCE OF INSTITUTIONAL OR ENGINEERING CONTROLS REQUIRED BY ENVIRONMENTAL LAWS OR BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR OTHER THIRD PARTY BECAUSE OF THE PRESENCE OR SUSPECTED OR THREATENED PRESENCE OF ANY HAZARDOUS SUBSTANCE AT, ON, OR MIGRATING ONTO OR FROM THE PROPERTY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 9, BUT SUBJECT TO SECTIONS 6.2 AND 6.3 HEREOF, PURCHASER DOES NOT WAIVE AND SHALL HAVE THE CONTINUING RIGHT TO INSTITUTE CLAIMS FOR ANY BREACH BY SELLER OF ITS REPRESENTATIONS OR WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT.

9.3 PURCHASER ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS CONTAINED IN THIS SECTION 9 WERE A MATERIAL FACTOR IN SELLER'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT SELLER WAS UNWILLING TO SELL THE PROPERTY TO PURCHASER UNLESS SELLER WAS RELEASED AS EXPRESSLY SET FORTH ABOVE. PURCHASER, WITH PURCHASER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. THE TERMS AND CONDITIONS OF THIS SECTION 9 WILL EXPRESSLY SURVIVE THE CLOSING, WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND WILL BE INCORPORATED INTO THE DEED.

10. SELLER'S CLOSING DELIVERIES.

At Closing (or such other times as may be specified below), Seller shall deliver or cause to be delivered to Purchaser the following:

10.1 Deed. A special warranty deed in lieu of condemnation, executed by Seller, and in recordable form and in the form attached hereto as Exhibit "C", conveying the Property to Purchaser, subject to the Permitted Exceptions, restrictions on use (including a non-building waiver) and excepting and reserving the OGM Rights and the right to enter upon and reasonably use the surface of the Property to exercise Seller's right to explore for, produce, extract, store, compress, process, treat and transmit Seller's reserved OGM Rights and exercise any rights under any Mineral Leases.

10.2 Affidavit of Title. An Affidavit of Title in form and substance reasonably acceptable to the Title Company provided that such affidavit does not increase any liabilities or obligations of Seller hereunder.

10.3 Authorization. An appropriate consent or resolution of Seller authorizing the transactions contemplated by this Agreement, as may be reasonably required by Purchaser or the Title Company, regarding the status and authority of Seller to consummate such transactions contemplated by this Agreement.

10.4 Closing Statement. Two (2) duly executed counterparts of a closing statement (the "Closing Statement") conforming to the proration and other relevant provisions of this Agreement, which Closing Statement shall be in a form mutually and reasonably agreed to by Seller and Purchaser.

10.5 Entity Transfer Certificate. Entity Transfer Certification in the form attached hereto as Exhibit "D" confirming that Seller is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

10.6 Representations Certification. A written certification that all representations of Seller hereunder shall be true and correct at the time of Closing as if made at such time.

10.7 Easement Documents. Executed originals of the Permanent Easement Agreement, Memorandum of Permanent Easement Agreement, Receipt and Release and Coding Sheet (collectively, the "Easement Documents"), which Easement Documents are attached hereto as Exhibit "E" and which relate to the remaining portion of the Parcel.

11. PURCHASER'S CLOSING DELIVERIES.

At Closing (or at such other times as may be specified below), Purchaser shall deliver or cause to be delivered to Seller the following:

11.1 Closing Statement. Two (2) Closing Statements executed in counterpart by Purchaser.

11.2 Purchase Price. The balance of the Purchase Price as disclosed on the Closing Statement.

11.3 Company Status: Authority. An officer's certificate certifying as true and correct: (a) Purchaser's certificate of information; (b) good standing; (c) incumbency; and, (d) resolutions.

11.4 Subdivision Approval. The Subdivision Approval.

11.5 Declaration of Relinquishment. A Declaration of Relinquishment in recordable form whereby Purchaser as condemnor relinquishes the property condemned by the Declaration of Taking filed in the Court of Common Pleas of Westmoreland County, Pennsylvania at No. 1551 of 2016 which lies within the Parcel.

11.6 Other Requirements. Such other documents, affidavits or instruments reasonably requested or required by Seller or the Title Company to consummate the transactions contemplated hereby.

11.7 Representations Certification. A written certification that all representations of Purchaser hereunder are true and correct at the time of Closing as if made at such time.

12. CLOSING EXPENSES AND PRORATIONS.

12.1 Apportion. The following items shall be apportioned as of midnight preceding the Closing: (a) real estate taxes; and (b) water and sewer charges, municipal garbage and rubbish removal charges, if any. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty (30) days prior to the Closing, and the unbilled water charge, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading.

12.2 Real Estate Taxes. Real estate taxes shall be prorated for the calendar year in which the Closing occurs, based upon real estate taxes levied in that year by each taxing body and each taxing body's fiscal year. If the Closing occurs before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediate preceding year applied to the latest assessed valuation.

12.3 Transfer Taxes and Other Costs. The cost of all real estate transfer taxes, if any, shall be split equally between Purchaser and Seller. Subject to Section 12.6 below, Seller shall be responsible for cost of preparing the deed and for all matters relating to the clearance of monetary liens, and Purchaser shall be responsible for all costs of title examination, title insurance premiums and the costs of recording the deed. Each party shall be responsible for its own legal fees.

12.4 Municipal Assessments. Purchaser shall pay for all other municipal assessments due after the Closing (other than real estate taxes which are detailed in paragraph 12.2 above) whether a municipal ordinance or resolution authorizing the same is adopted prior to or after the date of this Agreement. Seller represents that it is not aware of any existing or potential municipal assessments which would affect the Property (other than general real estate taxes).

12.5 Survival. This Section 12 shall survive Closing and delivery of the deed for a period of one year after the Closing Date.

13. DESTRUCTION, LOSS OR DIMINUTION OF PROPERTY.

If, prior to Closing, all or any portion of the Property is damaged by fire or other natural casualty (collectively "Damage"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings other than the Declaration of Taking filed by the Purchaser in the Court of Common Pleas of Westmoreland County, Pennsylvania at No. 1551 of 2016 (collectively "Eminent Domain"), then:

13.1 If the aggregate cost of repair or replacement or the value of the Property taken by Eminent Domain (collectively, "repair and/or replacement") is \$150,000.00 or less, in the

reasonable opinion of Purchaser and Seller, Purchaser shall close and take the Property as diminished by such events with an assignment by Seller of any casualty insurance proceeds (together with a credit from Seller to Purchaser of the full amount of any deductible not paid directly by Seller) or condemnation proceeds, less any amounts reasonably incurred by Seller to repair the Property and collect the insurance proceeds or condemnation award.

13.2 If the aggregate cost of repair and/or replacement is greater than \$150,000.00, in the opinion of Purchaser's and Seller's respective engineering consultants ("Consultant Opinion"), then Purchaser, at its sole option, may elect either to: (i) terminate this Agreement by written notice to Seller delivered with ten (10) days after Purchaser is notified of such Consultant Opinion, in which event the Deposit shall be returned to Purchaser and neither party shall have any further liability to the other hereunder, except for those liabilities that expressly survive a termination of this Agreement; or (ii) proceed to close and take the Property as diminished by such events, together with an assignment of the proceeds of Seller's casualty insurance (together with a credit from Seller to Purchaser of the full amount of any deductible not paid directly by Seller) for all Damage (or condemnation awards for any Eminent Domain), less any amounts reasonably incurred by Seller to repair the Property and collect the insurance proceeds or condemnation award. If Purchaser fails to deliver written notice to Seller as provided in this Section 13.2, Purchaser shall be deemed to have conclusively elected option (ii) above.

13.3 In the event of a dispute between Seller and Purchaser with respect to the cost of repair and/or replacement with respect to the matters set forth in this Section 13, an engineer or construction consultant designated by Seller and an engineer or construction consultant designated by Purchaser shall select an independent engineer or construction consultant licensed to practice in the jurisdiction where the Property is located who shall resolve such dispute. All fees, costs and expenses of such third engineer or construction consultant so selected shall be shared equally by Purchaser and Seller.

13.4 Risk of Loss with respect to the Property shall remain with Seller until the Closing. Seller shall maintain such insurance as is in effect as of the Contract Date to the Closing Date. Purchaser acknowledges that it has an insurable interest in and to the Property as of the Contract Date.

14. DEFAULT.

14.1 Default by Seller. If Seller shall be in material default hereunder of any of the covenants and agreements of Seller hereunder, Purchaser, at its sole remedies, may either: (i) terminate Purchaser's obligations under this Agreement by written notice to Seller, in which event: (a) the Deposit shall be returned to Purchaser; and, (b) upon Purchaser's receipt of the Deposit, this Agreement shall terminate and neither party shall have any further liability hereunder except for those liabilities that expressly survive a termination of this Agreement; or, (ii) Purchaser may file an action for specific performance. Purchaser shall have no other remedy for any default by Seller.

14.2 Default by Purchaser. In the event Purchaser defaults in its obligations to close the purchase of the Property, or in the event Purchaser otherwise defaults hereunder, then Seller may elect to receive the Deposit, as fixed and liquidated damages and this Agreement shall terminate and neither party shall have any further liability hereunder, except for those liabilities which expressly survive the termination of this Agreement, and Purchaser shall immediately direct the Title Company, in writing, to pay the Deposit to Seller, or in lieu thereof, Seller may elect to apply said Deposit towards Seller's damages, including, but not limited to, loss of bargain, consequential damages, and attorney's fees, provided, however, that no such election shall be final or conclusive until full satisfaction has been received.

15. SUCCESSORS AND ASSIGNS.

Neither party shall assign this Agreement without the prior written consent of the other, except that Purchaser may assign this Agreement to a wholly owned subsidiary or an affiliate of Purchaser (an "Affiliate") without Seller's consent. Purchaser shall nevertheless provide Seller with not less than fifteen (15) days written notice of an Assignment of this Agreement to an Affiliate of Purchaser in the form of a duly executed assignment or assumption agreement which shall provide, in part, that Purchaser shall remain primarily liable for the payment and performance of its obligations hereunder and shall not be released from its obligations hereunder.

16. LITIGATION.

In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their respective obligations hereunder or the effect of a termination under this Agreement, each party shall pay its own costs and expenses incurred in connection therewith. Notwithstanding any provision of this Agreement to the contrary, the obligations of the parties under this Section 16 shall survive termination of this Agreement or the Closing and delivery of any conveyance documentation.

17. NOTICES.

Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Seller and Purchaser as follows:

Seller: Westinghouse Electric Company LLC
1000 Westinghouse Drive, Suite 127
Cranberry Township, PA 16066
ATTN: A. Ron Lewis
Facsimile: (724) 940-8052
Email: lewisar@westinghouse.com

With a copy to: Westinghouse Electric Company LLC
1000 Westinghouse Drive, Suite 138
Cranberry Township, PA 16006
ATTN: Kevin W. Brode, Esquire
Facsimile: (724) 940-8505

Email: brodekw@westinghouse.com

Purchaser: Sunoco Pipeline, L.P.
525 Fritztown Road
Sinking Spring, PA 19608

With a copy to: McNeas Wallace & Nurick LLC
330 Innovation Blvd., Suite 101
State College, PA 16801
ATTN: J. Corey Reeder, Esquire
Facsimile: (814) 867-6200
Email: creeder@mcneeslaw.com

Notices shall be deemed properly delivered and received when and if either: (i) personally delivered; or (ii) one (1) business day after deposit with Federal Express or other overnight courier; or (iii) the same day when sent by email or confirmed facsimile before 5:00 p.m. (Eastern Time), provided that notice is also given in accordance with (i) above. Notices may be delivered on behalf of the parties by their respective attorneys.

18. BENEFIT.

This Agreement is for the benefit only of the parties hereto and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom or enforce against any party hereto any provision hereof.

19. BROKERAGE.

Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction. Each of Seller and Purchaser agrees to and does hereby indemnify, protect and defend and hold the other harmless from and against all claims, demands, actions or cause of action or loss suffered or incurred by the other party from the claims of any broker, finder or other such person in connection with the transactions contemplated by this Agreement claiming by, through or under the acts or agreements of the other party. The obligations of the parties pursuant to this Section 19 shall survive any termination of this Agreement.

20. MISCELLANEOUS.

20.1 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, letters of intent and proposals are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

20.2 Time of the Essence. Time is of the essence of this Agreement. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State in which the Property is located for observance thereof.

20.3 Governing law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions. The parties hereto hereby agree to submit to the jurisdiction of courts of the United States District Court of the Western District of Pennsylvania or the Court of Common Pleas of Westmoreland County, Pennsylvania in litigating any dispute hereunder and the parties hereto hereby submit voluntarily, knowingly and irrevocably to the subject matter and personal jurisdiction of such court(s) for such purpose, and waive any claim of forum non conveniens.

20.4 Partial Invalidity. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity of enforceability of any other provision hereof.

20.5 No Recording. Neither this Agreement nor any memorandum thereof shall be recorded and the act of recording by Purchaser shall be deemed a default by Purchaser hereunder.

20.6 Counterparts: Facsimile. This Agreement may be executed in multiple counterparts and shall be valid and binding with the same force and effect as if all parties had executed the same Agreement. A fully executed facsimile copy of this Agreement shall be effective as an original.

20.7 Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it. All Exhibits attached hereto are incorporated in this Agreement by reference thereto.

20.8 No Oral Modification or Waiver. This Agreement may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective hereunder unless given in writing, and waiver shall not be inferred from any conduct of either party.

20.9 Survival. Only those covenants, agreements, undertakings and representations and warranties of Seller that expressly survive Closing pursuant to the terms of the Agreement shall survive Closing and the delivery of any conveyance documentation for the period herein set forth and all of the other covenants, agreements, undertakings and representations and warranties of

Seller contained herein shall not survive Closing and shall merge into the conveyance documentation delivered at Closing.

20.10 Coal Notice. NOTICE – THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE PROPERTY DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE PROPERTY AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH PROPERTY. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

Unless the foregoing notice is stricken, the deed shall contain the notice as above set forth and shall also contain, and Purchaser shall sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

SELLER:
WESTINGHOUSE ELECTRIC COMPANY LLC.
A Delaware limited liability company

BY: 
NAME: A. Ron Lewis III
TITLE: Global Director Recl Estate & Facilities

PURCHASER:
SUNOCO PIPELINE L.P.
By: Sunoco Logistics Partners Operations GP LLC,
its general partner

BY: _____
NAME: Karen R. McMillin
TITLE: Director, Right of Way (Attorney-in-Fact)

Seller contained herein shall not survive Closing and shall merge into the conveyance documentation delivered at Closing.

20.10 Coal Notice. NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE PROPERTY DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE PROPERTY AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR TN SUCH PROPERTY. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

Unless the foregoing notice is stricken, the deed shall contain the notice as above set forth and shall also contain, and Purchaser shall sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

SELLER:
WESTINGHOUSE ELECTRIC COMPANY LLC
A Delaware limited liability company

By: _____
Name: _____
Title: _____

PURCHASER:
Sunoco Pipeline L.P.
By: Sunoco Logistics Partners Operations GP
LLC, its general partner

By: 
Name: David R. Chalson
Title: President and Chief Executive Officer

5. **Notices.** Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to the parties hereto as follows:

Seller: Westinghouse Electric Company LLC
1000 Westinghouse Drive, Suite 127
Cranberry Township, PA 16066
ATTN: A. Ron Lewis
Facsimile: (724) 940-8052
Email: lewISR@westinghouse.com

With a copy to: Westinghouse Electric Company LLC
1000 Westinghouse Drive, Suite 127
Cranberry Township, PA 16066
ATTN: Kevin W. Brode, Esquire
Facsimile: (724) 940-8505
Email: brodek@westinghouse.com

Purchaser: Sunoco Pipeline L.P.
525 Fritztown Road
Sinking Spring, PA 19608

With a copy to: McNeese Wallace & Nurick, LLC
330 Innovation Boulevard, Suite 101
State College, PA 16801
ATTN: J. Corey Reeder, Esquire
Facsimile: (814) 867-6200
Email: creeder@mcneese-law.com

Escrowee: Land Services USA, Inc.
1835 Market Street, Suite 420
Philadelphia, PA 19103
ATTN: _____
Facsimile: _____
Email: _____

Notices shall be deemed properly delivered and received when and if either: (i) the same day when personally delivered prior to 5:00 p.m. (Eastern Time); or, (ii) one (1) business day after deposits with Federal Express or other overnight courier; or, (iii) the same day when sent by confirm facsimile at or prior to 5:00 p.m. (Eastern time).

6. **Escrowee Obligations.** The parties agree that, except as otherwise expressly provided in Section 4, the actions of, and the relationship between, Purchaser and Seller shall be governed by the terms of the Agreement. In all events and under all circumstances (except

as otherwise expressly provided in Section 4, the ultimate rights and obligations of Seller and Purchaser shall be strictly governed and controlled by the terms and provisions of the Agreement, rather than these Instructions. In the event of any conflict between the terms and provisions of the Agreement and these Instructions, the terms and provisions of the Agreement shall control in all events and circumstances except as otherwise expressly provided in Section 4. Notwithstanding the existence of the Agreement or any references herein to the Agreement, the parties agree that Escrowee (but not Seller and Purchaser) shall be governed solely by the terms and provisions of these Instructions. The parties furthermore agree that, except as otherwise specifically provided in Section 4 above, Escrowee is hereby expressly authorized to regard, comply with, and obey any and all orders, judgments or decrees entered or issued by any court, and, in case Escrowee obeys and complies with any such order, judgment or decree of any court, it shall not be liable to either of the parties hereto or to any other person, firm or corporation by reason of such compliance. Escrowee shall have a lien on the contents hereof for any or all costs, attorneys' fees (whether such attorneys shall be regularly retained or specially employed) and other expenses that have been incurred by Escrowee or for which Escrowee becomes liable for on account, and Escrowee shall be entitled to reimburse itself therefor out of the Earnest Money and the undersigned jointly and severally agree to pay Escrowee, upon demand, all such costs and expenses so incurred.


7. Counterpart. These Instructions may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

8. Time of the Essence. Time is of the essence of these Instructions.

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SELLER:

WESTINGHOUSE ELECTRIC COMPANY LLC,
A Delaware limited liability company

BY 
Name: A. Ron Lewis III
Title: Global Director Real Estate + Facilities


PURCHASER:

SUNOCO PIPELINE L.P.
By: Sunoco Logistics Partners Operations GP LLC,
its general partner

BY _____
Name: Karen R. McMillin
Title: Director, Right of Way (Attorney-in-Fact)

ACCEPTED BY ESCROWEE:

Land Services USA, Inc.

BY 
Name: Jennifer L. Scilone
Title: Authorized Signer

SELLER:

WESTINGHOUSE ELECTRIC COMPANY I.L.C.
A Delaware limited liability company

BY *A. Ron Lewis III*
Name: *A. Ron Lewis III*
Title: *Global Director - Real Estate + Facilities*

PURCHASER:

SUNOCO PIPELINE L.P.
By: Sunoco Logistics Partners Operations GP L.L.C.
its general partner

BY *Karen R. McMillin*
Name: *Karen R. McMillin*
Title: *Director, Right of Way (Attorney-in-Fact)*

ACCEPTED BY ESCROWEE:

Land Services USA, Inc.

BY _____
Name: _____
Title: _____

EXHIBIT "C"

PIN: _____

SPECIALWARRANTY DEED

This Deed is made as of this ____ day of _____, 2017 between WESTINGHOUSE ELECTRIC COMPANY, LLC, a Delaware limited liability company (hereafter called "Grantor");

AND

SUNOCO PIPELINE L.P., a Texas limited partnership (hereafter called "Grantee").

WITNESS that in consideration of the sum of _____ no/100 Dollars (\$ _____), the receipt whereof is hereby acknowledged, and intending to be legally bound, Grantor does hereby grant, bargain, sell, and convey to said Grantee, its successors and assigns:

ALL THAT CERTAIN parcel of land situate in the Township of Derry, County of Westmoreland and Commonwealth of Pennsylvania being more particularly described on Exhibit "A" attached hereto and made a part hereof.

EXCEPTING AND RESERVING THEREFROM, unto the Grantor, for itself and its successor and assigns, all oil, gas and/or mineral rights, estates and interests in, to, under or relating or appurtenant to the Property and all oil, gas and minerals underlying the Property together with all rights incident to the extraction or development of oil, gas or minerals underlying the Property, ("OGM Rights"), all right, title and interest in and to all oil, gas and mineral leases as lessor (the "Mineral Leases") thereunder, and the right of ingress, egress and regress on, over, to and from the Property, and the right to the reasonable use of the surface of the Property for the exploration, production, development and/or transmission of OGM Rights from the Property, or to rework, stimulate, deepen, sidetrack, frac plug back in the same or different formation or repair a well or equipment on the Property. The location of wells, pipelines, buildings and other improvements proposed in connection with the development of OGM Rights shall be subject to Grantee's prior written approval, which approval Grantee, for itself and its successors and assigns, shall not unreasonably withhold, condition or delay, and shall not materially interfere with existing roads, lines, gas wells, easements or other uses on the Property.

FURTHER, the conveyance of the Property shall be subject to restrictions on use of the Property which shall be covenants running with the land as follows:

"The following are strictly prohibited on the Property:

(a) surface coal, mineral, oil and gas extraction and operations (except for those operations related to pipelines or contemplated by the OGM Rights and Mineral Leases) related thereto, to avoid the possibility of undermining structures or of unsightly exploitation of underground resources;

(b) dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, junk and scrap yards, automobile used parts and/or dismantling operations, in each case, except as is incidental to the use, operation and ownership of the Property in a manner which is contained within an enclosed facility and does not result in noxious odors, fumes, vibration, noise or heat emitting from the Property;

(c) any and all uses of groundwater at the Property;

(d) except for those operations related to pipelines, any use of any portion of the Property containing or found to contain Hazardous Substances which means substances defined as "hazardous substances," "toxic substances," and/or "regulated substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., and any other laws, statutes, rules, and/or regulations relating to protection of human health or the environment (collectively, "Environmental Laws"), and shall also include asbestos and any asbestos-containing materials, whether such asbestos is in a friable or non-friable state; and,

(e) any use which generates noxious emissions of fly ash, dust, dirt, fumes, vapors or gases into the atmosphere that would cause any damage to the public health or property, except for those operations related to pipelines."

FURTHER, as of the date of this deed recording, the property/subdivision described herein is and shall be dedicated for the express purpose of non-developed use. No portion of this property/subdivision is approved by Derry Township or the Department of Environmental Protection (DEP) for the installation of any sewage disposal facility. No permit will be issued for the installation, construction, connection to or use of any sewage collection, conveyance, treatment or disposal system (except for repairs to existing systems) unless the municipality and DEP have both approved sewage facilities planning for the property/subdivision described herein in accordance with the Pennsylvania Sewage Facilities Act (35 P.S. §750.1 et seq.) (Act) and regulations promulgated thereunder. Prior to signing, executing, implementing or recording any sales contract or subdivision plan, any purchaser or subdivider of any portion of this property should contact appropriate officials of Derry Township, who are charged with administering the Act to determine the form of sewage facilities planning required and the procedure and requirements for obtaining appropriate permits or approvals.

TOGETHER WITH all appurtenances.

UNDER AND SUBJECT, nevertheless, to all easements, restrictions, encumbrances and other matters of record or that a physical inspection or survey of the premises would reveal.

TO HAVE AND TO HOLD the same to and for the use of the said Grantee, its successors and assigns forever, and the Grantor, for its successors and assigns, hereby covenants and agrees that it will **WARRANT SPECIALLY** the property hereby conveyed.

NOTICE: THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED EXCEPTED OR RESERVED BY THIS INSTRUMENT.

(This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. 984, as amended, and is not intended of unrecorded instruments, if any.)

IN WITNESS WHEREOF, said Grantor has caused its common and corporate seal to be affixed to these presents by hand of its duly authorized officer and the same to be duly attested by its Assistant Secretary as of the day and year first above written.

ATTEST:

WESTINGHOUSE ELECTRIC COMPANY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

NOTICE THE UNDERSIGN, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS/ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE, SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, Oct. 10, P.L. 874, No. 156, Section 1.

ATTEST:

SUNOCO PIPELINE L.P.
By: Sunoco Logistics Partners Operations GP LLC,
its general partner

By: _____
Name: Karen R. McMillin
Title: Director, Right of Way (Attorney-in-Fact)

COMMONWEALTH OF PENNSYLVANIA

§
§ SS:
§

COUNTY OF BUTLER

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, _____ personally appeared, who acknowledged himself/herself to be the _____ of WESTINGHOUSE ELECTRIC COMPANY LLC, a Delaware limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

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

Notary Public

My Commission Expires: _____

I hereby certify that the precise residence of Grantee is 525 Fritztown Road, Singing Spring, PA 19608.

Sunoco Pipeline L.P.

By: Sunoco Logistics Partners Operations GP LLC,
its general partner

By: _____
Name: Karen R. McMillin
Title: Director, Right of Way (Attorney-in-Fact)

This Deed was Prepared by:

David L. Nixon, Esquire
HOLLINSHEAD, MENDELSON, BRESNAHAN, NIXON & FINNEGAN, P.C.
310 Grant Street, Suite 2901
Pittsburgh, PA 15219

After Recording Return To:

SUNOCO PIPELINE L.P.
Attn: Right-Of-Way Department
P.O. Box 2218
Altoona, PA 16602

Exhibit A to Special Warranty Deed Property Description

ALL THAT CERTAIN parcel of land situate in the Township of Derry, County of Westmoreland and Commonwealth of Pennsylvania being Parcel B in the Westinghouse Subdivision for Sunoco Pipeline recorded in the Recorder of Deeds Office of Westmoreland County in Plan Book Volume _____, Page _____.

EXHIBIT D

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by WESTINGHOUSE ELECTRIC COMPANY LLC, a Delaware limited liability company (the "Transferor"), the undersigned, on behalf of Transferor, hereby certifies to the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate (as those terms are defined in the Code and treasury regulations promulgated pursuant thereto);
2. Transferor's U.S. taxpayer identification number is 52-2140933
3. Transferor's address is Westinghouse Electric Company LLC
1000 Westinghouse Drive, Suite 127
Cranberry Township, PA 16066
Attn: ~~Russell L. Bussard~~
A. Ron Lewis III
4. No person or entity other than Transferor has any fee title ownership interest in or to the real property which is the subject of the foregoing certifications.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

[Signature Page to Follow]

Under penalty of perjury I declare that I have examined this certification and that, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

WESTINGHOUSE ELECTRIC COMPANY LLC,
a Delaware limited liability company

By: *A. Ron Lewis III*

Name: *A. Ron Lewis III*

Title: *Global Director Real Estate & Facilities*

EXHIBIT E

Exhibit C

The Condemnation Notice

IN THE COURT OF COMMON PLEAS
OF WESTMORELAND COUNTY, PENNSYLVANIA
CIVIL DIVISION-IN REM

IN RE: CONDEMNATION BY SUNOCO
PIPELINE L.P. OF PERMANENT AND
TEMPORARY RIGHTS OF WAY FOR
THE TRANSPORTATION OF
ETHANE, PROPANE, LIQUID
PETROLEUM GAS, AND OTHER
PETROLEUM PRODUCTS IN THE
TOWNSHIP OF DERRY,
WESTMORELAND COUNTY,
PENNSYLVANIA, OVER THE LANDS
OF WESTINGHOUSE ELECTRIC
COMPANY, LLC

Docket No. 1551 of 2016

EMINENT DOMAIN—IN REM

NOTICE TO CONDEMNEE

TO: CONDEMNEE WESTINGHOUSE ELECTRIC COMPANY, LLC

In accordance with Section 305 of the Eminent Domain Code, 26 Pa.C.S. § 305, Sunoco

Pipeline L.P. notifies you that:


1. The Condemnor is Sunoco Pipeline L.P. ("Sunoco Pipeline").
2. The Condemnor's office address is:

Sunoco Pipeline L.P.
525 Fritztown Road
Sinking Spring, Pennsylvania 19608

3. A Declaration of Taking, a copy of which is attached hereto as Exhibit "A," was filed on April 1, 2016, in the Court of Common Pleas of Westmoreland County to the above docket number.

4. Sunoco Pipeline is exercising its power of eminent domain pursuant to Section 1511 of Title 15 of the Pennsylvania Consolidated Statutes, which states that:

- (a) General Rule. -- **A public utility corporation shall, in addition to any other power of eminent domain conferred by any other statute, have the**

Prothonotary's Office
APR 1 2016
By: 
CLEBA

right to take, occupy and condemn property for one or more of the following principal purposes and ancillary purposes reasonably necessary or appropriate for the accomplishment of the principal purposes:

- (2) **The transportation of artificial or natural gas, electricity, petroleum or petroleum products** or water or any combination of such substances for the public.

15 Pa.C.S. § 1511(a)(2)(emphasis added).

5. The Declaration of Taking is made and authorized by virtue of the Resolution, and duly adopted by the Condemnor on March 15, 2016. The record and the original Resolution may be examined at the Condemnor's offices, located at 3807 West Chester Pike, Newtown Square, Pennsylvania 19073. A copy of the Resolution is attached as Exhibit I to the Declaration of Taking (Exhibit A hereto) and incorporated herein by reference.

6. A portion of your property has been condemned for the purpose of acquiring permanent and temporary easements necessary to construct, install, maintain, operate, repair, inspect, alter, protect, change the size of, relocate, replace in whole or in part, remove, and abandon two (2) pipelines and other appurtenant facilities including, but not limited to, above-ground markers, test stations and cathodic protection equipment for the purpose of transporting petroleum and petroleum products including but not limited to ethane, propane, and liquid petroleum gas in, over, through, across, under, and along the lands owned by Condemnee as shown on the plan attached hereto as Exhibit H to the Declaration of Taking, located at Westinghouse Road, Derry Township, Westmoreland County, Pennsylvania 15717.

7. The purpose of the within condemnation is to construct, install, maintain, operate, repair, inspect, alter, protect, change the size of, relocate, replace in whole or in part, remove, and abandon two (2) pipelines and other appurtenant facilities including, but not limited to,

above-ground markers, test stations and cathodic protection equipment for the purpose of transporting petroleum and petroleum products including but not limited to ethane, propane, and liquid petroleum gas in, over, through, across, under, and along the lands owned by Condemnee. *See* 15 Pa.C.S. § 1511.

8. A description identifying and specifying the location of the property hereby condemned is attached as Exhibit H to the Declaration of Taking (Exhibit A hereto).

9. Plans showing the property hereby condemned may be inspected in the Office of the Recorder of Deeds of the aforesaid County. On the same day as this Declaration of Taking was filed with the Prothonotary, plans showing the property condemned were lodged of record in the Office of the Recorder of Deeds in and for Westmoreland County in accordance with Section 304 of the Eminent Domain Code.

10. The nature of the title acquired hereby is a permanent easement and a temporary construction easement.

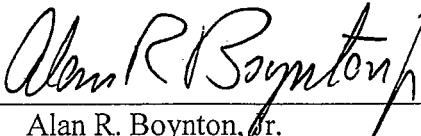
11. The name of the reputed record owner of the condemned property is Westinghouse Electric Company.

12. The payment of just compensation in this matter is secured by a Bond that was filed with the Prothonotary on the date the Declaration of Taking was filed of record.

13. If you wish to challenge the power or right of Sunoco Pipeline to appropriate the condemned property, the sufficiency of the security, the procedure followed by the Condemnor

or the Declaration of Taking, you are required to file preliminary objections within thirty (30)
days after being served with this notice.

McNEES WALLACE & NURICK LLC

By: 

Alan R. Boynton, Sr.

Pa. I.D. No. 39850

Stephanie Carfley

Pa. I.D. No. 79136

Kandice Kerwin Hull

Pa. I.D. No. 86345

McNees Wallace & Nurick LLC

100 Pine Street

P.O. Box 1166

Harrisburg, PA 17108

(717) 232-8000

Counsel for Condemnor Sunoco Pipeline L.P.

Dated: April 1, 2016

**Court of Common Pleas
Civil Cover Sheet**

WESTMORELAND

County

For Prothonotary Use Only:

Docket No:

1551 of 2014

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint Writ of Summons Petition
 Transfer from Another Jurisdiction Declaration of Taking

Lead Plaintiff's Name:

SUNOCO PIPELINE L.P.

Lead Defendant's Name:

WESTINGHOUSE ELECTRIC COMPANY, LLC

Are money damages requested? Yes No

Dollar Amount Requested: within arbitration limits
(check one) outside arbitration limits

Is this a Class Action Suit? Yes No

Is this an MDJ Appeal? Yes No

Name of Plaintiff/Appellant's Attorney: Stephanie Carfley, Esq., Kandice Kerwin Hull, Esq. and Dana W. Chilson, Esq.

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Libel/ Defamation
 Other: _____

CONTRACT (do not include Judgments)

- Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other _____
 Employment Dispute: Discrimination
 Employment Dispute: Other _____
 Other: _____

CIVIL APPEALS

- Administrative Agencies
- Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other _____
 Zoning Board
 Other: _____

MASS TORT

- Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other: _____

REAL PROPERTY

- Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other: _____

MISCELLANEOUS

- Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations Restraining Order
 Quo Warranto
 Replevin
 Other: _____

PROFESSIONAL LIABILITY

- Dental
 Legal
 Medical
 Other Professional: _____

IN THE COURT OF COMMON PLEAS
OF WESTMORELAND COUNTY, PENNSYLVANIA
CIVIL DIVISION-IN REM

IN RE: CONDEMNATION BY SUNOCO	:	Judge: <i>Marsilli</i>
PIPELINE L.P. OF PERMANENT AND	:	Case No.: <i>1551 of 2010</i>
TEMPORARY RIGHTS OF WAY FOR	:	Counsel: Alan R. Boynton, Jr.
THE TRANSPORTATION OF	:	Representing: Sunoco Pipeline L.P.
ETHANE, PROPANE, LIQUID	:	PA I.D. No.: 39850
PETROLEUM GAS, AND OTHER	:	Firm: McNees Wallace & Nurick LLC
PETROLEUM PRODUCTS IN THE	:	Address: 100 Pine Street, P. O. Box 1166
TOWNSHIP OF DERRY,	:	Harrisburg, PA 17108-1166
WESTMORELAND COUNTY,	:	Phone No.: 717-237-5352
PENNSYLVANIA, OVER THE LANDS OF	:	Fax No.: 717-260-1665
WESTINGHOUSE ELECTRIC	:	E-mail: aboynton@mwn.com
COMPANY, LLC	:	

PLEASE ANSWER THE FOLLOWING:

1. Is the Amount in Controversy less than \$30,000 YES ___ NO X
2. Does this Case Involve Discovery of Electronically
Stored Information? YES ___ NO X
3. Does this Case Involve a Construction Project? YES ___ NO X

Entry of Appearance

TO THE PROTHONOTARY: Please enter my appearance on behalf of
Plaintiff/Petitioner/Appellant. Papers may be served at the address set for above.

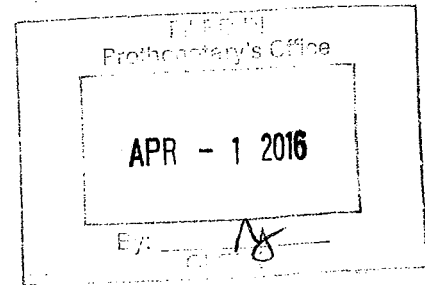
Signature *Alan R Boynton* Date: *4/1/16*

IN THE COURT OF COMMON PLEAS
OF WESTMORELAND COUNTY, PENNSYLVANIA
CIVIL DIVISION-IN REM

IN RE: CONDEMNATION BY SUNOCO
PIPELINE L.P. OF PERMANENT AND
TEMPORARY RIGHTS OF WAY FOR
THE TRANSPORTATION OF
ETHANE, PROPANE, LIQUID
PETROLEUM GAS, AND OTHER
PETROLEUM PRODUCTS IN THE
TOWNSHIP OF DERRY,
WESTMORELAND COUNTY,
PENNSYLVANIA, OVER THE LANDS
OF WESTINGHOUSE ELECTRIC
COMPANY, LLC

Docket No. 1551 of 2010

EMINENT DOMAIN—IN REM



DECLARATION OF TAKING

Condemnor Sunoco Pipeline L.P., by and through its undersigned counsel, submits this Declaration of Taking based on the provisions of Chapter 3, Section 302 of the Eminent Domain Code, Act of May 4, 2006, P.L. 112, No. 34 §1, 26 Pa.C.S. § 302, as amended, and Pennsylvania's Business Corporation Law ("BCL"), 15 Pa.C.S. § 1511.

1. Condemnor Sunoco Pipeline L.P. ("Sunoco Pipeline") is a limited partnership organized and existing under the laws of the State of Texas and registered to do business in the Commonwealth of Pennsylvania.

2. Sunoco Pipeline has an office at 525 Fritztown Road, Sinking Spring, Pennsylvania 19608.

3. Sunoco Pipeline was formed in 2001 as part of the restructuring of some subsidiaries of Sunoco, Inc.

A. SUNOCO PIPELINE'S REGULATION AS A PUBLIC UTILITY

4. Since 2002, Sunoco Pipeline has been a public utility corporation regulated by the Pennsylvania Public Utility Commission (the "Commission" or "PUC"), providing petroleum products and refined petroleum products pipeline transportation service within Pennsylvania, subject to the Commission's oversight and jurisdiction.

5. As described more fully herein, the Commission has reaffirmed in three final PUC Orders in 2014 and two final PUC Orders in 2015 that Sunoco Pipeline is a public utility subject to regulation as a public utility by the PUC. Additionally, the PUC has recognized that the service that is the subject of this action, the Mariner East service, is a public utility service. Specifically, as will be outlined in more detail below the:

- (1) PUC July 24, 2014 Final 703(g) Order;
- (2) August 21, 2014 Mariner East Tariff;
- (3) PUC August 21, 2014 Final CPC Order;
- (4) PUC January 15, 2015 Sunoco Pipeline Mariner East Tariff; and
- (5) PUC March 26, 2015 Sunoco Pipeline Mariner East Tariff,

establish, *a fortiori*, that the PUC has regulated and continues to regulate Sunoco Pipeline as a public utility for the Mariner East service and, consequently, Sunoco Pipeline is a "public utility corporation" for purposes of exercising eminent domain under the Business Corporation Law ("BCL") and the Eminent Domain Code.

6. In 2002, the PUC approved the transfer of the assets (including an integrated pipeline system) and the merger of Sun Pipe Line Company's and Atlantic Pipeline Corporation to Sunoco Pipeline.

7. Included with the PUC's approval was a Certificate of Public Convenience ("CPC") providing the right of Sunoco Pipeline to transport petroleum products and refined petroleum products in the former service territory of Sun Pipe Line and Atlantic Pipeline Corporation. Attached hereto as Exhibit A is the 2002 CPC.

8. In 2012, Sunoco Pipeline announced the "Mariner East" project with the stated intent of transporting petroleum products such as propane, ethane, and butane within the territories set forth in the 2002 CPC. The Mariner East project is designed to relieve oversupply of natural gas liquids in the Marcellus and Utica Shale basins and to alleviate supply-side shortages of propane in Pennsylvania and the Northeast United States.

9. While the first phase of the Mariner East project ("Mariner East 1") initially prioritized the *interstate* pipeline transportation service of propane and ethane from the Marcellus and Utica basins, eastward to the Marcus Hook Industrial Complex, located in both Delaware County, Pennsylvania and Claymont, Delaware, Sunoco Pipeline's business plan for the Mariner East project as a whole always contemplated *intrastate* transportation of propane for delivery to customers in Pennsylvania.

10. During and following the 2013-2014 winter season, Sunoco Pipeline experienced a significant increase in shipper demand for *intrastate* shipments of propane due to an increase in local consumer demand for propane. These changes in market conditions were due to propane shortages caused by harsh winter conditions and a deficit of pipeline infrastructure. The resulting price spikes and shortages prompted unprecedented emergency measures from both the state and federal governments. In reaction to the unfolding market conditions and shipper

interest, Sunoco Pipeline accelerated its business plans to provide *intrastate* shipments of propane within the Commonwealth, in addition to interstate shipments of propane and ethane.

11. Because the *intrastate* service provided by Sunoco Pipeline is subject to PUC oversight and regulation, Sunoco Pipeline initiated several proceedings with the PUC.

12. On May 21, 2014, Sunoco Pipeline filed with the PUC an application pursuant to Section 703(g) of the Public Utility Code, 66 Pa.C.S. § 703(g), to clarify a prior Commission Order (issued August 29, 2013) that granted Sunoco Pipeline the authority to suspend and abandon its provision of east-to-west gasoline and distillate service (and the corresponding tariffs) in certain territories along its pipeline in order to enable the west-to-east Mariner East service of natural gas liquids in those territories.¹

13. On July 24, 2014, the PUC issued an Opinion and Order, which is now final, granting Sunoco Pipeline's Application (the "PUC July 24, 2014 Final 703(g) Order") and reaffirming Sunoco Pipeline's authority under its existing CPCs to transport petroleum products and refined petroleum products, including propane, between Delmont, Westmoreland County, Pennsylvania and Twin Oaks, Delaware County, Pennsylvania.

14. In issuing the July 24, 2014 Final 703(g) Order, the Commission specifically noted that Sunoco Pipeline had retained its authority under its 2002 CPC to provide petroleum products and refined petroleum products transportation service between Delmont and Twin Oaks, Pennsylvania, notwithstanding its suspension and abandonment of gasoline and distillate

¹ Because it is a public utility, Sunoco Pipeline must apply to, and get the approval of, the PUC in the event it wishes to discontinue, suspend, or abandon any part of its public utility service.

service. A true and correct copy of the PUC July 24, 2014 Final 703(g) Order is attached hereto as Exhibit B.

15. The PUC July 24, 2014 Final 703(g) Order additionally recognized that:
 - a. The factual circumstances surrounding the Mariner East project have changed since August 2013 in that Sunoco Pipeline now intends to provide intrastate transportation service of propane in response to developing market conditions and increased shipper interest in securing intrastate pipeline service facilities;
 - b. The definition of "petroleum products" is interpreted broadly to encompass propane; and
 - c. The proposed provision of intrastate propane service will result in numerous public benefits by, inter alia, allowing Sunoco Pipeline "to immediately address the need for uninterrupted deliveries of propane in Pennsylvania and to ensure that there is adequate pipeline capacity to meet peak demand for propane during the winter season."

See Exhibit B at pp. 8-9.

16. Consistent with the PUC July 24, 2014 Final 703(g) Order, Sunoco Pipeline filed Tariff Pipeline Pa. P.U.C. No. 16 on June 11, 2014, to be effective on October 1, 2014.

17. This tariff reflected the PUC-regulated pipeline transportation rate for the west-to-east intrastate movement of propane from Mechanicsburg, Pennsylvania to Twin Oaks, Pennsylvania.

18. By final Order dated August 21, 2014, in Docket No. R-2014-2426158 (August 21, 2014 Tariff) the Commission permitted the tariff to become effective on October 1, 2014. A true and correct copy of the August 21, 2014 Tariff is attached hereto as Exhibit C.

19. Only a public utility regulated by the PUC has the ability to apply to the PUC for the authority to file a tariff.

20. Section 1302 of the Public Utility Code states that “every *public utility* shall file with the Commission...tariffs showing rates established by it and collected or enforced, *within the jurisdiction of the Commission.*” 66 Pa. C.S § 1302 (emphasis added). As such, a tariff, by definition, constitutes direct regulation by the PUC of a public utility, in this case, Sunoco Pipeline with respect to the Mariner East service. Stated differently, a PUC tariff is the very essence of and indicia of being a public utility rendering public utility service regulated by the PUC.

21. By virtue of Sunoco Pipeline’s existing CPCs, the Commission recognized and authorized Sunoco Pipeline as a public utility to transport as a public utility service petroleum and refined petroleum products bi-directionally in, *inter alia*, the following counties in Pennsylvania in which the Mariner East project is situated: Allegheny, Westmoreland, Indiana, Cambria, Blair, Huntingdon, Juniata, Perry, Cumberland, York, Dauphin, Lebanon, Lancaster, Berks, Chester, and Delaware Counties.

22. Sunoco Pipeline’s service territory did not originally include Washington County, to the south of Pittsburgh, because Sunoco Pipeline did not maintain facilities in that county and had not applied for authority in that county. However, because the Mariner East service would originate in Washington County, on June 6, 2014, Sunoco Pipeline filed an application to expand its service territory into Washington County.

23. By Order dated August 21, 2014, which is now final, the PUC granted Sunoco Pipeline’s application and authorized the provision of *intrastate* petroleum and refined petroleum products pipeline transportation service in Washington County, thereby expanding the service territory in which Sunoco Pipeline is authorized to provide its *intrastate* Mariner East service. A

true and correct copy of the August 21, 2014 Order (the “PUC August 21, 2014 Final CPC Order”) is attached hereto as Exhibit D. In so doing, the Commission expressly recognized that the service proposed in the application is in the public interest, stating:

[W]e believe that approval of this Application is necessary and proper for the service, accommodation, and convenience of the public. We believe granting Sunoco authority to commence intrastate transportation of propane in Washington County will enhance delivery options for the transport of natural gas and natural gas liquids in Pennsylvania. In the wake of the propane shortage experienced in 2014, Sunoco’s proposed service will increase the supply of propane in markets with a demand for these resources, including in Pennsylvania, ensuring that Pennsylvania’s citizens enjoy access to propane heating fuel. Additionally, the proposed service will offer a safer and more economic transportation alternative for shippers to existing rail and trucking services.

See Exhibit D at p. 4.

24. A CPC constitutes the PUC’s declaration that the entity to which it is issued is a public utility, is rendering a public utility service, and is regulated by the PUC.

25. CPC’s are only granted by the PUC to public utilities for public utility service.

26. Section 1101 of the Public Utility Code states that, “[u]pon application of any proposed public utility and the approval of such application by the commission evidenced by its [CPC],...it shall be lawful for any such proposed public utility to begin to offer, render, furnish, or supply service within this Commonwealth.” 66 Pa. C.S. § 1101.

27. Section 1102 of the Public Utility Code further provides that, “[u]pon the application of any public utility and the approval of such application by the [PUC], evidenced by its [CPC] first had and obtained, and upon compliance with existing laws, it shall be lawful for...[that] public utility [to offer service] to a different territory....” 66 P. C.S. § 1102.

28. That, in fact, is exactly the case with respect to the CPC applied for and granted for the Mariner East service in Washington County. Sunoco Pipeline, an existing public utility,

applied for a CPC to expand its public utility service territory, and the PUC by Order entered on August 21, 2014 expressly authorized Sunoco Pipeline to "offer, render, furnish, or supply intrastate petroleum and refined petroleum products pipeline service to the public in Washington County" for Mariner East Service. *See* Exhibit D at p. 5. Under the Public Utility Code, only an entity that provides public utility service may be granted a CPC by the PUC.²

29. On November 6, 2014, Sunoco Pipeline filed Supplement No. 2 Tariff Pipeline-Pa P.U.C. No. 16 (Supplement No. 2) to become effective January 5, 2015.

30. Supplement No. 2 proposed to add the new origin point of Houston, Washington County, Pennsylvania for west-to-east intrastate movement of propane (*i.e.* through Westmoreland County), consistent with the CPC's described above.

31. On December 18, 2014, Sunoco Pipeline filed Supplement No. 4 voluntarily postponing the effective date to January 16, 2015.

32. By Order entered on January 15, 2015 in Docket No. R-2014-2452684, ("PUC January 15, 2015 Tariff") the Commission again acknowledged and reaffirmed Sunoco Pipeline's status as a public utility corporation by permitting Supplement No. 2 to become effective on January 16, 2015.³ A true and a correct copy of the PUC January 15, 2015 Tariff is attached hereto as Exhibit E.

² The Code further provides that, "A certificate of public convenience shall be granted by order of the [PUC], only if the [PUC] shall find or determine that the granting of such certificate is necessary or proper for the service..." 66 Pa. C.S. § 1103. Thus, the granting of multiple CPC's to Sunoco Pipeline, in addition to the filing and approval of Sunoco Pipeline's multiple tariffs and tariff supplements for the Mariner East service, establish that the PUC found that Sunoco Pipeline is a public utility and that the service is a public utility service.

³ Under sections 1303 and 1304 of the Public Utility Code, 66 Pa.C.S.A. §§ 1303 and 1304, the filed tariff is lawfully binding on the public and Sunoco Pipeline, and Sunoco

33. By Order entered on March 26, 2015, the Commission permitted Tariff Pipeline Supplement No. 5 Pa P.U.C. 16 to become effective March 30, 2015, for shipment from Delmont, Westmoreland County, to Twin Oaks, Delaware County. A true and correct copy of the March 26, 2015 Tariff Order is attached hereto as Exhibit F.

34. Accordingly, as set forth at length above, per the:

- (1) PUC July 24, 2014 Final 703(g) Order;
- (2) August 21, 2014 Mariner East Tariff;
- (3) PUC August 21, 2014 Final CPC Order;
- (4) PUC January 15, 2015 Sunoco Pipeline Mariner East Tariff; and
- (5) PUC March 26, 2015 Sunoco Pipeline Mariner East Tariff,

Sunoco Pipeline is regulated as a public utility by the PUC and is a public utility corporation, and the Mariner East service is a public utility service rendered by Sunoco Pipeline within the meaning of the BCL.

35. Further evidence of Sunoco Pipeline's public utility status is found in the fact that Sunoco Pipeline is obligated to pay the Pennsylvania Public Utility Realty Tax Assessment and the annual Pennsylvania Public Utility Gross Receipts Tax.

36. Sunoco Pipeline is also exempt from registration required under the Gas and Hazardous Liquids Pipelines Act ("Act 127") due to its public utility status. Act 127 provides that "a pipeline operator shall register with the commission." 58 P.S. § 801.301. However, Act 127 specifically defines a "pipeline operator" to exclude public utilities. 58 P.S. § 801.102. Each of these are further indicia that Sunoco Pipeline is, and has been, regulated as a public utility in Pennsylvania.

Pipeline is legally obligated, as a public utility, to offer the public utility service at the rates specified in the tariff.

—) —

)

B. THE MARINER EAST PROJECT.

37. The first phase of the Mariner East Project, known as "Mariner East 1," has been constructed and is providing valuable services to the public.

38. Sunoco Pipeline, in support of its objective of efficiently providing ethane, propane, and other petroleum product transportation services to its customers and consumers, has begun work on the second phase of the Mariner East Project, known as "Mariner East 2."

39. Plans for this second phase of the Mariner East Project include the placement of two (2) pipelines adjacent to one another, and separated by a distance of approximately five (5) feet, over the portion of the Mariner East line which runs from Delmont, Pennsylvania to the Marcus Hook Industrial Complex, and the placement of a single line over the portion of the Mariner East line which runs between Delmont, Pennsylvania and the West Virginia border.

40. In its August 21, 2014 Order granting Sunoco Pipeline's application for a CPC for Washington County, the PUC expressly recognized that the Mariner East Project might include this second phase. The PUC stated:

Subject to continued shipper interest, Sunoco intends to undertake a second phase of the Mariner East project, which will expand the capacity of the project by constructing: (1) a 16 inch or larger pipeline paralleling its existing pipeline from Houston, PA to the Marcus Hook Industrial Complex and along much of the same route, and (2) a new 15 miles of pipeline from Houston, PA to a point near the Pennsylvania-Ohio boundary line. This second phase, sometimes referred to as "Mariner East 2", will increase the take-away capacity of natural gas liquids from the Marcellus Shale and will enable Sunoco to provide additional on-loading and off-loading points within Pennsylvania for both intrastate and interstate propane shipments.

See Exhibit D at pp. 2-3. Sunoco Pipeline's CPC for Washington County thus acknowledges all phases of Mariner East service.⁴

41. The Mariner East Project is one of the largest investments in the history of the Commonwealth. The project is expected to result in a potential \$4.2 billion economic impact on Pennsylvania, creating more than 30,100 jobs during the construction period, with job earnings of \$1.9 billion. (See <http://marcelluscoalition.org/2015/02/new-study-highlights-shales-significant-impact-for-pa-s-economy/>).

42. With the exception of some of the valves, Mariner East 2 will be routed below ground level, with most of it paralleling and within the existing right of way of the Mariner East 1 pipeline.

43. Part of Mariner East 2 will be located in Westmoreland County, Pennsylvania, which is within the geographic scope of the Certificates of Public Convenience issued by the PUC to Sunoco Pipeline.

C. SUNOCO PIPELINE'S POWER OF EMINENT DOMAIN

44. Section 1511(a)(2) of the BCL specifies that:

- (a) General Rule. -- **A public utility corporation shall**, in addition to any other power of eminent domain conferred by any other statute, **have the**

⁴ In an Opinion and Order dated October 29, 2014 granting Sunoco Pipeline's Exceptions to an Initial Decision, consistent with its prior decisions, the Commission noted that "Sunoco is certificated in Pennsylvania as a public utility to transport petroleum and refined petroleum products, including propane, from Delmont, Pennsylvania to Twin Oaks, Pennsylvania" and further that its "certificated authority is not limited to a specific pipe or set of pipes, but rather, includes both the upgrading of current facilities and the expansion of existing capacity as needed for the provision of the authorized service within the certificated territory." See October 29, 2014 Order, pp. 36, 39. A true and correct copy of the October 29, 2014 Order is attached hereto as Exhibit G. Accordingly, Sunoco Pipeline's CPC's include the authority to provide the Mariner East 2 service, which service is merely an expansion of the Mariner East 1 service.

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right to take, occupy and condemn property for one or more of the following principal purposes and ancillary purposes reasonably necessary or appropriate for the accomplishment of the principal purposes:

- (2) **The transportation of artificial or natural gas, electricity, petroleum or petroleum products** or water or any combination of such substances for the public.

See 15 Pa. CSA § 1511(a)(2) (emphasis added).

45. A "public utility corporation" is defined in Section 1103 of the BCL as follows:

"Public utility corporation." Any domestic or foreign corporation for profit that:
(1) Is subject to regulation as a public utility by the Pennsylvania Public Utility Commission or an officer or agency of the United States;....

See 15 Pa. CSA § 1103, Definitions.

46. As set forth at length above, Sunoco Pipeline clearly is regulated as a public utility by the PUC. As such, Sunoco Pipeline is a "public utility corporation" as that term is defined by the BCL.⁵

47. Additionally, the definition of "petroleum products" is interpreted broadly to encompass propane and ethane, the products which Mariner East 2 will transport.

48. Indeed, in its October 29, 2014 decision, the PUC specifically stated that:

The product to be shipped by Sunoco – 'petroleum products – is a broad term that includes both propane and ethane. While gasoline and fuel oil were the original products that were shipped in the pipelines until 2013, there is no restriction in any approved Certificate limiting Sunoco's services to these particular products. In *Petition of Granger Energy of Honey Brook, LLC*,

⁵ It is beyond dispute that the term "Public utility corporation" is not limited strictly to corporations, but also includes partnerships and limited liability companies. *See* 18 Pa.C.S. § 8102(a)(2) ("A domestic or foreign partnership or limited liability company may exercise any right, power, franchise or privilege that a domestic or foreign corporation engaged in the same line of business might exercise under the laws of this Commonwealth, including powers conferred by section 1511 (relating to additional powers of certain public utility corporations) or other provisions of law granting the right to a duly authorized corporation to take or occupy property and make compensation therefor").

Docket No. P-00032043 (Order entered August 19, 2004), at 9, we gave the undefined term 'petroleum products,' as used in Section 102 of the Code, a broad meaning as a 'catch all phrase' to include what would otherwise be an exhaustive list of products. Similarly **we specifically held in the *Amendment Order* that propane is a petroleum product. While ethane is not expressly identified in 49 C.F.R. § 192.3, it also fits within the definition of 'petroleum gas.' Under 49 C.F.R. § 195.2, NGLs are encompassed under the terms 'petroleum' and 'petroleum product.'** The U.S. Energy Information Administration's definition of NGLs includes ethane and propane, which, in turn, is included in the definition of 'petroleum and other liquids.' In light of the above, we presumptively conclude that Sunoco's existing Certificate encompasses the movement of ethane and propane.

See Exhibit G, Oct. 29, 2014 Order, pp. 37-38, footnotes omitted (emphasis added).

49. Accordingly, and by virtue of its status and authority as a Pennsylvania-regulated public utility with Certificates of Public Convenience issued and tariffs approved by the PUC, Sunoco Pipeline has the power to condemn property in connection with Mariner East 2 under Section 1511(a)(2) of the BCL.

D. THE EASEMENT

50. An easement is necessary for the construction, operation, and maintenance of Mariner East 2, which will be located over, in part, and upon certain lands in the Township of Derry, Westmoreland County, Pennsylvania (the "Property") owned by Westinghouse Electric Company, LLC (the "Condemnee"), who acquired the Property via deed dated March 22, 1999, which was filed in the Recorder's Office of Westmoreland County at Deed Book Volume 3657, Page 175.

51. The Property is unzoned land with the address of Westinghouse Road, Derry Township, Pennsylvania 15717, and has Tax Parcel I.D. No. 45-06-00-0-001-00-0.

52. The easement across the Property acquired by Sunoco Pipeline is as follows: a permanent easement of 5.23 acres, a temporary easement of 2.63 acres, and an additional

temporary easement of 0.22 acres. Sunoco Pipeline intends to install both lines consecutively on the Property, within the proposed permanent easement area.

53. The parties' rights in relation to the easement acquired by Sunoco Pipeline over the Property are set forth in the document "Right-Of-Way Easement Acquired by Condemnation," attached hereto as Exhibit H.

54. The survey describing the route of Sunoco Pipeline's easement across the Property is attached as Exhibit 1 to the Right-Of-Way Easement Acquired by Condemnation.

55. Plans showing the property hereby condemned may be inspected in the Office of the Recorder of Deeds of the aforesaid County. On the same day as this Declaration of Taking is filed with the Prothonotary, plans showing the property condemned are being lodged of record in the Office of the Recorder of Deeds in and for Westmoreland County in accordance with Section 304 of the Eminent Domain Code.

56. Sunoco Pipeline has been unable to reach an agreement with Condemnee concerning acquisition of the easement for Mariner East 2. Therefore, by virtue of the power of eminent domain as provided by law, and the corporate resolution of Sunoco Pipeline dated March 15, 2016, Sunoco Pipeline has determined to condemn and appropriate an easement over and upon the Property for the purpose of constructing, operating, and maintaining Mariner East 2 for the transportation of ethane, propane, liquid petroleum gas, and other petroleum products, with Sunoco Pipeline, its successors and assigns, having the right to enter onto the easement as may be necessary for these purposes. The record of the corporate resolution may be examined at Sunoco Pipeline's principal office located at 3807 West Chester Pike, Newtown Square,

Pennsylvania 19073. A true and correct copy of the corporate resolution is attached hereto as Exhibit I.⁶

57. Sunoco Pipeline's bond in the amount of \$17,000 with Liberty Mutual Insurance Company ("Surety"), as surety, which is conditioned for the payment of all damages arising from the appropriation of Sunoco Pipeline's interest in the Property (the "Bond"), and by which just compensation is secured, is attached hereto as Exhibit J.

58. The Surety has complied with all requirements for sureties set by law or rule of court.

59. The Bond furnishes ample security for all damages that may be sustained by reason of the taking of the proposed easement(s) for the construction of Mariner East 2.

WHEREFORE, easements are hereby condemned from the property identified in the description attached hereto as Exhibit H and as indicated on the plans referenced in paragraph 55, above.

McNEES WALLACE & NURICK LLC

By: Alan R. Boynton, Jr.

Alan R. Boynton, Jr.

Pa. I.D. No. 39850

Stephanie Carfley

Pa. I.D. No. 79136

Kandice Kerwin Hull

Pa. I.D. No. 86345

McNees Wallace & Nurick LLC

100 Pine Street, P.O. Box 1166

Harrisburg, PA 17108

(717) 232-8000

Dated: April 1, 2016

Counsel for Condemnor Sunoco Pipeline L.P.

⁶ To protect the anonymity of the other landowners along the Mariner East 2 route, Exhibit I contains only the plat pertaining to the Property owned by Condemnee.

IN THE COURT OF COMMON PLEAS
OF WESTMORELAND COUNTY, PENNSYLVANIA
CIVIL DIVISION-IN REM

IN RE: CONDEMNATION BY SUNOCO : Bond No. 019053958
PIPELINE L.P. OF PERMANENT AND :
TEMPORARY RIGHTS OF WAY FOR :
THE TRANSPORTATION OF :
ETHANE, PROPANE, LIQUID :
PETROLEUM GAS, AND OTHER : EMINENT DOMAIN—IN REM
PETROLEUM PRODUCTS IN THE :
TOWNSHIP OF DERRY, :
WESTMORELAND COUNTY, :
PENNSYLVANIA, OVER THE LANDS :
OF WESTINGHOUSE ELECTRIC :
COMPANY, LLC :

BOND FOR DAMAGES UNDER RIGHT OF EMINENT DOMAIN

KNOW ALL MEN BY THESE PRESENTS, THAT Sunoco Pipeline L.P., a limited partnership organized and existing under the laws of the State of Texas, registered to do business in the Commonwealth of Pennsylvania, hereby called "Principal" or "Condemnor," and Liberty Mutual Insurance Company (hereinafter "Surety"), a corporation duly authorized under the laws of the State of Massachusetts, is held and firmly bound under the Commonwealth of Pennsylvania, hereinafter called "Obligee," for the use and benefit of the owner or owners of the property condemned as hereinafter noted, and other proper parties and interests, for such damages as the said owner or owners of the said property and other parties in interest shall be entitled to receive after the same shall have been agreed upon or assessed in the manner prescribed by law, by reason of the condemnation by Sunoco Pipeline L.P., of certain property located in the Township of Derry, County of Westmoreland, Commonwealth of Pennsylvania, being a tract of land maintained and described in the attached Exhibit "1."

WHEREAS, A true and correct copy of the condemnation plat for each tract is attached hereto as Exhibit "2."

WHEREAS, Sunoco Pipeline L.P. has appropriated a right-of-way and temporary construction easement in said property for the purpose of installing, maintaining and operating two (2) pipelines for the transportation of propane, ethane, liquid petroleum gas and other petroleum products.

WHEREAS, Sunoco Pipeline L.P. has condemned the said property and has not yet reached agreement with the owner or owners of said property upon the just compensation to be paid for the damages sustained by said owner or owners as a result of the condemnation.

WHEREAS, Sunoco Pipeline L.P. has caused an appraisal to be performed on the property that is subject to the above-referenced condemnation proceeding in Indiana County, to calculate the reasonable just compensation owed and based on the aforementioned appraisal has caused this bond to be issued in the amount of \$17,000.00.

NOW THE CONDITION, of this Bond is such that if Sunoco Pipeline L.P., the Obligor herein, shall pay or cause to be paid such amount of damages as the said owner or owners of the property and other proper parties in interest shall be entitled to receive by reason of such condemnation, after the same shall have been agreed upon or assessed in the manner provided by law, then this obligation shall be void; otherwise, to be and remain in full force and effect.

SIGNED, SEALED this 15th day of March, 2016.

SUNOCO PIPELINE L.P.
By: Sunoco Logistics Partners Operations GP LLC,
its general partner

WITNESS: [Signature] By: Peter J Guzdaukas
Name: Peter J. Guzdaukas
Title: CF

SURETY:
LIBERTY MUTUAL INSURANCE COMPANY

WITNESS: Maureen McNeill Elizabeth Maffero
Maureen McNeill Elizabeth Maffero, Attorney-in-Fact

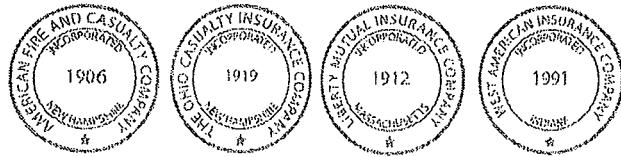
American Fire and Casualty Company Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette M. Leuschner; Douglas R. Wheeler; Elizabeth Marrero; Jaquanda Long; Marina Tapla; Mary C. O'Leary; Maureen McNeill; Wayne G. McVaugh

all of the city of Philadelphia, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2014.



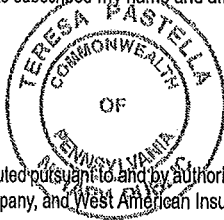
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

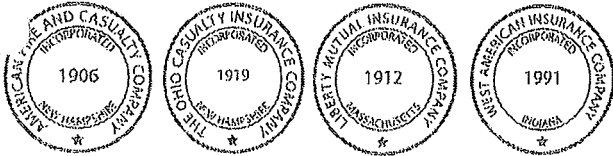
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such Instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of March, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits	\$744,221,142	Unearned Premiums	\$6,288,178,795
*Bonds — U.S Government	1,718,117,704	Reserve for Claims and Claims Expense	16,879,324,618
*Other Bonds	11,205,872,087	Funds Held Under Reinsurance Treaties	211,983,009
*Stocks	9,533,437,819	Reserve for Dividends to Policyholders	1,246,547
Real Estate	277,742,849	Additional Statutory Reserve	40,877,587
Agents' Balances or Uncollected Premiums	4,150,041,316	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	129,261,358	Other Liabilities	2,664,248,124
Other Admitted Assets	<u>14,896,464,393</u>	Total	\$26,085,858,680
Total Admitted Assets	<u>\$42,655,158,668</u>	Special Surplus Funds	\$53,954,363
		Capital Stock	10,000,000
		Paid in Surplus	8,829,117,542
		Unassigned Surplus	7,676,228,083
		Surplus to Policyholders	16,569,299,988
		Total Liabilities and Surplus	<u>\$42,655,158,668</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T. Mikolajewski

Assistant Secretary

PA-WM2-0098.0000
Westmoreland County, Pennsylvania
Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF
WESTINGHOUSE ELECTRIC COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY**

BEING A CENTERLINE DESCRIPTION FOR A FIFTY FOOT (50') WIDE PERMANENT EASEMENT, BEING TWENTY FIVE FEET (25') AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF SAID CENTERLINE, ACROSS THE LANDS NOW OR FORMERLY OWNED BY WESTINGHOUSE ELECTRIC COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY OF DERRY TOWNSHIP, WESTMORELAND COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 3657, PAGE 175 AS RECORDED IN THE WESTMORELAND COUNTY RECORDER OF DEEDS.

Commencing from a point, said point being the southeast corner of lands now or formerly owned by EQT Gathering LLC (d/b/a EQT Gathering of Pennsylvania, LLC), a Delaware limited liability company; thence South 24°26'02" West, a distance of 595.2 feet, more or less to the POINT OF BEGINNING of the easement centerline described herein; thence across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, the following ten (10) courses and distances: South 85°19'05" East, a distance of 2,410.8 feet, more or less, North 14°53'26" East, a distance of 788.9 feet, more or less, North 42°00'00" East, a distance of 476.2 feet, more or less, North 51°32'27" East, a distance of 61.5 feet, more or less, North 14°48'49" East, a distance of 365.8 feet, more or less, North 14°49'30" East, a distance of 208.2 feet, more or less, North 14°51'31" East, a distance of 52.7 feet, more or less, North 15°01'28" East, a distance of 53.7 feet, more or less, North 16°56'06" East, a distance of 59.5 feet, more or less, and North 87°43'26" East, a distance of 79.2 feet, more or less to a point on the westerly boundary line of lands now or formerly owned by United States of America, said point being the POINT OF TERMINATION of the easement centerline described herein, said point being approximately two hundred twenty-two feet (222') southwest of a found brass cap monument marking an angle break on the westerly boundary line of lands now or formerly owned by United States of America, said monument also referred to as "807D-F".

The above described easement across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, containing 5.23 acres, more or less as shown on a plan prepared by Trico Surveying & Mapping, Inc. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF WESTINGHOUSE ELECTRIC COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY".

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of Westinghouse Electric Company LLC, a Delaware limited liability company.
- 2) The intent of this Exhibit "A" is NOT to supersede any of the existing easements for the existing pipelines shown on the attached Exhibit "B".
- 3) Bearings shown hereon are Grid bearings of NAD83 Pennsylvania State Plane Coordinate System, South Zone, U.S. Survey Feet. Distances shown hereon are on Grid and a scale factor must be applied to convert to ground distances.
- 4) Record information shown hereon is based on the best available record information and provided to Trico Surveying & Mapping, Inc. by Rooney Engineering.
- 5) For additional information, see attached easement drawing (Exhibit "B") made in conjunction with and considered an integral part of the above described permanent easement.
- 6) This description and the attached Exhibit "B" were prepared for the purpose of creating a permanent easement and are not intended for use as a boundary survey.

TEMPORARY/ADDITIONAL TEMPORARY WORKSPACE

Being an additional ten foot (10') wide strip of land to be used during construction. The 10 foot wide strip of land will be on the north and west sides, parallel to and coincident with the above described fifty foot (50') wide permanent easement. Said 10 foot wide strip of land will extend from the westerly boundary line of lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, a distance of approximately three thousand five hundred ninety feet (3,590') across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company. Also, a fifteen foot (15') wide strip of land to be used during construction. The 15 foot wide strip of land will be on the south and east sides, parallel to and coincident with the above described fifty foot (50') wide permanent easement. Said 15 foot wide strip of land will extend from the westerly boundary line of lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, a distance of approximately four thousand five hundred fifty feet

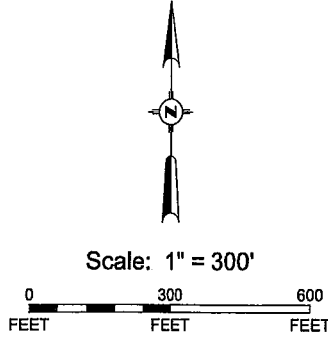
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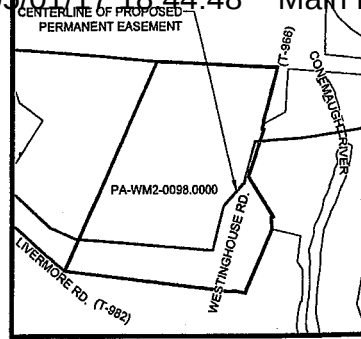
(4,550') across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, excluding that area of land west of the westerly boundary line of lands now or formerly owned by United States of America. Also, being an additional variable width strip of land to be used during construction. The variable width strip of land will be on the north side, parallel to and coincident the above described fifty foot (50') wide permanent easement. Said variable width strip of land will extend from the westerly boundary line of lands now or formerly owned by United States of America, a distance of approximately nine hundred ten feet (910') across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, excluding that area of land within the right-of-way of Westinghouse Road (T-966). An additional four-sided area of land, being on the north side, parallel to and coincident with the above mentioned 10 foot wide strip of land, being approximately fifty-three feet (53') by one hundred two feet (102') by fifty feet (50') by eighty-four feet (84'), and being adjacent to the easterly boundary line of lands now or formerly owned by EQT Gathering LLC (d/b/a EQT Gathering of Pennsylvania, LLC), a Delaware limited liability company, will be required for construction purposes. Also, two additional areas of land, being adjacent to each side of the right-of-way of Westinghouse Road (T-966), the westerly additional area being approximately fifty-two feet (52') by one hundred feet (100'), and the easterly additional area being approximately twenty-seven feet (27') by five feet (5') by twenty-six feet (26') by six feet (6'), and both being north of, parallel to and coincident with the above mentioned northerly variable width strip of land, will be required for construction purposes.

Trico Surveying & Mapping, Inc.
441 West Gourley Pike
Bloomington, IN 47404

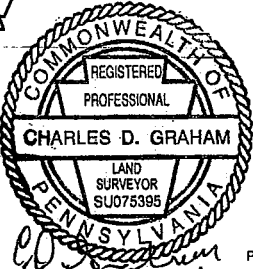
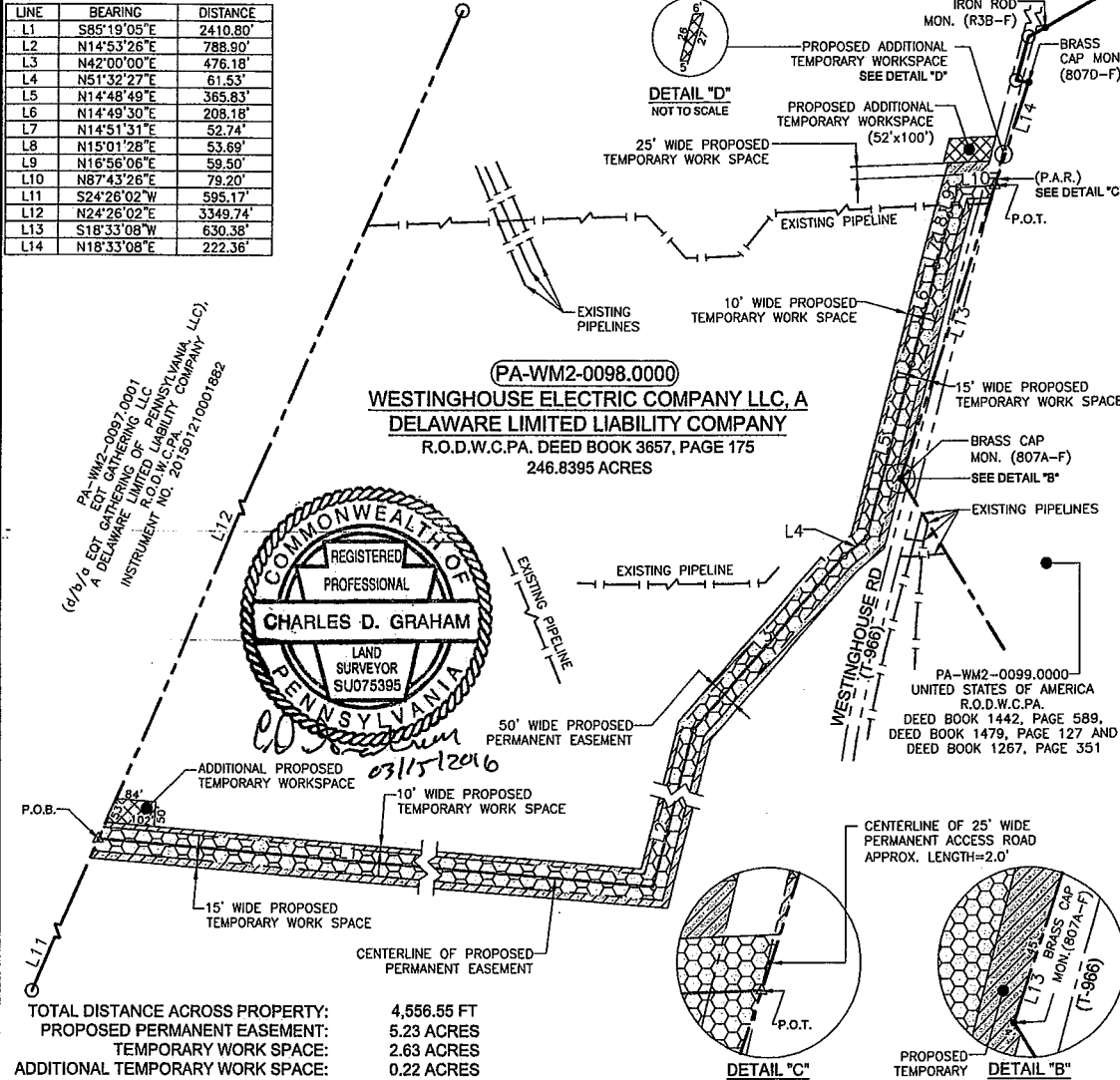
EXHIBIT 109 of 130
DERRY TOWNSHIP
WESTMORELAND COUNTY,
PENNSYLVANIA



- LEGEND**
- R.O.D.W.C.P.A. WESTMORELAND COUNTY RECORDER OF DEEDS, PA.
 - P.O.B. POINT OF BEGINNING
 - P.O.T. POINT OF TERMINATION
 - () RECORD BEARING AND DISTANCE
 - PROPERTY CORNER FOUND
 - PROPERTY CORNER NOT FOUND
 - △ PROPOSED PIPELINE/DEED LINE INTERSECTION
 - PROPOSED PIPELINE VERTICE
 - ▨ PROPOSED PERMANENT EASEMENT
 - ▩ PROPOSED TEMPORARY WORK SPACE
 - ▧ PROPOSED ADDITIONAL TEMPORARY WORK SPACE



LINE	BEARING	DISTANCE
L1	S85°19'05"E	2410.80'
L2	N14°53'26"E	788.90'
L3	N42°00'00"E	476.18'
L4	N51°32'27"E	61.53'
L5	N14°48'49"E	365.83'
L6	N14°49'30"E	208.18'
L7	N14°51'31"E	52.74'
L8	N15°01'28"E	53.69'
L9	N16°56'06"E	59.50'
L10	N87°43'26"E	79.20'
L11	S24°26'02"W	595.17'
L12	N24°26'02"E	3349.74'
L13	S18°33'08"W	630.38'
L14	N18°33'08"E	222.36'



TOTAL DISTANCE ACROSS PROPERTY: 4,556.55 FT
 PROPOSED PERMANENT EASEMENT: 5.23 ACRES
 TEMPORARY WORK SPACE: 2.63 ACRES
 ADDITIONAL TEMPORARY WORK SPACE: 0.22 ACRES

- NOTES:**
- THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY EASEMENTS CROSSING THE SUBJECT PROPERTY. THE PROPERTY LINES SHOWN HEREON, WERE COMPILED FROM THE BEST AVAILABLE RECORD INFORMATION AND GEO-REFERENCED TO APPARENT BOUNDARY EVIDENCE AND ARE NOT THE RESULT OF A BOUNDARY SURVEY.
 - THE INFORMATION SHOWN HEREON IS AN ILLUSTRATION OF THE APPARENT PROPERTY LINES IN RELATION TO THE PROPOSED EASEMENTS. IT SHOULD NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
 - BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE PROJECT COORDINATE SYSTEM OF NAD 83, PENNSYLVANIA STATE PLANE, SOUTH ZONE, U.S. SURVEY FEET. DISTANCES SHOWN HEREON ARE GRID DISTANCES AND A SCALE FACTOR MUST BE APPLIED TO CONVERT TO GROUND DISTANCES.
 - CORNER TIES WITH "x" REFERENCE, ARE APPROXIMATE SCALED DISTANCES.
 - FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THE ABOVE DESCRIBED EASEMENT.
 - EXISTING PIPELINE INFORMATION HAS BEEN PROVIDED BY ROONEY ENGINEERING.

SURVEYED BY: **TRICO Surveying & Mapping, Inc.**
 441 West Gouley Pike, Bloomington, IN 47404
 Phone: 812-330-7030 Fax: 812-330-7035 Web: www.tricosurveying.com

CLIENT: **Sunoco Pipeline L.P.**

REVISIONS

NO.	DATE	BY	DESCRIPTION
0	1/29/16	JMP	ISSUED FOR REVIEW
1	3/15/16	JMP	REVISED PER COMMENTS


PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF WESTINGHOUSE ELECTRIC COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY

DRAWN BY: JMP **DRAWN DATE:** 1/29/16 **CHECKED BY:** CDG **PLOT DATE:** 1/29/16

TRACT NO. PA-WM2-0098.0000 **PAGE 1 OF 1**

CERTIFICATION OF BUSINESS RECORD

Pursuant to 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities, I, Curtis N. Stambaugh, verify that I am an Assistant General Counsel for Sunoco Pipeline L.P. and Sunoco Logistics Partners Operations GP LLC, that as such I am authorized to execute this Certification, and that the following Corporate Resolution of Sunoco Logistics Partners Operations GP LLC is a true and correct copy of a portion of the original which is contained within the official business records of that entity.



Curtis N. Stambaugh

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**Corporate Resolution of
SUNOCO LOGISTICS PARTNERS OPERATIONS GP LLC**

CERTIFIED PLATS – MARINER EAST 2

The undersigned, being the sole director of Sunoco Logistics Partners Operations GP LLC, a Delaware limited liability company (the “Company”) that is the general partner of Sunoco Pipeline L.P. (the “Partnership”), does hereby consent to the taking of the following actions and adoption of the following resolutions, pursuant to and in accordance with the Delaware Limited Liability Company Act and the Company’s Limited Liability Company Agreement, such actions and resolutions to have the same force and effect as though duly taken and adopted at a meeting of the sole director of the company duly called and legally held.

WHEREAS, the Board of Directors of Sunoco Partners LLC, by Resolution dated July 24, 2014, authorized the Company to do an perform all such acts and things necessary or appropriate to effectuate the implementation of the Mariner East 2 Project, as more fully set forth in the attached Exhibit A; and

WHEREAS, Management of the Company, in its capacity as a general partner of the Partnership, recommends that the Company adopt and recognize the public necessity of acquiring easements, rights of way, and/or fee title to certain real property in connection with the construction of underground pipelines to transport petroleum products in and through Harrison and Jefferson Counties, Ohio; Brooke County, West Virginia; and Washington, Allegheny, Westmoreland, Indiana, Cambria, Blair, Huntingdon, Juniata, Perry, Cumberland, York, Dauphin, Lebanon, Lancaster, Berks, Chester and Delaware Counties, Pennsylvania, (hereinafter the “Pipelines”) and further grant authorization to acquire easements, rights of way, or fee title necessary to construct and operate the Pipelines by purchase or eminent domain.

NOW, THEREFORE, BE IT

RESOLVED, that there is a public necessity for the construction and operation of the Pipelines upon and across the parcels of real property shown in the attached Exhibit B for the purpose of constructing, operating, and maintaining the Pipelines for the public need and interest; and

FURTHER RESOLVED, that the Pipelines are for the public use and in the public interest and there is a public necessity for acquiring, owning and holding easements, rights of way, and/or fee title, as described in Exhibit B (the “Property Interests”), necessary for the construction, operation, and maintenance of the Pipelines; and

FURTHER RESOLVED, that the President, any Vice President, and any respective delegate thereof (each officer and/or delegate being an "Authorized Delegate") be, and hereby is authorized, empowered, and directed, on behalf of, and in the name of the Company and/or the Partnership to acquire, either by agreed purchase or by condemnation proceedings under Ohio, Pennsylvania, or West Virginia law, the Property Interests for the purpose of constructing operating, and maintaining the Pipelines, including, but not limited to, the right to construct, reconstruct, relocate, rebuild, maintain, operate, upgrade, replace (with similar or different facilities) and remove the Pipelines together with related facilities and appurtenances along the route shown and depicted in the attached Exhibit B; and

FURTHER RESOLVED, that all the actions heretofore taken by any such officer or Authorized Delegate in order to effectuate or carry out the purposes and intent of the foregoing resolutions are hereby ratified, adopted and approved; and

FURTHER RESOLVED, that an executed copy of this Resolution by Written Consent of the General Partner shall be filed with the minutes of the proceedings of the Company and the Partnership.

NOW THEREFORE, the undersigned Sole Director of the Company has executed this Resolution by Written Consent of the General Partner effective as of this 15th day of March, 2016.

Sunoco Pipeline L.P.

By: Sunoco Logistics Partners Operations GP
LLC, its general partner


Name: David R. Chalson

Title: Sole Director

EXHIBIT A

Board of Directors Meeting - Business Development

SUNOCO PARTNERS LLC
Meeting of the Board of Directors
July 24, 2014

RESOLUTIONS
(Mariner East 2 Project)

WHEREAS, the Board of Directors (the "*Board*") of Sunoco Partners LLC (the "*Company*"), the general partner of Sunoco Logistics Partners L.P. (the "*Partnership*") deems it advisable and in the best interest of the Partnership for the Partnership to pursue a project for a pipeline take-away solution for natural gas liquids from the Marcellus and Utica shales involving the development and construction of a 350 mile new build pipeline from origins in Ohio, West Virginia and Pennsylvania to the Marcus Hook Industrial Complex and intermittent destinations within Pennsylvania (such project referred to as the "*Mariner East 2 Project*"); and

WHEREAS, the Mariner East 2 project is an expansion and second phase of the Mariner East 1 project, which was fully subscribed, to bring additional NGL barrels from the Marcellus and Utica shales which will require an expansion and increase in terminal capacity of the Marcus Hook Industrial Complex, the construction of refrigerated ethane and propane storage and other modifications to the Marcus Hook Industrial Complex to handle various NGL products;

WHEREAS, the Board deems it advisable to authorize and approve the Partnership's execution and implementation of the Mariner East 2 Project, including the capital expenditure by the Partnership in respect of its assets necessary or required in connection with the Mariner East 2 Project as identified below.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that President and Chief Executive Officer, the Senior Vice President and General Counsel, the Chief Financial Officer and the Vice President, Business Development-Refined Products/NGLs of the Company or any authorized respective delegate of any of the foregoing (each, an "*Authorized Officer*") is hereby authorized to pursue and proceed with the Mariner East 2 Project, including, without limitation, (i) the ability of the Partnership or one or more of its subsidiaries or affiliates therein in connection with and as part of the Mariner East 2 Project to make capital expenditures not to exceed \$2.9 billion to construct and build the new Mariner East 2 pipeline, or to modify, convert and/or expand certain existing pipelines for use in connection with the Mariner East 2 Project, to construct, purchase, expand, modify and develop tankage, equipment and other facilities, including refrigerated ethane and propane storage facilities, at the Marcus Hook Industrial Complex or any other terminal to be used in connection with the Mariner East 2 Project; to construct, build, or purchase any other assets, equipment or facilities necessary or required to execute, perform, and implement the Mariner East 2 Project; and

FURTHER RESOLVED, that the entry by the Partnership or one of its operating subsidiaries into one or more transportation services agreements, terminalling agreements or other commercial agreements or arrangements, including without limitation right-of-way agreements, easements and other similar agreements upon such terms and conditions as any Authorized Officer deems reasonable or necessary in his or her judgment; and the undertaking by the Partnership or one of its operating subsidiaries of any action or proceeding necessary or required in connection with the execution or implement of the Mariner East 2 Project, including

Board of Directors Meeting - Business Development

the institution of condemnation proceedings or other action in connection with the use of eminent domain authority under applicable state law, hereby is authorized and approved; and

FURTHER RESOLVED, that the Authorized Officers are hereby authorized, empowered and directed, for and on behalf of the Company, the General Partner, the Partnership and any of the operating subsidiaries of the Partnership, to do and perform all such acts and things, and to enter into, execute and deliver all such other agreements, instruments, contracts, certificates, instruments, statements and documents, that in the judgment of the officer taking such action, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions, with such determination to be conclusively evidenced by the taking of such action.

FURTHER RESOLVED, that any actions taken by the proper officers and employees of the Company prior to the date of these resolutions are hereby ratified and affirmed to the extent consistent with the intent of the foregoing resolutions.

End of Resolutions

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EXHIBIT B

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PA-WM2-0098.0000
Westmoreland County, Pennsylvania
Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF
WESTINGHOUSE ELECTRIC COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY**

BEING A CENTERLINE DESCRIPTION FOR A FIFTY FOOT (50') WIDE PERMANENT EASEMENT, BEING TWENTY FIVE FEET (25') AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF SAID CENTERLINE, ACROSS THE LANDS NOW OR FORMERLY OWNED BY WESTINGHOUSE ELECTRIC COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY OF DERRY TOWNSHIP, WESTMORELAND COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 3657, PAGE 175 AS RECORDED IN THE WESTMORELAND COUNTY RECORDER OF DEEDS.

Commencing from a point, said point being the southeast corner of lands now or formerly owned by EQT Gathering LLC (d/b/a EQT Gathering of Pennsylvania, LLC), a Delaware limited liability company; thence South 24°26'02" West, a distance of 595.2 feet, more or less to the POINT OF BEGINNING of the easement centerline described herein; thence across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, the following ten (10) courses and distances: South 85°19'05" East, a distance of 2,410.8 feet, more or less, North 14°53'26" East, a distance of 788.9 feet, more or less, North 42°00'00" East, a distance of 476.2 feet, more or less, North 51°32'27" East, a distance of 61.5 feet, more or less, North 14°48'49" East, a distance of 365.8 feet, more or less, North 14°49'30" East, a distance of 208.2 feet, more or less, North 14°51'31" East, a distance of 52.7 feet, more or less, North 15°01'28" East, a distance of 53.7 feet, more or less, North 16°56'06" East, a distance of 59.5 feet, more or less, and North 87°43'26" East, a distance of 79.2 feet, more or less to a point on the westerly boundary line of lands now or formerly owned by United States of America, said point being the POINT OF TERMINATION of the easement centerline described herein, said point being approximately two hundred twenty-two feet (222') southwest of a found brass cap monument marking an angle break on the westerly boundary line of lands now or formerly owned by United States of America, said monument also referred to as "807D-F".

The above described easement across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, containing 5.23 acres, more or less as shown on a plan prepared by Trico Surveying & Mapping, Inc. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF WESTINGHOUSE ELECTRIC COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY".

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of Westinghouse Electric Company LLC, a Delaware limited liability company.
- 2) The intent of this Exhibit "A" is NOT to supersede any of the existing easements for the existing pipelines shown on the attached Exhibit "B".
- 3) Bearings shown hereon are Grid bearings of NAD83 Pennsylvania State Plane Coordinate System, South Zone, U.S. Survey Feet. Distances shown hereon are on Grid and a scale factor must be applied to convert to ground distances.
- 4) Record information shown hereon is based on the best available record information and provided to Trico Surveying & Mapping, Inc. by Rooney Engineering.
- 5) For additional information, see attached easement drawing (Exhibit "B") made in conjunction with and considered an integral part of the above described permanent easement.
- 6) This description and the attached Exhibit "B" were prepared for the purpose of creating a permanent easement and are not intended for use as a boundary survey.

TEMPORARY/ADDITIONAL TEMPORARY WORKSPACE

Being an additional ten foot (10') wide strip of land to be used during construction. The 10 foot wide strip of land will be on the north and west sides, parallel to and coincident with the above described fifty foot (50') wide permanent easement. Said 10 foot wide strip of land will extend from the westerly boundary line of lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, a distance of approximately three thousand five hundred ninety feet (3,590') across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company. Also, a fifteen foot (15') wide strip of land to be used during construction. The 15 foot wide strip of land will be on the south and east sides, parallel to and coincident with the above described fifty foot (50') wide permanent easement. Said 15 foot wide strip of land will extend from the westerly boundary line of lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, a distance of approximately four thousand five hundred fifty feet

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(4,550') across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, excluding that area of land west of the westerly boundary line of lands now or formerly owned by United States of America. Also, being an additional variable width strip of land to be used during construction. The variable width strip of land will be on the north side, parallel to and coincident the above described fifty foot (50') wide permanent easement. Said variable width strip of land will extend from the westerly boundary line of lands now or formerly owned by United States of America, a distance of approximately nine hundred ten feet (910') across the lands now or formerly owned by Westinghouse Electric Company LLC, a Delaware limited liability company, excluding that area of land within the right-of-way of Westinghouse Road (T-966). An additional four-sided area of land, being on the north side, parallel to and coincident with the above mentioned 10 foot wide strip of land, being approximately fifty-three feet (53') by one hundred two feet (102') by fifty feet (50') by eighty-four feet (84'), and being adjacent to the easterly boundary line of lands now or formerly owned by EQT Gathering LLC (d/b/a EQT Gathering of Pennsylvania, LLC), a Delaware limited liability company, will be required for construction purposes. Also, two additional areas of land, being adjacent to each side of the right-of-way of Westinghouse Road (T-966), the westerly additional area being approximately fifty-two feet (52') by one hundred feet (100'), and the easterly additional area being approximately twenty-seven feet (27') by five feet (5') by twenty-six feet (26') by six feet (6'), and both being north of, parallel to and coincident with the above mentioned northerly variable width strip of land, will be required for construction purposes.

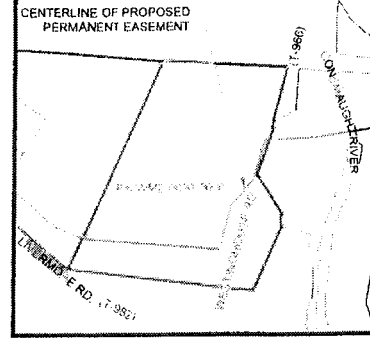
Trico Surveying & Mapping, Inc.
441 West Gourley Pike
Bloomington, IN 47404

EXHIBIT B130
DERRY TOWNSHIP
WESTMORELAND COUNTY,
PENNSYLVANIA

LEGEND

- R.O.D.W.C.P.A. WESTMORELAND COUNTY RECORDER OF DEEDS, PA
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- () RECORD BEARINGS AND DISTANCE
- PROPERTY CORNER FOUND
- PROPERTY CORNER NOT FOUND
- PROPOSED PIPELINE/VEHICLE LINE INTERSECTION
- PROPOSED PIPELINE VERTICE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY WORK SPACE
- PROPOSED ADDITIONAL TEMPORARY WORK SPACE

Scale: 1" = 300'

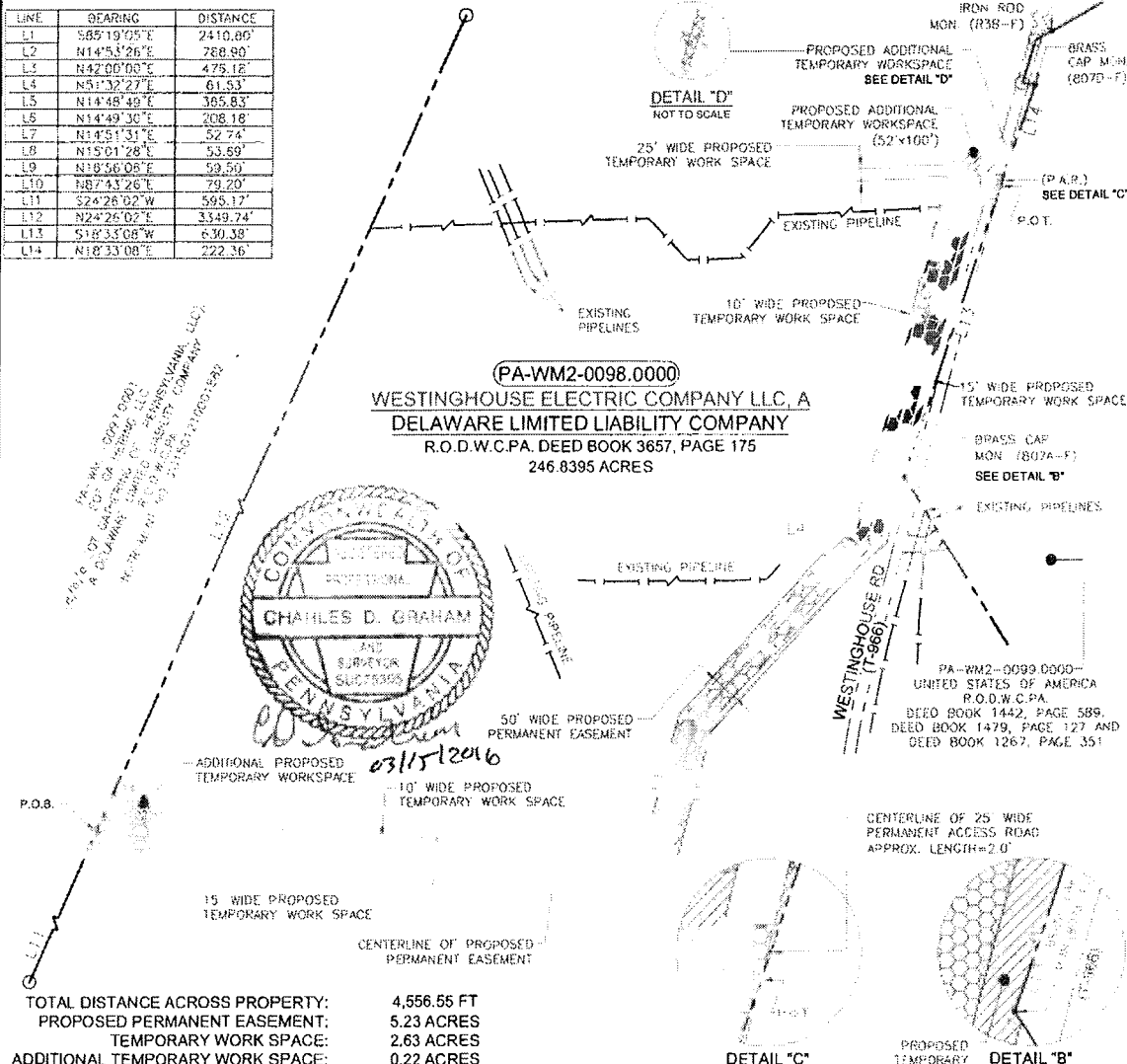
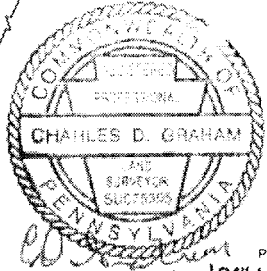


VICINITY MAP

NOT TO SCALE

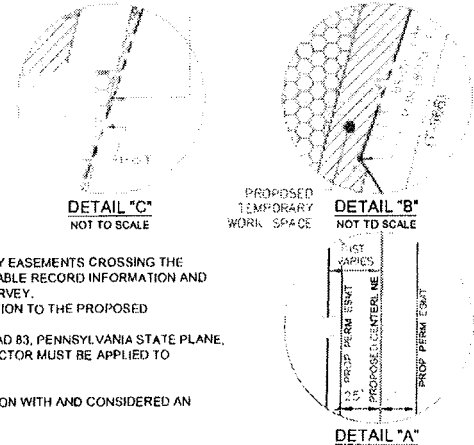
LINE	BEARING	DISTANCE
L1	S85°19'05"E	2410.80'
L2	N14°53'26"E	788.90'
L3	N42°00'00"E	475.12'
L4	N51°32'27"E	61.53'
L5	N14°48'49"E	365.83'
L6	N14°49'30"E	208.18'
L7	N14°51'31"E	52.74'
L8	N15°01'28"E	53.59'
L9	N18°56'05"E	59.50'
L10	N87°43'26"E	79.20'
L11	S24°26'02"W	595.17'
L12	N24°26'02"E	3349.74'
L13	S18°33'08"W	630.38'
L14	N18°33'08"E	222.36'

PA-WM2-0098.0000
WESTINGHOUSE ELECTRIC COMPANY LLC, A
DELAWARE LIMITED LIABILITY COMPANY
 R.O.D.W.C.P.A. DEED BOOK 3657, PAGE 175
 246.8395 ACRES



TOTAL DISTANCE ACROSS PROPERTY: 4,556.55 FT
 PROPOSED PERMANENT EASEMENT: 5.23 ACRES
 TEMPORARY WORK SPACE: 2.63 ACRES
 ADDITIONAL TEMPORARY WORK SPACE: 0.22 ACRES

- NOTES:**
- THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY EASEMENTS CROSSING THE SUBJECT PROPERTY. THE PROPERTY LINES SHOWN HEREON, WERE COMPILED FROM THE BEST AVAILABLE RECORD INFORMATION AND GEO-REFERENCED TO APPARENT BOUNDARY EVIDENCE AND ARE NOT THE RESULT OF A BOUNDARY SURVEY.
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TRICO Surveying & Mapping, Inc.
 141 West Geary Pike, Harrisburg, PA 17104
 Tel: 717-633-7000 Fax: 717-633-7005 Web: www.tricosurveying.com

Sunoco Pipeline L.P.

REVISIONS

NO.	DATE	BY	DESCRIPTION
0	1/29/16	JMP	ISSUED FOR REVIEW
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PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF WESTINGHOUSE ELECTRIC COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY

DRAWN BY: JMP DRAWN DATE: 1/29/16 CHECKED BY: CDG PLOT DATE: 1/29/16

