

# This Deed

Made the 19<sup>th</sup> day of December in the year  
nineteen hundred and ninety (19 - 90).

Between HIDLAY OIL COMPANY, INC., now by change of name, COLUMBIA FUELS CORP., a Delaware corporation authorized to do business in the Commonwealth of Pennsylvania, with a mailing address at P.O. Box 467, Scranton, Lackawanna County, Pennsylvania,

**GRANTOR**

**A N D**

RICHARD P. CREASY, an adult individual with address at 261 West Street, Bloomsburg, Columbia County, Pennsylvania,

**GRANTEE**

**Witnesseth**, That the said Grantor for and in consideration of the sum of ONE HUNDRED FIFTEEN THOUSAND AND 00/100 ————— (\$ 115,000.00 )

Dollars, lawful money of the United States of America, unto the Grantor well and truly paid by the Grantee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has (X) granted, bargained, sold, conveyed and confirmed, and by these Presents do grant, bargain, sell, convey and confirm unto the said Grantee (X) his heirs, successors and assigns,

All that certain piece or parcel of land, situate in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, bounded and described more fully as follows:

BEGINNING at a concrete monument on the south line of the Right of Way of the D.L.&W.R.R. Company and the west line of Railroad Street; thence by the south line of the Right of Way of the D.L.&W.R.R. Company south  $53^{\circ}13'$  west three hundred (300) feet six (6) inches to an iron pin and land of W.P. Zehner; thence by land of W.P. Zehner south  $26^{\circ}15'$  east one hundred eighty-six (186) feet six (6) inches to an iron pin and land of William H. Snyder; thence by land of William H. Snyder north  $63^{\circ}4'$  east two hundred ninety-five (295) feet six (6) inches to an iron pin and west line of Railroad Street; thence by west line of Railroad Street north  $26^{\circ}15'$  west two hundred forty-three (243) feet to the place of beginning.

Together with all the rights and privileges with respect to the location, erection, maintenance and use of a railroad siding from the tracks of the D.L.&W.R.R. Company into, over, upon and through the above-described premises.

EXCEPTING AND RESERVING therefrom and thereout all that certain piece or parcel of land bounded and described as follows:

A strip of land seven (7) feet wide, measured at right angles to the present new Westerly sideline of Railroad Street and extending from the Southerly sideline of the Right of Way of the D.L.&W. Railroad Company, to the Southerly sideline of the property of The Texas Company, extended in an Easterly direction, being bounded on the West by the said new sideline of Railroad Avenue there measuring 187.7 feet and bounded on the East by the old sideline of Railroad Avenue, there measuring 243 feet.

IT BEING a seven (7) feet wide strip of land along the westerly line of Railroad Street and intending to be added to the Right of Way of said Railroad Street and being the premises transferred and conveyed by The Texas Company by their Deed of Conveyance dated January 29, 1946 unto the Town of Bloomsburg.

BEING the same premises conveyed by deed of Texaco, Inc., to Hidlay Oil Company, Inc., (erroneously referred to as a Pennsylvania business corporation) now by change of name Columbia Fuels Corp., dated November 3, 1969, and recorded January 6, 1970, in Columbia County Deed Book Volume 245, at Page 1187. The aforesaid change of name is evidenced by an Amended Certificate of Authority issued by the Commonwealth of Pennsylvania, Department of State, dated March 28, 1986 and recorded on May 12, 1986, in Columbia County Charter Book Volume 3, at Page 291.

UNDER AND SUBJECT to the same reservations, covenants, restrictions, conditions, exceptions and easements as appear in the chain of title.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED 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 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.

464 624



### REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	-0-
Book Number	4164
Page Number	623
Date Recorded	12-20-90

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

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

Name	Telephone Number:		
Michael J. Irey, Esquire	Area Code (717)	1	784-6770
Street Address	City	State	Zip Code
38 West Third Street	Bloomsburg	PA	17815

**B TRANSFER DATA**

Grantor(s)/Lessor(s)	Grantee(s)/Lessee(s)
Columbia Fuels Corp.	Richard P. Creasy
Street Address	Street Address
P.O. Box 467	261 West Street
City	City
Scranton	Bloomsburg
State	State
PA	PA
Zip Code	17815

**C PROPERTY LOCATION**

Street Address	City, Township, Borough
820 Railroad Street	Town of Bloomsburg
County	School District
Columbia	Bloomsburg
	Tax Parcel Number
	05W-02-07

**D VALUATION DATA**

1. Actual Cash Consideration \$115,000.00	2. Other Consideration + -0-	3. Total Consideration = \$115,000.00
4. County Assessed Value 41680.00	5. Common Level Ratio Factor x 14.08	6. Fair Market Value = \$115,000.00

**E EXEMPTION DATA**

1a. Amount of Exemption Claimed 100%	1b. Percentage of Interest Conveyed 100%
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2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of Deedee) (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_.
- Corrective deed (Attach copy of the prior deed).
- Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- Other (Please explain exemption claimed, if other than listed above.) Claim of Exemption based upon U.S. Bankruptcy Code, 11 U.S.C. §1146(c), and Order Confirming Plan of Reorganization of Columbia Fuels Corp. by the U.S. Bankruptcy Court, Middle District of Pennsylvania, Enter Bankruptcy Judge Thomas C. Gibbons, filed to Case No. 5-86-00176 on August 25, 1986 and attached hereto.

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

Signature of Correspondent or Responsible Party  
*Michael J. Irey*

Date  
12/20/90

(SEE REVERSE) BOOK 464 PAGE 625

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

AUG 25 1986

In re : Chapter 11  
COLUMBIA FUELS CORP. : Case No. 8-86-00176  
Debtor :

MARGARET A. S.  
BANKRUPTCY

ORDER CONFIRMING PLAN OF REORGANIZATION  
OF COLUMBIA FUELS CORP.

This 25<sup>th</sup> day of August, 1986, Columbia Fuels Corp. ("Columbia") having filed its Plan of Reorganization (the "Plan") described in its Disclosure Statement dated May 30, 1986, copies of which were transmitted to creditors and equity security holders, and the Court having determined, after a hearing on notice, that:

- (A) The Plan complies with all of the applicable provisions of the Bankruptcy Code.
- (B) Columbia, as the proponent of the Plan, has complied with all of the applicable provisions of the Bankruptcy Code.
- (C) The Plan has been proposed in good faith and not by any means forbidden by law.
- (D) All payments made or promised by Columbia or by any other person for services or for costs and expenses in connection with this case, or in connection with the Plan and incident to the case, have been approved by or will be subject to the approval of the Court as reasonable.

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(E) Columbia has disclosed, to the extent presently known, the identity of and the nature of any compensation for every insider to be employed or retained by Columbia after confirmation of the Plan. Columbia has also disclosed, to the extent presently known, the identity and affiliations of every individual proposed to serve, after confirmation of the Plan, as a director or officer of Columbia; and the appointment to or continuation in office of each such individual is consistent with the interests of creditors and equity security holders, and with public policy.

(F) The provisions of Bankruptcy Code §1129(a)(5) are not applicable to this case.

(G) Each holder of a claim or interest has accepted the Plan or will receive or retain under the Plan on account of such claim or interest property of a value, as of the effective date of the Plan, that is not less than the amount that such holder would so receive or retain if Columbia were liquidated under chapter 7 of the Bankruptcy Code on that date.

(H) The Plan has been accepted by the creditors and equity security holders whose acceptance is required by law; and the Plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the Plan.

(I) Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the Plan provides that (1) the holder of a claim of a

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kind specified in Bankruptcy Code §507(a)(7) will receive on account of such claim deferred cash payments, over a period not exceeding six years after the date of assessment of such claim, of a value, as of the effective date of the Plan, equal to the allowed amount of such claim, and (2) the holder of any other kind of claim entitled to priority under Bankruptcy Code §507(a) will receive on account of such claim cash on the effective date of the Plan equal to the allowed amount of such claim.

(J) At least one class of claims that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider.

(K) Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of Columbia.

(L) Columbia has complied with Bankruptcy Rule 3017(d) and with paragraph 5 of this Court's Order Approving Disclosure Statement.

NOW, THEREFORE, upon the motion of Columbia by its counsel Drinker Biddle & Reath, IT IS ORDERED that:

1. The Plan is confirmed.
2. The provisions of the Plan shall be binding upon Columbia, any entity acquiring property under the Plan, any creditor of Columbia, and any holder of an equity security of Columbia, whether or not the claim or interest of such creditor or equity security holder is impaired under the Plan and whether or not such creditor or equity security holder has accepted the Plan.

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3. Columbia is hereby discharged from any and every debt that arose before the date of confirmation of the Plan, and from any and every debt of a kind specified in Bankruptcy Code §502(g), §502(h), or §502(i), whether or not any proof of the claim based on such debt is filed or deemed filed under Bankruptcy Code §501, and whether or not such claim is allowed under Bankruptcy Code §502, and whether or not the holder of such claim has accepted the Plan.

4. All rights and interests of the holders of any equity security of Columbia, heretofore issued, are hereby terminated.

5. All of the property of Columbia's estate is hereby vested in Columbia in accordance with the provisions of the Plan. Except as otherwise provided by the Plan or by this Order, all of such property is free and clear of all claims and interests of creditors of Columbia and the holders of equity securities of Columbia heretofore issued.

6. Creditors of Columbia whose debts are discharged by the Plan and by this Order are hereby restrained and enjoined from commencing or continuing any action or employing any process to collect such debts as liabilities of Columbia. Any judgment, decree, award, or assessment at any time obtained, to the extent that such judgment, decree, award, or assessment is a determination of the liability of Columbia with respect to any debt discharged by the Plan and by this Order, is hereby voided.

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7. Columbia is hereby empowered and authorized to execute such documents and to perform such other acts as may be necessary or appropriate to implement the Plan including, without limitation, the amendment of its Certificate of Incorporation as provided in Section 4.04 of the Plan and the issuance of the New Common Stock as provided in Section 3.09 of the Plan.

8. Any sale of property under Section 4.08 of the Plan shall be free and clear of any and all liens securing any claim in Class 2 or Class 3 as described in the Plan. Each holder of a claim in Class 2 or Class 3, as a condition precedent to any further distribution to such holder under Article III of the Plan, shall promptly execute and deliver to Columbia such instruments in writing, or shall promptly perform such other acts, as Columbia may reasonably require in order to cause any lien securing such claim to be released of record from any such property sold; and every such lien shall attach to the net proceeds of sale, which shall be distributed as provided in the Plan.

9. The recorder of deeds or similar official of any governmental unit in whose office deeds may be recorded shall accept for recording and shall promptly record the deed for any property sold under Section 4.08 of the Plan without payment of any transfer tax for which an exemption is claimed by the purchaser or by Columbia pursuant to Bankruptcy Code §1146(c). Any objection of such official or of such governmental unit to such a claim of exemption from tax shall be

filed with this Court and served on Columbia within twenty days from the delivery to such official of a copy of this Order. The Court will consider any such objection and, if the objection is sustained, the appropriate tax shall be paid as provided in the Plan.

10. The Court retains jurisdiction as provided in Article VI of the Plan.

*Thomas C. Gibbons*

Thomas C. Gibbons  
Chief Bankruptcy Judge

cc: Bruce D. Shuter, Esquire  
Warren T. Pratt, Esquire  
Vincent J. Marriott, III, Esquire  
Drinker Biddle & Reath  
1100 PNB Building  
Broad and Chestnut Streets  
Philadelphia, PA 19107  
(215) 988-2700  
  
Attorneys for Debtor  
Columbia Fuels Corp.

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Together with all and singular the buildings, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the Grantor(s), its successors and assigns in law, equity or otherwise howsoever of, in and to the same and every part thereof,

To Have and to Hold the said improvements, hereditaments and premises hereby granted, or mentioned, and intended so to be with the appurtenances, unto the said Grantee(s), ~~his~~-his-~~heir~~heirs, successors and assigns, to and for the only proper use and behoof of the said Grantee(s), ~~his~~-his-~~heir~~heirs, successors and assigns forever.

And the Grantor(s), its successors and assigns, by these presents covenant, grant and agree to and wish the said Grantee(s), ~~his~~-his-~~heir~~heirs, successors and assigns, that it, the said Grantor(s), its successors and assigns, all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee(s), its successors and assigns, against it, the said Grantor(s) and its successors and assigns and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof,

SPECIALLY  
Shall and Will/Warrant and Forever Defend.

In Testimony Whereof, the said Grantor  
has caused this Indenture to be signed by its President, attested by its  
Secretary and affixed hereunto the common and corporate seal of the  
said Corporation, that the seal affixed hereto is the seal of said Corpora-  
tion, that it was so affixed by order of the Board of Directors of said  
Corporation, and that they signed their names hereto by like order, the  
day and year first above written.

HIDLAY OIL COMPANY, INC.  
now by name change, Columbia Fuels Corp.

Signed, Sealed and Delivered  
in the presence of

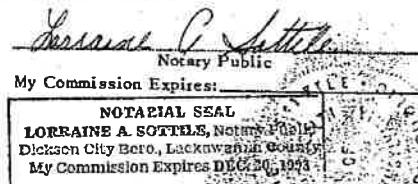
By: *J. Allan Downing* President  
J. ALLAN DOWNING  
Attest: *Karen Levenski* Secretary  
KAREN LEVENDOSKI

Commonwealth of Pennsylvania  
County of Lackawanna } ss.

On this, the 19th day of December, 1990, before me  
a Notary Public  
appeared J. ALLAN DOWNING

the President of HIDLAY OIL COMPANY, INC., Grantor,  
a Corporation, and that he 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 as

In Witness Whereof, I hereunto set my hand and official seal.



I hereby certify that the address of the Grantee herein is: 261 West Street,  
Bloomsburg, PA 17815

*Richard J. Tay*  
*Attorney for Grantee*

Recorded	Mo.	Dec 20 11:40 AM	Seal
From A Corporation		Grantor	
HIDLAY OIL COMPANY, INC.		Grantee	
Richard P. GREASY		Richard J. Tay	
Entered for record in the Recorder's Office of the County of the day of the month of the year of 1990 Recorded for premises described herein Consideration \$ 115,000.00 Tax \$ Fees \$ GST #66 Recorder.			
ROSENN, JENKINS & GREENWALD ATTORNEYS AT LAW WILKES-BARRE, PA.			

Commonwealth of Pennsylvania  
County of COLUMBIA 11:40 a.m. } ss.

Recorded on this 20th day of December, 1990  
in the Recorder's Office of said County in Book 464  
Volume , Page 623

Given under my hand and seal of the said Office, the day above written.

*Connelly J. Michael*  
Recorder of Recorder

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